



AGENDA

CITY COUNCIL 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 14, 2020

6:00 PM Regular Meeting

Pursuant to Executive Order N-29-20, this meeting will be conducted by teleconference/electronically and there will be no in-person public access to the meeting location.

- Public comments may be received **either via email, or telephonically, or via Zoom** with a limit of **250 words, or three minutes**:
 - a) 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.
 - b) **Or**, you may leave a message at **(760)-262-6240 before 5:30 p.m.** on the day of the meeting to be added to the public comment queue and requesting a Zoom link to the meeting. **If speaking via Zoom, you must dial in by 5:45 p.m.**
- 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.
- **Spanish:** Para escuchar en **español**, siga los pasos anteriores para ver la transmisión en vivo, haga clic en el botón "Live", apague el audio de su computadora y escuche por teléfono llamando al (667) 776-9077.

CALL TO ORDER:

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”

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:

1. Regular Meeting Minutes of September 9, 2020, 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.

PROCLAMATIONS/PRESENTATIONS:

2. Presentation on Coronavirus (COVID-19) Response Efforts
3. Recognizing Fire Prevention Week™ theme, "Serve Up Fire Safety in the Kitchen"
4. Grapefruit Boulevard Urban Greening + Connectivity Project Update

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

5. Voucher Listings — EFT's/Utility Billing Refunds/FY 2019-20 and 2020-21 Expenditures as of October 14, 2020, \$2,533,107.61.
6. Ordinance No. 1168 Amending Change of Zone No. 18-10 by adding a minimum residential density of 20 units per acre in the RM (General) and RM (Urban) zoning district designators for approximately 72.6 acres of vacant agricultural land generally located south of Avenue 50, west of Tyler Street, approximately ¼ mile north of Avenue 52. City-Initiated. (*Second Reading*)
7. Resolution No. 2020-57 Stating the Intention to Annex Property into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) and Authorize the Levy of a Special Tax Within Annexation Area No. 32 (Coachella Valley Apartments - Parcel Map No. 37833).
8. Adopt Resolution No. 2020-58 providing grant funding clarifications requested by the California Department of Housing and Community Development to approve Contract No. 19-IIG-14404 for the Pueblo Viejo Villas Housing Project.
9. Adopt Resolution No. 2020-59 Authorizing the City of Coachella's Participation in the County of Riverside Urban County Program for Fiscal Years 2021-22, 2022-23, and 2023-24
10. Adopt Resolution No. 2020-60 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2020-21 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$363,223.00 for Bagdouma Park Basketball Courts Rehabilitation Project
11. Resolution No. 2020-61, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37833

- [12.](#) Resolution No. 2020-63, a Resolution of the City Council of the City of Coachella, California, Releasing Subdivision Improvement Bonds for Tract 31376
- [13.](#) Professional Services Amendment and Funding Strategy for the SR-86/Avenue 50 New Interchange Project (ST-81). Partner with Cabazon Band of Mission Indians to apply for the Fiscal Year 2020 – Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP).
- [14.](#) Amendment to the Professional Services Agreement with Angenious Engineering Services, Inc. in an amount of \$62,896.44 to provide Professional Engineering Services for the Dillon Road Bridge over Coachella Valley Stormwater Channel (CVSC) Project, Project # 2019-ST-109.
- [15.](#) Amendment to the Professional Service Agreement with Cannon Design in an amount of \$166,850 and to extend the contract term to May 27, 2021 to provide Professional Consulting Services for the Fire Station #79 Rehabilitation and Expansion, City Project No. F-7.
- [16.](#) Adopt Resolution No. 2020-66 Authorizing the Submission of an Application to the California Department of Parks and Recreation Office of Grants and Local Services for the Per Capita Program in the Amount of \$206,281.00 for the Renovation of Bagdouma Park Community Pool

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [17.](#) Adopt Resolution 2020-64 approving the form and authorizing the execution of an Official Statement and Continuing Disclosure Agreement relating to the issuance of Pension Obligation Bonds and approving additional actions related thereto
- [18.](#) Resolution No. 2020-65 Authorizing the Coronavirus Relief Fund Request for Proposals for Additional Small Business Assistance
- [19.](#) 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 \$96,050.00 and authorize a re-allocation of LEAP Grant funding and SB-2 Grant funding for this Agreement and Housing-Related Tasks.
- [20.](#) Approve Lease Agreement with Culturas Music & Arts, for property located at 510 Vine Street/1670 Second Street, Coachella; authorize non-substantive changes as authorized by City Attorney.
- [21.](#) Approve the Cost Share to Prepare the First Five-Year Update of the Alternative Plan for the Indio Subbasin in Compliance with the Sustainable Groundwater Management Act
- [22.](#) Authorize award of a construction agreement to Foam Experts Roofing, Inc., for City Facilities Re-Roof Project No. 091520, in the amount not to exceed \$172,188.35; authorize an appropriation of: 1) \$112,705.75 from unallocated General Fund reserves and 2) \$59,482.60 from unallocated Coachella Water Authority reserves.
- [23.](#) Staff recommends that the City Council consider approving the execution of a lease agreement between the City of Coachella and Coachella Bar for space in the Old Water Billing Building.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

24. 7-Eleven Service Station / Multi-Tenant Retail/Drive-Thru Coffee Shop Project

- Resolution No. 2020-55 approving Conditional Use Permit No. 321, Conditional Use Permit No. 322, and Architectural Review No. 20-03 to allow the development of a multi-tenant restaurant/retail building including a 2,000 sq. ft. drive-thru Coffee Shop and 4,500 sq. ft. restaurant/office space, a 12-fueling position Canopy for Service Station and a 4,088 sq. ft. mini-market with alcohol sales and 24 hour operations on 3.1 acres of vacant land on partially-developed land in the C-G (General Commercial) zone located at the northeast corner of Cesar Chavez Street and First Street.
- Resolution No. 2020-56 approving Tentative Parcel Map No. 37940 to subdivide 8.25 acres (APN 778-020-007 & 778-010-017) into seven parcels for financing and development phasing purposes on property located on the Northeast corner of First Street and Cesar Chavez Street. *Coachella Retail Realty Associates, LP, Applicant.*

25. Appeal of Planning Commission’s Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for “The Coachella Lighthouse, LLC”. City- Initiated Revocation.

26. Ordinance No. 1154 amending Sections 5.04.380, 8.040.010, and 12.04.030 of the Coachella Municipal Code and adding Chapter 12.50 to the Coachella Municipal Code, imposing regulations on sidewalk vending in compliance with Senate Bill 946 and amending the enforcement authority regarding the City’s Environmental Health Code. (*First Reading*)

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 on the
City’s website www.coachella.org.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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

MINUTES

CITY COUNCIL 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

September 09, 2020
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 5:08 p.m. by Mayor Hernandez. Mayor Hernandez announced that he would be leaving the meeting after Closed Session due to a commitment and asked Mayor Pro Tem Martinez to preside over the meeting upon reconvening the regular meeting.

ROLL CALL:

Present: Councilmember Bautista, Councilmember Beaman Jacinto. Councilmember Gonzalez (*arrived at 5:10 p.m.*), Mayor Pro Tem Martinez and Mayor Hernandez.

City Treasurer Aviles and City Clerk Zepeda.

Absent: None.

Pursuant to Executive Order N-29-20 pertaining to the coronavirus/COVID-19, this meeting was conducted entirely by teleconference/electronically with no in-person public access to the meeting location.

APPROVAL OF AGENDA:

(Action on the approval of the agenda took place after reconvening the regular meeting. See Page 2.)

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

The City Council convened into Closed Session at 5:04 p.m. to discuss the following items:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
Three (3) potential cases
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
Two (2) potential cases
3. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

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

The City Council reconvened into open session at 6:29 p.m. (*Mayor Hernandez left the meeting after Closed Session. See Page 1, Call to Order.*)

PLEDGE OF ALLEGIANCE:

City Manager Pattison led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

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

APPROVAL OF AGENDA:

(Action on the approval of the agenda took place after reconvening the regular meeting.)

City Manager Pattison asked Council to remove from the agenda Item 18 and continue it to the next regular meeting.

Motion: To approve the agenda as amended.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

Approved: 4-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Hernandez.

APPROVAL OF MINUTES:

3. Regular Meeting Minutes of July 22, 2020, 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 Martinez

Seconded by: Councilmember Beaman Jacinto

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

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, and Mayor Pro Tem Martinez.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Hernandez.

4. Special Meeting Minutes of August 7, 2020, 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 Martinez

Seconded by: Councilmember Beaman Jacinto

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

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, and Mayor Pro Tem Martinez.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Hernandez.

PROCLAMATIONS/PRESENTATIONS:

5. Presentation on Coronavirus (COVID-19) Response Efforts by Kim Saruwatari, director of the Riverside University Health System - Public Health.

Public Comments: Maribel Nunez (*via telephone*)

WRITTEN COMMUNICATIONS:

Written communications were received via email regarding Items 25, 26 and 27, which will be read aloud during those items. One Item regarding Item 26 exceeded the 250 words, so that was not read and instead the email was forwarded to Council. An additional written communication was received for a non-agenda item that was distributed to Council on Tuesday, September 8, 2020, at 11:14 p.m. from Maribel Nunez jointly representing the Inland Equity Partnership, Coachella Valley Immigrant Dignity Coalition, and the Catholic Charities.

CONSENT CALENDAR:

7. Voucher Listings — EFT's/Manual Checks/Utility Billing Refunds/FY 2019-20 and 2020-21 Expenditures as of September 9, 2020, \$7,921,034.36.
8. Resolution No. 2020-49 Approving the Funding for a Full-Time Code Compliance Manager Position
9. Resolution No. 2020-50, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37209-1
10. Investment Report – May 2020
11. Investment Report – June 2020
12. Approve a Community Based Grant to the Coachella Valley Housing Coalition in the Amount of \$1,000 to Support Its College Scholarship Program
13. Finding of Public Convenience and Necessity for “LA Mango” to re-establish an on-sale Beer License at the existing Snack Shop located at 51-704 Cesar Chavez Street.
14. Authorization to enter into a Professional Services Agreement with MSA Consulting Group, Inc. for City-Initiated Rezoning of property for the Coachella 5th Cycle Housing Element in the amount of \$53,310.
15. Authorization for the City Manager to execute Amendment No. 1 to agreement with CV Pipeline for storm drain maintenance services citywide, increasing the current agreement compensation by \$45,000.
16. Approval of award of Letter Agreement to Airwave Communications for Emergency Light Bar Installation on twelve (12) city vehicles, in the amount of \$34,212.96.
17. Professional Services Agreement with NRO Engineering Amendment #6 in the amount of \$75,000 for Engineering Plan Check Services

Motion: To approve per staff recommendation, Consent Calendar Items 7 through 17.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

Approved: 3-0-1, by the following roll call vote:

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

18. *(Removed during Approval of the Agenda.)*

19. Resolution No. 2020-52, a Resolution of the City Council of the City of Coachella, California, Adopting California Department of Public Health Interim Guidance Related to Youth Sports During COVID-19 State of Emergency.

Action: None; direction provided.

20. Resolution No. 2020-53, Adopting the City of Coachella 2020 Active Transportation Plan (ATP)

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 4-0, by a unanimous roll call vote:

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

21. Designation of Voting Delegate and Alternates to the League of California Cities Annual Conference & Expo.

Motion: To appoint **Josie Gonzalez** as the Voting Delegate; and Appoint **Megan Beaman Jacinto** as the Alternate Voting Delegate.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Bautista
Approved: 4-0, by a unanimous roll call vote:

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

22. Consideration to allow an exception to the City’s Noise Regulations for allowable “construction activity” for a concrete pour to begin between 2:00 a.m. and 5:00 a.m. at the Borrego Health Medical Facility located at 49-869 Calhoun Street.

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Gonzalez

Approved: 4-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, and Mayor Pro Tem Martinez.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Hernandez.

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

a) Tina Esmeralda (*via telephone*)

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

23. 2020 Pavement Improvement Project, City Project ST-119, authorizing the City Manager to authorize:

a) Amendment 1 by and between the City of Coachella and Matich Corporation;

b) Transfer of funds from the Road Maintenance Fund (108) to the City’s CIP Fund (182) in the amount of \$66,500.

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Beaman Jacinto

Approved: 4-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, and Mayor Pro Tem Martinez.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Hernandez.

24. Recommendation to Co-fund the Purchase of Replacement Ladder Truck in an amount of \$350,000.00, reflecting a cost share of 25%, with half to be allocated in this fiscal year and half to be allocated in next year’s budget.

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Gonzalez

Approved: 4-0, by a unanimous roll call vote:

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

25. Ordinance No. 1168 Amending Change of Zone No. 18-10 by adding a minimum residential density of 20 units per acre in the RM (General) and RM (Urban) zoning district designators for approximately 72.6 acres of vacant agricultural land generally located south of Avenue 50, west of Tyler Street, approximately ¼ mile north of Avenue 52. City-Initiated. *(First Reading)*

Mayor Pro Tem Martinez opened the Public Hearing for Item 25 at 8:38 p.m.

Public Comment: James Rodriguez *(via email dated September 8, 2020, at 10:29 p.m.)*

Mayor Pro Tem Martinez closed the Public Hearing for Item 25 at 8:38 p.m.

Motion: To introduce by title only and pass to second reading.

Made by: Mayor Pro Tem Martinez
 Seconded by: Councilmember Bautista
 Approved: 4-0, by a unanimous roll call vote:

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

26. Appeal of Planning Commission’s Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for “The Coachella Lighthouse, LLC”. City- Initiated Revocation.

Mayor Pro Tem Martinez re-opened the Public Hearing for Item 26 at 8:41 p.m.

Public Comment: James Rodriguez *(via email dated September 8, 2020, at 10:29 p.m.)*
 Marcos Magaña *(via email dated September 9, 2020, at 3:10 p.m. – exceeding the 250-word count limit to read out loud; email forwarded to Council.)*

Motion: To **continue** to the City Council Meeting of October 14, 2020

Made by: Mayor Pro Tem Martinez
 Seconded by: Councilmember Bautista
 Approved: 4-0, by a unanimous roll call vote:

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

27. Coachella Travel Centre Project

- a) Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b) Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c) Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d) Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e) Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway.

Mayor Pro Tem Martinez re-opened the Public Hearing for Item 27 at 8:44 p.m.

Public Comment: James Rodriguez (*via email dated September 8, 2020, at 10:29 p.m.*)

Motion: To **continue** to the City Council Meeting of November 11, 2020

Made by: Mayor Pro Tem Martinez
 Seconded by: Councilmember Bautista
 Approved: 4-0, by a unanimous roll call vote:

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

28. Resolution No. 2020-54 Authorize the City Manager to submit an application to the California Department of Transportation Under its Active Transportation Plan (ATP) Cycle 5 Program.

Mayor Pro Tem Martinez opened the Public Hearing for Item 28 at 8:57 p.m.

Public Comment: None.

(Continued on next page.)

(Item Resolution No. 2020-54, ATP Grant Application, continued from previous page.)

Mayor Pro Tem Martinez closed the Public Hearing for Item 28 at 8:57 p.m.

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

Approved: 4-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, and Mayor Pro Tem Martinez

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Hernandez.

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:

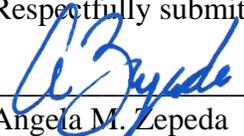
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Pro Tem Martinez adjourned the meeting at 9:04 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, the City of Coachella is committed to ensuring the safety and security of all those living in and visiting Coachella; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association® (NFPA®); and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017, and two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Coachella's residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

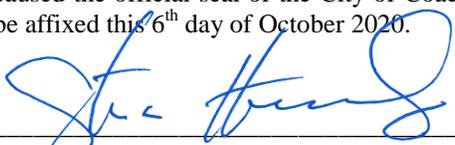
WHEREAS, the 2020 Fire Prevention Week™ theme, "Serve Up Fire Safety in the Kitchen!!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby proclaim October 4–10, 2020, as

Fire Prevention Week

throughout this city, and I urge all the people of Coachella by checking their kitchens for fire hazards and using safe cooking practices during.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 6th day of October 2020.



Steven A. Hernandez, Mayor
City of Coachella, California

Did you know cooking is the No. 1 cause of home fires and home fire injuries?

Fire Prevention Week™™ is Oct. 4-10. Learn more at fpw.org.



— SERVE UP —
Fire Safety
— IN THE KITCHEN! —

Item 3.



© 2012



Page 15



Bill is careful in the kitchen.
Bill is alert and keeps a lid
nearby when cooking.

Be like Bill!



Learn how to be careful in the kitchen at fpw.org.

Item 3.

October 5th



Bill es cuidadoso en la cocina.
Bill está alerta y tiene una tapa
cerca cuando cocina.

Sea como Bill!



Aprenda cómo ser cuidadoso en la cocina en fpw.org.



October 6th



Item 3.



Mantenga a los niños seguros de quemaduras y escaldaduras. Tenga un área libre de niños de por lo menos 3 pies (1 metro) alrededor de cosas calientes en la cocina. **¡Aprenda cómo mantener segura a su familia en fpw.org!**

Keep kids safe from burns and scalds. Have a kid-free zone of at least 3 feet (1 metre) around hot things in the kitchen. **Learn how to keep your family safe at fpw.org!**

STAY OUT OF THE 36" (1 metre) KID-FREE ZONE!

STAY OUT OF THE 36" (1 metre) KID-FREE ZONE!





Item 3.

October 7th

Keep your cooking area clutter-free. Move anything that can burn away from the stove top.

Learn more at fpw.org.



Mantenga despejada el área de cocción. Aleje de la superficie de la estufa cualquier cosa que pueda quemarse.

Aprenda más en fpw.org

October 8th



Item 3.

Be smart
when cooking.
Use a timer to
remind you that
you are cooking.
**Learn more
at fpw.org.**



Sea inteligente
cuando cocina. Use
un temporizador
para recordarle que
está cocinando.
**Aprenda más
en fpw.org**





Focus on the food! Unattended cooking is the leading cause of fires in the kitchen.
Learn how to prevent cooking fires at fpw.org.



October 9th



¡Concéntrese en la comida! La cocción desatendida es la principal causa de incendios en la cocina.
Aprenda cómo prevenir incendios en la cocina en fpw.org.

October 10th

¡Póngale una tapa!
Para apagar un fuego
de grasa pequeño,
mantenga cerca una
tapa de olla cuando
cocina.

Aprenda más
en fpw.org.

Put a lid on it!
To extinguish a
small grease fire,
keep a pot lid nearby
when cooking.
Learn more at
fpw.org.

Item 3.





SIRVA Seguridad Contra Incendios EN LA COCINA!™

SEMANA DE PREVENCIÓN DE INCENDIOS™

Yo cocino
con cuidado

©2020 NFPA®
Sparky® es una Marca de NFPA®.

**CAL FIRE/RIVERSIDE COUNTY
FIRE DEPARTMENT
AND YOUR**

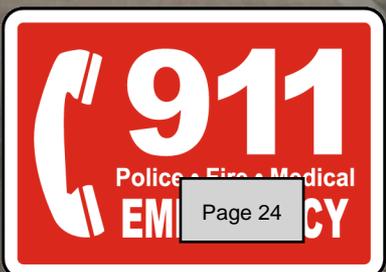
COACHELLA FIRE PROTECTIVE DISTRICT





COACHELLA FIRE PROTECTION DISTRICT

Item 3.



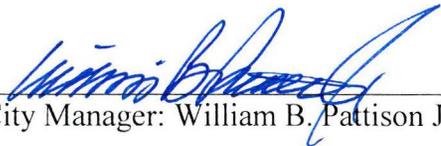
Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|----------------------------------------|----------|--------|-------------------------|--------------|-------------|-------------------------|-------------|-----------------|
| 109075 | 9/9/2020 | 53818 | CULTIVATION TECHNOLOGIE | Ref000213939 | 9/1/2020 | UB Refund Cst #00047870 | 90.58 | 90.58 |
| 109076 | 9/9/2020 | 53819 | DR HORTON | Ref000213940 | 9/1/2020 | UB Refund Cst #00051581 | 992.22 | 992.22 |
| 109077 | 9/9/2020 | 53820 | DR HORTON | Ref000213941 | 9/1/2020 | UB Refund Cst #00051937 | 54.32 | 54.32 |
| 109078 | 9/9/2020 | 53821 | DR HORTON | Ref000213942 | 9/1/2020 | UB Refund Cst #00051938 | 36.36 | 36.36 |
| 109079 | 9/9/2020 | 53824 | DR HORTON | Ref000213945 | 9/1/2020 | UB Refund Cst #00052055 | 48.90 | 48.90 |
| 109080 | 9/9/2020 | 53825 | DR HORTON | Ref000213946 | 9/1/2020 | UB Refund Cst #00052056 | 45.80 | 45.80 |
| 109081 | 9/9/2020 | 53827 | EMERY LANDCLEARING AND | Ref000213948 | 9/1/2020 | UB Refund Cst #00052169 | 619.99 | 619.99 |
| 109082 | 9/9/2020 | 53823 | GRACE REAL ESTATE | Ref000213944 | 9/1/2020 | UB Refund Cst #00052005 | 65.90 | 65.90 |
| 109083 | 9/9/2020 | 53817 | GUERRERO, MELISSA | Ref000213938 | 9/1/2020 | UB Refund Cst #00040978 | 94.39 | 94.39 |
| 109084 | 9/9/2020 | 53828 | PUENTE, MANUEL | Ref000213949 | 9/1/2020 | UB Refund Cst #00052244 | 135.00 | 135.00 |
| 109085 | 9/9/2020 | 53822 | ROLL SPARROW LLC | Ref000213943 | 9/1/2020 | UB Refund Cst #00051954 | 97.20 | 97.20 |
| 109086 | 9/9/2020 | 53826 | VENTURA, RICHARD | Ref000213947 | 9/1/2020 | UB Refund Cst #00052168 | 89.72 | 89.72 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 2,370.38 |

12 checks in this report.

Grand Total All Checks: 2,370.38

Date: September 9, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------------------------------------|-----------|--------|-------------------------------------|-----------|---------------------------|-------------|------------------|
| 109087 | 9/23/2020 | 00836 | BIO-TOX LABORATORIES 39778 | 6/11/2020 | LAB SERVICES: 5/18 | 293.00 | 293.00 |
| 109088 | 9/23/2020 | 53220 | COACHELLA ACE HARDWARE 919/1 | 6/29/2020 | TURNBKL 5/16"X6-5/8" EE | 99.84 | 99.84 |
| 109089 | 9/23/2020 | 00207 | GRAINGER INC | 6/25/2020 | HAND DRUM PUMP | 221.85 | |
| | | | 9572095116 | 6/25/2020 | SPILL KIT | 76.63 | 298.48 |
| | | | 9571779876 | | | | |
| 109090 | 9/23/2020 | 53123 | GRANICUS 128371 | 6/26/2020 | GOVACCESS- WEBSITE DESI | 4,766.00 | 4,766.00 |
| 109091 | 9/23/2020 | 51229 | TJC PROPERTY SERVICES, INC 20200601 | 6/17/2020 | JUNE2020 SVCS: APN 778-08 | 5,450.00 | 5,450.00 |
| 109092 | 9/23/2020 | 53829 | VMV CONCRETE CONSTRUCT 20009-01 | 6/11/2020 | POURED CONCRETE @ VARI | 2,482.50 | |
| | | | 20009-02 | 6/11/2020 | POURED CONCRETE @ 8566 | 2,325.00 | 4,807.50 |
| Sub total for WELLS FARGO BANK: | | | | | | | 15,714.82 |

6 checks in this report.

Grand Total All Checks: 15,714.82

Date: September 23, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|----------------------------------------|-------------|---------------|---------------------|-----------------|--------------------|-------------------------|--------------------|-----------------|
| 109093 | 9/16/2020 | 53834 | AYON, ROSALBA | 2020 Grant | 9/15/2020 | CORONAVIRUS RELIEF FUNE | 3,300.00 | 3,300.00 |
| 109094 | 9/16/2020 | 53832 | MARISCOS EL CAPITAN | 2020 Grant | 9/15/2020 | CORONAVIRUS RELIEF FUNE | 3,300.00 | 3,300.00 |
| 109095 | 9/16/2020 | 53833 | SOLIS, BERTHAA. | 2020 Grant | 9/15/2020 | CORONAVIRUS RELIEF FUNE | 3,300.00 | 3,300.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 9,900.00 |

3 checks in this report.

Grand Total All Checks: 9,900.00

Date: September 16, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -:

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|------------------------------------------------|-----------|--------|------------------------|--------------|-------------|---------------------------|------------------|
| 14 | 9/23/2020 | 52924 | SIEMENS MOBILITY, INC. | 5610234738 | 8/27/2020 | JULY2020 TRAFFIC SIGNAL M | 1,812.80 |
| | | | | 5620031441 | 8/27/2020 | JULY2020 TRAFFIC SIGNAL C | 2,922.43 |
| | | | | 5620032064 | 8/28/2020 | RPLC'D BATTERIES @ GRAPI | 3,170.72 |
| 15 | 9/23/2020 | 02001 | UNION BANK | REFBDS 2015A | 9/11/2020 | COACHELLA SDW REF BONC | 68,479.11 |
| Γ FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 76,385.06 |

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|--------------------------|-------------|-------------|-------------------------------|-------------|-----------|
| 109096 | 9/23/2020 | 51894 | ALPHA MEDIA LLC | 506270-1 | 8/31/2020 | 8/28-9/3 AD SPOT: MASK GIVI | 280.00 | |
| | | | | 506272-1 | 8/31/2020 | 8/28-9/3 AD SPOT: MASK GIVI | 280.00 | 560.00 |
| 109097 | 9/23/2020 | 01436 | AMERICAN FORENSIC NURSE | 73634 | 7/15/2020 | JULY2020 DRY RUN | 30.00 | |
| | | | | 73667 | 7/31/2020 | JULY2020 BLOOD DRAWS | 385.00 | 415.00 |
| 109098 | 9/23/2020 | 53291 | ANGENIOUS ENGINEERING | 19-03-016 | 8/31/2020 | PE8/31 DILLON RD BRIDGE | 63,289.09 | 63,289.09 |
| 109099 | 9/23/2020 | 42837 | ARAMARK UNIFORM SERVICE | AUG2020 | 8/31/2020 | PE8/31 UNIFORMS, MATS & C | 2,643.76 | |
| | | | | AUG2020 CC | 8/31/2020 | PE8/31 MATS & MOPS | 344.84 | |
| | | | | AUG2020 SAN | 8/31/2020 | PE8/31 UNIFORMS, MATS & C | 906.46 | 3,895.06 |
| 109100 | 9/23/2020 | 45929 | BECK OIL, INC. | 37292CL | 8/15/2020 | PE8/15 ENG DEPT FUEL | 31.08 | |
| | | | | 37293CL | 8/15/2020 | PE8/15 BLDG/PLANNING DEP | 88.29 | |
| | | | | 37295CL | 8/15/2020 | PE8/15 LLMD DEPT FUEL | 168.41 | |
| | | | | 37299CL | 8/15/2020 | PE8/15 STREETS DEPT FUEL | 598.08 | |
| | | | | 37301CL | 8/15/2020 | PE8/15 WATER DEPT FUEL | 539.05 | |
| | | | | 37304CL | 8/15/2020 | PE8/15 PARKS DEPT FUEL | 443.76 | |
| | | | | 37324CL | 8/15/2020 | PE8/15 VEHICLE MAINT DEPT | 68.36 | |
| | | | | 37325CL | 8/15/2020 | PE8/15 SENIOR CNTR FUEL | 261.31 | |
| | | | | 37336CL | 8/15/2020 | PE8/15 CODE ENF DEPT FUE | 175.22 | 2,373.56 |
| 109101 | 9/23/2020 | 43462 | BEST BEST & KRIEGER, LLP | 884496 | 8/28/2020 | PE7/31, #80237, GENERAL RE | 32,029.90 | |
| | | | | 884497 | 8/28/2020 | PE7/31, #80237.00231, G. THC | 1,969.80 | |
| | | | | 884498 | 8/28/2020 | PE7/31, #80237.00445, DESEF | 214.20 | |
| | | | | 884499 | 8/28/2020 | PE7/31, #80237.00810, LABOF | 169.80 | |
| | | | | 884500 | 8/28/2020 | PE7/31, #80237.00836, VISTA I | 356.85 | |
| | | | | 884501 | 8/28/2020 | PE7/31, #80237.00840, CANN/ | 4,898.80 | |
| | | | | 884502 | 8/28/2020 | PE7/31, #80237.00844, CHROI | 4,612.45 | |
| | | | | 884503 | 8/28/2020 | PE7/31, #80237.00851, GLEN I | 679.20 | |
| | | | | 884504 | 8/28/2020 | PE7/31, #80237.00857, RENEV | 36,787.78 | |
| | | | | 884505 | 8/28/2020 | PE7/31, #80237.00868, TRAVE | 1,859.30 | |
| | | | | 884506 | 8/28/2020 | PE7/31, #80237.00872, SUCCE | 4,273.30 | |
| | | | | 884507 | 8/28/2020 | PE7/31, #80237.03004, AV50 F | 8,608.50 | 96,459.88 |
| 109102 | 9/23/2020 | 53109 | BIO SOCAL | TC8820 | 8/8/2020 | 8/8 BIOHAZARD CLEAN-UP @ | 595.00 | 595.00 |
| 109103 | 9/23/2020 | 00836 | BIO-TOX LABORATORIES | 39986 | 8/19/2020 | LAB SERVICES: 5/29, 7/10+24 | 495.00 | |
| | | | | 39987 | 8/19/2020 | LAB SERVICES: 7/10+24 | 965.00 | |
| | | | | 40012 | 8/19/2020 | LAB SERVICES: 7/6+13 | 92.00 | 1,552.00 |
| 109104 | 9/23/2020 | 49486 | BRC CONSTRUCTION | 2020218 | 8/27/2020 | RMV'D ABANDONED LIGHT P | 650.00 | |
| | | | | 2020219 | 8/27/2020 | INSTLL'D SOLAR LIGHTS @ [| 380.00 | 1,030.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|--------------------------------------|-----------|-----------------------------|---------------------------|-------------|
| 109105 | 9/23/2020 | 43862 | BRENNTAG PACIFIC, INC BPI72442 | 8/17/2020 | SODIUM HYPOCHLORITE | 2,365.22 | 2,365.22 |
| 109106 | 9/23/2020 | 50646 | BURRTEC WASTE & RECYCLISS3-1920 | 9/14/2020 | FY19/20 CY SEC SS3 REFUSE | 42,067.14 | 42,067.14 |
| 109107 | 9/23/2020 | 01684 | C.V. ECONOMIC PARTNERSH 11/19 Summit | 9/14/2020 | 2020 ECONOMIC SUMMIT SP | 3,000.00 | 3,000.00 |
| 109108 | 9/23/2020 | 43634 | CACEO | 200014131 | 9/9/2020 | OCT2020 CACEO VIRTUAL CO | 250.00 |
| | | | | 200014129 | 9/9/2020 | OCT2020 CACEO VIRTUAL CO | 250.00 |
| | | | | 200014130 | 9/9/2020 | OCT2020 CACEO VIRTUAL CO | 250.00 |
| | | | | | | | 750.00 |
| 109109 | 9/23/2020 | 53627 | CANNON PARKIN, INC. 203639 | 9/4/2020 | PE8/31 FIRE STATION REHAB | 34,350.00 | 34,350.00 |
| 109110 | 9/23/2020 | 01856 | CARROT-TOP INDUSTRIES IN46910201 | 8/14/2020 | 3X5' POLYESTER NAVY FLAG | 59.75 | 59.75 |
| 109111 | 9/23/2020 | 53423 | CBE OFFICE SOLUTIONS IN2300237 | 8/20/2020 | ACC #CC3502, COLOR COPIE | 1,124.04 | 1,124.04 |
| 109112 | 9/23/2020 | 53220 | COACHELLAACE HARDWARE1008/1 | 8/12/2020 | TAPE FRICTION, PIPELINE CL | 25.61 | |
| | | | | 1012/1 | 8/12/2020 | DETECTOR ADJ VOLTAGE | 43.48 |
| | | | | 1068/1 | 9/3/2020 | SECURITY BIT SET, PAINTER | 144.70 |
| | | | | | | | 213.79 |
| 109113 | 9/23/2020 | 45032 | COLLINS ELECTRIC CORP. 082420-1 | 8/24/2020 | REPAIRS @ DATELAND PARK | 440.00 | 440.00 |
| 109114 | 9/23/2020 | 44959 | COMPUTER CONSULTANTS, I31562 | 9/8/2020 | JL2020/21 SERVER MNTRNG | 1,188.00 | |
| | | | | 31563 | 9/8/2020 | SP2020-AG2021 SECURITY SI | 4,800.00 |
| | | | | 31564 | 9/1/2020 | SP2020-AG2021 RECOVERY I | 5,100.00 |
| | | | | | | | 11,088.00 |
| 109115 | 9/23/2020 | 11800 | COUNTY OF RIVERSIDE AN0000002034 | 9/8/2020 | JULY2020 ANL SHLTR+FIELD- | 18,217.20 | 18,217.20 |
| 109116 | 9/23/2020 | 49858 | CV PIPELINE CORP. S2404 | 8/26/2020 | 8/24+25 HYDRO-WASH @ SIX | 2,080.00 | 2,080.00 |
| 109117 | 9/23/2020 | 47952 | DESERT LIVE SCAN 6617 | 8/27/2020 | AUG2020 EMPLOYEE FINGEF | 25.00 | 25.00 |
| 109118 | 9/23/2020 | 14860 | E. K. WOOD LUMBER COMPAI490885 | 8/17/2020 | PLOW BOLTS, HEX NUT & LO | 20.86 | |
| | | | | 491061 | 8/25/2020 | GORILLA TAPE, ZINC COMB S | 71.71 |
| | | | | 491207 | 9/1/2020 | SPLIT LOCK WASHER, C-PAK | 44.24 |
| | | | | | | | 136.81 |
| 109119 | 9/23/2020 | 15750 | FEDEX 7-101-11173 | 8/21/2020 | AUG2020 FEDEX SVCS | 10.08 | 10.08 |
| 109120 | 9/23/2020 | 51604 | FRONTIER 3982369-AG20 | 8/25/2020 | 760/398-2369, 8/25/20 | 70.51 | 70.51 |
| 109121 | 9/23/2020 | 43672 | FULTON DISTRIBUTING COMF511624 | 7/28/2020 | GLOVES, MASKS, DETERGEN | 345.35 | |
| | | | | 513639 | 8/26/2020 | BAG POLY ZIP STORAGE | 117.91 |
| | | | | 514265 | 9/3/2020 | DISINFECTANT SPRAY | 90.61 |
| | | | | | | | 553.87 |
| 109122 | 9/23/2020 | 00207 | GRAINGER INC 9640977949 | 9/2/2020 | BLEED VALVE ASSEMBLY & P | 1,235.40 | 1,235.40 |
| 109123 | 9/23/2020 | 53508 | H & G HOME IMPROVEMENTS094 | 9/2/2020 | INSTLL'D PIPE/STRAPS @ FIF | 1,985.00 | 1,985.00 |
| 109124 | 9/23/2020 | 44306 | ICMA RETIREMENT CORPOR/44243 | 7/6/2020 | PLN #106297, JUL-SEP2020, 4 | 125.00 | 125.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|----------------------------|---------------|-------------|-------------------------------|-------------|
| 109125 | 9/23/2020 | 20450 | IMPERIAL IRRIGATION DISTRI | 50035560-JL20 | 8/3/2020 | AC50035560, 6/30-7/29, ST LIC | 18,738.38 |
| | | | | 50035836-JL20 | 8/6/2020 | AC50035836, 7/2-8/3, WELL #1 | 59.32 |
| | | | | 50217597-JL20 | 8/6/2020 | AC50217597, 7/2-8/3 | 43.70 |
| | | | | 50387122-JL20 | 8/7/2020 | AC50387122, 7/2-8/3, SEWER | 29,256.43 |
| | | | | 50404153-JL20 | 8/6/2020 | AC50404153, 7/3-8/3 | 69.54 |
| | | | | 50404154-JL20 | 8/6/2020 | AC50404154, 7/3-8/3 | 13.16 |
| | | | | 50404155-JL20 | 8/6/2020 | AC50404155, 7/3-8/3 | 17.50 |
| | | | | 50416425-JL20 | 8/6/2020 | AC50416425, 7/3-8/3 | 89.04 |
| | | | | 50487676-JL20 | 8/6/2020 | AC50487676, 7/2-8/3, LIFT ST/ | 15.52 |
| | | | | 50516108-JL20 | 8/6/2020 | AC50516108, 7/3-8/3 | 13.37 |
| | | | | 50527782-JL20 | 8/6/2020 | AC50527782, 7/3-8/3 | 12.34 |
| | | | | 50642002-JL20 | 8/6/2020 | AC50642002, 7/2-8/3 | 89.51 |
| | | | | 50642141-JL20 | 8/6/2020 | AC50642141, 7/2-8/3 | 42.51 |
| | | | | 50705542-JL20 | 8/6/2020 | AC50705542, 7/2-8/3, PERMIT | 2,596.16 |
| | | | | 50705544-JL20 | 8/6/2020 | AC50705544, 7/2-8/3, PERMIT | 120.40 |
| | | | | 50733502-JL20 | 8/6/2020 | AC50733502, 7/3-8/3 | 25.26 |
| | | | | 50734422-JL20 | 8/6/2020 | AC50734422, 7/3-8/3 | 46.68 |
| | | | | | | | 51,248.82 |
| 109126 | 9/23/2020 | 45108 | IMPERIAL SPRINKLER SUPPL | 4302300-00 | 8/12/2020 | DRIPNETA TCHLN CV.9 GPH | 313.93 |
| | | | | 4304860-00 | 8/13/2020 | DRIPNETA TECHLINE INSERT | 24.48 |
| | | | | 4306883-00 | 8/17/2020 | TREESTAKE LODGE POLES, | 113.75 |
| | | | | 4312412-00 | 8/19/2020 | PIPESDR 4" SDR 35 PVC S/W | 88.07 |
| | | | | 4313820-00 | 8/20/2020 | CHEM SEDGEHAMMER WEEI | 394.77 |
| | | | | 4313873-00 | 8/20/2020 | RAINBIRD 1" PLASTIC INLINE | 470.13 |
| | | | | 4314007-00 | 8/20/2020 | DIG MICROPWR SOLENOID, I | 222.85 |
| | | | | | | | 1,627.98 |
| 109127 | 9/23/2020 | 01948 | KIMBALL MIDWEST | 8172942 | 8/21/2020 | O-RING, BRASS UNION, BRAS | 418.68 |
| | | | | | | | 418.68 |
| 109128 | 9/23/2020 | 47328 | KONICA MINOLTA | 36139435 | 8/26/2020 | BIZHUB C454E, CITY HALL, A | 212.07 |
| | | | | | | | 212.07 |
| 109129 | 9/23/2020 | 44047 | KONICA MINOLTA BUSINESS | 9007047586 | 8/20/2020 | BIZHUB C360, CITY HALL, 8/2 | 42.83 |
| | | | | 9007050772 | 8/21/2020 | BIZHUB C364+C454+PRO 951 | 368.51 |
| | | | | 9007054146 | 8/22/2020 | BIZHUB 282, FIRE DEPT, 7/23 | 1.77 |
| | | | | | | | 413.11 |
| 109130 | 9/23/2020 | 50501 | LIVESCAN MGMT GROUP, INC | 08272020COC | 8/27/2020 | 36X36 CITY SEAL | 775.36 |
| | | | | | | | 775.36 |
| 109131 | 9/23/2020 | 53830 | LOPEZ, YOLANDA M. | Edu Reimb | 9/3/2020 | FY20/21 EDUCATION REIMBU | 4,932.60 |
| | | | | | | | 4,932.60 |
| 109132 | 9/23/2020 | 49857 | MANPOWER US INC. | 35215855 | 8/23/2020 | WE 8/23: HIBBITTS II+KELLEY | 744.00 |
| | | | | 35236725 | 8/30/2020 | WE 8/30: HIBBITTS II+RAMIRE | 558.00 |
| | | | | | | | 1,302.00 |
| 109133 | 9/23/2020 | 25555 | MATCH CORPORATION | 082019056R | 8/20/2020 | RETENTION- ATP CYCLE 2 | 145,411.69 |
| | | | | | | | 145,411.69 |
| 109134 | 9/23/2020 | 51579 | METLIFE- GROUP BENEFITS | Sep2020 | 8/26/2020 | SEP2020 DENTAL/VISION/LIFI | 12,862.39 |
| | | | | | | | 12,862.39 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|---------------------------|--------------|-------------|-----------------------------|-------------|-----------|
| 109135 | 9/23/2020 | 42112 | NRO ENGINEERING | 08-20-012 | 7/31/2020 | PE7/31 PLNCK, PUEBLO VIEJ | 109.40 | |
| | | | | 09-20-009 | 8/31/2020 | PE8/31 PLNCK, 54101 ENTER | 267.75 | |
| | | | | 09-20-010 | 8/31/2020 | PE8/31 PLNCK, P.U.E VACATI | 218.75 | |
| | | | | 09-20-012 | 8/31/2020 | PE8/31 PLNCK, PUEBLO VIEJ | 803.25 | |
| | | | | 09-20-013 | 8/31/2020 | PE8/31 PLNCK, PUEBLO VIEJ | 109.35 | |
| | | | | 09-20-014 | 8/31/2020 | PE8/31 PLNCK, CV APARTMEI | 50.70 | |
| | | | | 09-20-015 | 8/31/2020 | PE8/31 PLNCK, RED MOON:# | 787.50 | |
| | | | | 09-20-017 | 8/31/2020 | PE8/31 PLNCK, 85601 AVE 50: | 634.40 | 2,981.10 |
| 109136 | 9/23/2020 | 44714 | NV5, INC. | 177526 | 8/29/2020 | PE8/1 GRAPREFRUIT BLVD U | 32,482.27 | 32,482.27 |
| 109137 | 9/23/2020 | 47192 | O'REILLY AUTO PARTS | 2855-247421 | 8/24/2020 | BATTERIES | 444.12 | |
| | | | | 2855-247987 | 8/26/2020 | BATTERY | 95.06 | 539.18 |
| 109138 | 9/23/2020 | 49989 | PAUL ASSOCIATES | 84889 | 8/26/2020 | BUSINESS CARDS: G. MARTI | 93.42 | |
| | | | | 84897 | 8/31/2020 | BUSINESS CARDS: P. HERNA | 93.42 | 186.84 |
| 109139 | 9/23/2020 | 02028 | PETE'S ROAD SERVICE, INC. | 435132-00 | 8/18/2020 | FLAT REPAIR ON TRACTOR | 133.46 | |
| | | | | 437367-00 | 8/26/2020 | FLAT REPAIR | 27.11 | 160.57 |
| 109140 | 9/23/2020 | 53309 | PIRIFORM INC. | 3888 | 7/21/2020 | JL2020/21 CCLEANER CLOUC | 1,360.00 | 1,360.00 |
| 109141 | 9/23/2020 | 52082 | PROWEST PCM, INC. | 08 PC | 8/31/2020 | PE8/31 FIRE STATION REHAB | 7,751.00 | 7,751.00 |
| 109142 | 9/23/2020 | 53552 | QUENCH USA, INC. | INV02595296 | 8/3/2020 | AC D347648, AUG2020 RNTL, | 32.63 | |
| | | | | INV02607306 | 8/24/2020 | AC D347652, SEP2020 RNTL, | 32.63 | 65.26 |
| 109143 | 9/23/2020 | 52306 | QUINN COMPANY | 15397401 | 9/2/2020 | 8/31-9/2 WHEEL LDR/BUCKET | 1,887.18 | |
| | | | | 15402701 | 9/2/2020 | 8/28-9/2 W/B CONCRETE SAV | 274.83 | |
| | | | | BOG00000694 | 8/31/2020 | TRBSHT UNIT @ WELL #17 | -333.90 | |
| | | | | BOG00000695 | 8/31/2020 | TRBSHT UNIT @ WELL #19 | -131.97 | |
| | | | | PCK30000739 | 8/28/2020 | TIEDOWN RATCHET | 27.19 | |
| | | | | WOG00008613 | 8/31/2020 | TRBSHT UNIT @ WELL #17 | 333.90 | |
| | | | | WOG00008614 | 8/31/2020 | TRBSHT UNIT @ WELL #19 | 131.97 | |
| | | | | WOG00008615 | 8/31/2020 | TRBSHT UNIT @ WELL #17 | 636.00 | |
| | | | | WOG00008616 | 8/31/2020 | TRBSHT UNIT @ WELL #19 | 636.00 | 3,461.20 |
| 109144 | 9/23/2020 | 52470 | R & R TOWING | 52882 | 8/20/2020 | 8/20 TOWING: 50801 SUNBUF | 255.00 | |
| | | | | 52915 | 8/8/2020 | 8/8 TOWING: AVE50/CALHOU | 255.00 | |
| | | | | 52917 | 8/9/2020 | 8/9 TOWING: THERMAL TO R | 255.00 | 765.00 |
| 109145 | 9/23/2020 | 53831 | RETAIL LEASE TRAC, INC. | 20/21 Mbrshp | 9/9/2020 | 2020/21 RETAILER INFO SVC | 850.00 | 850.00 |
| 109146 | 9/23/2020 | 53736 | RG2 MANAGEMENT LLC | 2497 | 8/24/2020 | WE 8/23: F. HERNANDEZ | 720.00 | |
| | | | | 2500 | 9/2/2020 | WE 8/30: F. HERNANDEZ | 720.00 | 1,440.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|--------|--------------------------|----------------|-------------|------------------------------|-------------|----------|
| 109147 | 9/23/2020 | 51849 | SANTA ROSA DEL VALLE | 30270 | 8/11/2020 | JULY2020 SVCS: M. BAUTISTA/ | 35.00 | |
| | | | | 30290 | 8/11/2020 | JULY2020 SVCS: BAUTISTA+1 | 250.00 | 285.00 |
| 109148 | 9/23/2020 | 44581 | SIGN-A-RAMA | 102388 | 8/21/2020 | SNEEZE GUARD & FACE MAS | 1,765.99 | 1,765.99 |
| 109149 | 9/23/2020 | 35450 | SOCALGAS | 1377 6th-AG20 | 8/24/2020 | AC 012 623 3701 5, 7/22-8/20 | 58.26 | |
| | | | | 1500 6th-AG20 | 8/24/2020 | AC 020 678 1257 4, 7/22-8/20 | 15.02 | |
| | | | | 1515 6th-AG20 | 8/24/2020 | AC 031 523 3700 6, 7/22-8/20 | 17.68 | |
| | | | | 1540 7th-AG20 | 8/24/2020 | AC 008 423 3900 4, 7/22-8/20 | 31.21 | |
| | | | | 84626Bag-AG20 | 8/24/2020 | AC 153 323 6215 9, 7/22-8/20 | 14.30 | |
| | | | | 87075Av54-AG2 | 8/24/2020 | AC 123 573 5834 5, 7/22-8/20 | 33.46 | |
| | | | | BagPool-AG20 | 8/24/2020 | AC 069 323 6500 7, 7/22-8/20 | 14.30 | 184.23 |
| 109150 | 9/23/2020 | 47319 | SPARKLETTS | 9467308 082420 | 8/24/2020 | JULY2020 WATER @ SANITAF | 96.06 | 96.06 |
| 109151 | 9/23/2020 | 52595 | STAPLES BUSINESS CREDIT | 7310805496-0-1 | 8/19/2020 | PURELL HD SNTZR | 10.20 | |
| | | | | 7310805496-0-2 | 8/19/2020 | UNIBALL 207 GELL RT BLK D2 | 64.67 | |
| | | | | 7310806674-0-1 | 8/19/2020 | POSTIT 1IN YLW, FRIXION CL | 72.53 | |
| | | | | 7310888479-0-1 | 8/19/2020 | PURELL ORGNL HD SNTZR, E | 226.49 | |
| | | | | 7312302803-0-1 | 8/20/2020 | 3X5 INDX CARD TRAY & HAN | 125.55 | |
| | | | | 7311319907-0-1 | 8/19/2020 | 8.5X11 CANARY CARD STOCH | 274.46 | |
| | | | | 7312726481-0-3 | 8/27/2020 | DISINFECTANT LYSOL SPRAY | 29.46 | |
| | | | | 7311319907-0-2 | 8/26/2020 | BLST AWY CANND AIR DUSTI | 48.58 | |
| | | | | 7311433954-0-1 | 8/19/2020 | SPLS 8.5X11 REC COPY CS, E | 222.70 | |
| | | | | 7311441151-0-1 | 8/20/2020 | FOLDER LTR & BETTER PERI | 80.50 | |
| | | | | 7312300486-0-1 | 8/20/2020 | HP 63 BLACK INK CRTDGE, E | 68.22 | |
| | | | | 7312726481-0-1 | 8/27/2020 | DISINFECTANT SPRAY | 48.87 | |
| | | | | 7312726481-0-2 | 8/26/2020 | LYSOL DISINFECTANT SPRAY | 40.67 | 1,312.90 |
| 109152 | 9/23/2020 | 37600 | THE DESERT SUN PUBLISHIN | 0003432861 | 7/31/2020 | JULY2020 PUBLISHED ADS | 1,738.31 | 1,738.31 |
| 109153 | 9/23/2020 | 38250 | TOPS N BARRICADES | 1083654 | 8/27/2020 | NECK GAIT ECO LIME | 18.49 | 18.49 |
| 109154 | 9/23/2020 | 48066 | US BANK | Sta 7/27/20 | 7/27/2020 | ACC XXXX-XXXX-XXXX-0925, | 7,726.01 | 7,726.01 |
| 109155 | 9/23/2020 | 39640 | VALLEY LOCK & SAFE | 162908 | 8/25/2020 | ADJUSTED AUTHORIZER @ \$ | 110.00 | 110.00 |
| 109156 | 9/23/2020 | 53173 | VERIZON CONNECT NWF, INC | OSV0000021846 | 8/1/2020 | JULY2020 GPS MONITORING | 1,230.97 | 1,230.97 |
| 109157 | 9/23/2020 | 44966 | VERIZON WIRELESS | 9859787229 | 8/1/2020 | AC371867190-00001, 7/2-8/1 | 5,363.99 | 5,363.99 |
| 109158 | 9/23/2020 | 50629 | VINTAGE ASSOCIATES, INC | 217620 | 8/18/2020 | RMV'D TREES @ DATELAND/ | 1,920.00 | |
| | | | | 217621 | 8/18/2020 | RMV'D TREES @ VARIOUS P/ | 2,350.00 | 4,270.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------------------------------------|-----------|--------|-----------------------------------|-----------|--------------------------|-------------|-------------------|
| 109159 | 9/23/2020 | 49778 | WEST COAST ARBORIST, INC 163359-A | 8/5/2020 | PE8/5 TREE MAINT @ LLMD | 428.00 | |
| | | | 163535 | 8/8/2020 | PE8/8 TREE MAINT @ LLMD | 375.00 | |
| | | | 163536 | 8/9/2020 | PE8/9 TREE MAINT @ LLMD | 750.00 | |
| | | | 163537 | 8/10/2020 | PE8/10 TREE MAINT @ LLMD | 1,040.00 | |
| | | | 163538 | 8/11/2020 | PE8/11 TREE MAINT @ LLMD | 52.00 | |
| | | | 163539 | 8/12/2020 | PE8/12 TREE MAINT @ LLMD | 1,949.50 | |
| | | | 163541 | 8/13/2020 | PE8/13 TREE MAINT @ LLMD | 208.00 | |
| | | | 163542 | 8/15/2020 | PE8/15 TREE MAINT @ LLMD | 1,404.00 | |
| | | | 163534 | 8/7/2020 | PE8/7 TREE MAINT @ LLMD | 728.00 | |
| | | | 163531 | 8/3/2020 | PE8/3 TREE MAINT @ LLMD | 52.00 | |
| | | | 163533 | 8/6/2020 | PE8/6 TREE MAINT @ LLMD | 621.00 | 7,607.50 |
| 109160 | 9/23/2020 | 51697 | WESTERN WATER WORKS SI59321-00 | 8/27/2020 | SOFT COPPER TUBING 100F | 641.63 | |
| | | | 59325-00 | 8/27/2020 | DBL SOCKET WRENCH KIT, E | 365.08 | |
| | | | 59349-00 | 9/1/2020 | GALV VLV BOX TOP | 77.43 | 1,084.14 |
| 109161 | 9/23/2020 | 42100 | ZUMAR INDUSTRIES INC 89536-A | 8/27/2020 | STREET SWEEPING SIGNS | 1,990.68 | |
| | | | 89536-C | 8/27/2020 | STREE SWEEPING SIGNS | 1,990.68 | |
| | | | 89536-D | 8/27/2020 | STREET SWEEPING SIGNS | 1,990.68 | |
| | | | 89536-B | 8/27/2020 | STREET SWEEPING SIGNS | 1,990.68 | 7,962.72 |
| Sub total for WELLS FARGO BANK: | | | | | | | 602,069.83 |

68 checks in this report.

Grand Total All Checks: 678,454.89

Date: September 23, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

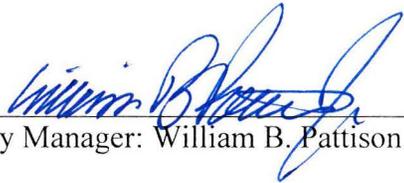
Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|----------------------------------------|-----------|--------|---------------------|--------------|-------------|-------------------------|-------------|---------------|
| 109162 | 9/23/2020 | 53835 | AVENDANO, GUADALUPE | Ref000214156 | 9/16/2020 | UB Refund Cst #00029759 | 93.92 | 93.92 |
| 109163 | 9/23/2020 | 53842 | DR HORTON | Ref000214163 | 9/16/2020 | UB Refund Cst #00051839 | 95.81 | 95.81 |
| 109164 | 9/23/2020 | 53843 | DR HORTON | Ref000214164 | 9/16/2020 | UB Refund Cst #00051932 | 80.56 | 80.56 |
| 109165 | 9/23/2020 | 53844 | DR HORTON | Ref000214165 | 9/16/2020 | UB Refund Cst #00052002 | 54.44 | 54.44 |
| 109166 | 9/23/2020 | 53845 | DR HORTON | Ref000214166 | 9/16/2020 | UB Refund Cst #00052070 | 19.55 | 19.55 |
| 109167 | 9/23/2020 | 53846 | DR HORTON | Ref000214167 | 9/16/2020 | UB Refund Cst #00052208 | 79.13 | 79.13 |
| 109168 | 9/23/2020 | 53836 | ESPINOZA, MARIBEL | Ref000214157 | 9/16/2020 | UB Refund Cst #00041115 | 42.02 | 42.02 |
| 109169 | 9/23/2020 | 53840 | FIERRO, MARICELA | Ref000214161 | 9/16/2020 | UB Refund Cst #00050142 | 75.68 | 75.68 |
| 109170 | 9/23/2020 | 53839 | HERNANDEZ, SONIA | Ref000214160 | 9/16/2020 | UB Refund Cst #00049179 | 94.39 | 94.39 |
| 109171 | 9/23/2020 | 53841 | MARROQUIN, MILTON | Ref000214162 | 9/16/2020 | UB Refund Cst #00051760 | 78.63 | 78.63 |
| 109172 | 9/23/2020 | 53838 | TIJERINA, JESSE | Ref000214159 | 9/16/2020 | UB Refund Cst #00048503 | 100.00 | 100.00 |
| 109173 | 9/23/2020 | 53837 | VELEZ, DELFINO | Ref000214158 | 9/16/2020 | UB Refund Cst #00045374 | 58.82 | 58.82 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 872.95 |

12 checks in this report.

Grand Total All Checks: 872.95

Date: September 23, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

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> |
|-----------------------------------------|-------------|---------------|------------------|-----------------|-------------------------------|--------------------|--------------------|
| 16 | 9/22/2020 | 25605 | MCCROMETER, INC. | 541505 RI | 8/25/2020 TOPPLT ASSY 10" BRP | 2,573.31 | 2,573.31 |
| Γ FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 2,573.31 |

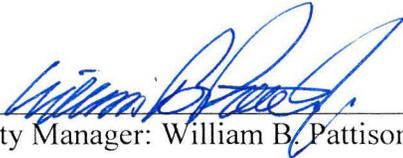
Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|----------------------------------------|-------------|---------------|----------------------|-----------------|--------------------|-------------------------|--------------------|----------|
| 109174 | 9/22/2020 | 53849 | DE LA ROSA, AMERICA | 2020 Grant | 9/22/2020 | CORONAVIRUS RELIEF FUNE | 3,300.00 | 3,300.00 |
| 109175 | 9/22/2020 | 53848 | MEZA, NICOLAS | 2020 Grant | 9/22/2020 | CORONAVIRUS RELIEF FUNE | 3,300.00 | 3,300.00 |
| 109176 | 9/22/2020 | 53847 | RS RESTAURANTS, INC. | 2020 Grant | 9/22/2020 | CORONAVIRUS RELIEF FUNE | 3,300.00 | 3,300.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 9,900.00 |

4 checks in this report.

Grand Total All Checks: 12,473.31

Date: September 22, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------------------------------------|-----------|--------|-------------------------------------|------------|--------------------------------------|-------------|-----------------|
| 109177 | 9/30/2020 | 53852 | COPIER LOGISTICS SPECIALI154909 | 9/24/2020 | ACC 6125331- BIZHUB C454+ | 895.00 | 895.00 |
| 109178 | 9/30/2020 | 53851 | MARIA D. VELADOR PADILLA 2020 Grant | 9/29/2020 | CORONAVIRUS RELIEF FUNE | 3,300.00 | 3,300.00 |
| 109179 | 9/30/2020 | 44714 | NV5, INC. | 151267 | 1/25/2020 PE12/28 AVE 48 WIDENING, S | 2,048.75 | |
| | | | 147685 | 12/23/2019 | PE10/26 CONSTRUCTION ST/ | 1,480.00 | |
| | | | 128109 | 6/21/2019 | PE5/25 AVE 48 WIDENING, ST | 750.00 | |
| | | | 145192 | 12/2/2019 | PE10/26 AVE 48 WIDENING, S | 708.75 | 4,987.50 |
| 109180 | 9/30/2020 | 51697 | WESTERN WATER WORKS SI58317-00 | 4/2/2020 | 2" SCH80 BALL VALVE, 2" SCH | 475.24 | |
| | | | 58882-00 | 6/15/2020 | YD ABRASIVE SANDCLOTH | 60.90 | |
| | | | 58509-00 | 4/21/2020 | PVC UTILITY SWING CHECK ' | 26.31 | 562.45 |
| Sub total for WELLS FARGO BANK: | | | | | | | 9,744.95 |

4 checks in this report.

Grand Total All Checks: 9,744.95

Date: September 30, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -:

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|------------------------------------------------|------------|--------|---------------------------|----------------|-------------|----------------------------|-------------------|
| 17 | 10/14/2020 | 02320 | CALPERS | 1000000161812 | 9/14/2020 | #6373819375, OCT2020 HEAL | 7,243.51 |
| | | | | 1000000161812 | 9/14/2020 | #6373819375, OCT2020 HEAL | 86,880.58 |
| 18 | 10/14/2020 | 46730 | CALPERS | 1000000161494 | 8/21/2020 | #6373819375, GASB-68 RPRT | 1,400.00 |
| 19 | 10/14/2020 | 26950 | MUNICIPAL CODE CORPORAT | 00348177 | 9/18/2020 | SP2020-AG2021 MUNICODE M | 6,400.00 |
| 20 | 10/14/2020 | 53857 | MURCHISON & CUMMING, LLI | 2400817 | 9/14/2020 | PE8/31, CH2003- LUDWIG, DC | 380.00 |
| 21 | 10/14/2020 | 52802 | RED WING BUSINESS ADVAN | 2020091000343 | 9/10/2020 | 8/27+28, 9/4+8+9 EMPLOYEE | 674.09 |
| | | | | 2020073000343 | 7/30/2020 | 7/27+29 EMPLOYEE WORK B | 4,273.97 |
| | | | | 2020081300343 | 8/13/2020 | 7/31, 8/5+10+11 EMPLOYEE V | 2,195.34 |
| | | | | 2020082700343 | 8/27/2020 | 8/20+25 EMPLOYEE WORK B | 269.13 |
| 22 | 10/14/2020 | 31705 | RIVERSIDE COUNTY FIRE DE | 233649 | 9/8/2020 | FY19/20- 4TH QTR FIRE PRO | 732,901.46 |
| 23 | 10/14/2020 | 48436 | UNIVAR SOLUTIONS USA INC. | 48732740 | 9/14/2020 | SODIUM BISULFITE | 6,502.15 |
| | | | | 48728429 | 9/10/2020 | SODIUM HYPOCHLORITE | 5,463.87 |
| 24 | 10/14/2020 | 53800 | WILMINGTON TRUST N. A. | 20200831-83482 | 8/31/2020 | CFD 2018-1 SPEC TAX FD | 2,000.00 |
| T FOR WELLS FARGO BANK -SEPARATE CHECK: | | | | | | | 856,584.10 |

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|------------|--------|---------------------------------|-----------|---------------------------|-----------------------------|-------------|
| 109181 | 10/14/2020 | 53760 | ACCURATE OVERHEAD DOOF20I-12189 | 9/16/2020 | INSTLL'D DELTA THREE RCVI | 5,183.06 | 5,183.06 |
| 109182 | 10/14/2020 | 53850 | ACEVES, JESUS | 9/14/2020 | TURF REMOVAL REBATE- PR | 2,631.60 | 2,631.60 |
| 109183 | 10/14/2020 | 48977 | ADT COMMERCIAL | 135996055 | 9/1/2020 | OCT2020 ALARM/EXT SVC PF | 626.74 |
| | | | | 135996056 | 9/1/2020 | OCT2020 ALARM/EXT SVC PF | 1,023.39 |
| | | | | 135996057 | 9/1/2020 | OCT2020 CELL/ESUITE/ALAR | 62.00 |
| | | | | 135996058 | 9/1/2020 | OCT2020 CELL/EXT SVC PRC | 27.00 |
| 109184 | 10/14/2020 | 46835 | AIR AND HOSE SOURCE, INC. | 396459 | 9/8/2020 | H200-C200 E/EX5FT, ETC | 174.21 |
| | | | | 396676 | 9/10/2020 | 2" CAP | 26.22 |
| | | | | 397263 | 9/15/2020 | 2 1/2" DJ-FEM NST C250X25' | 137.21 |
| 109185 | 10/14/2020 | 51894 | ALPHA MEDIA LLC | 506270-2 | 9/6/2020 | 8/28-9/3 AD SPOT: MASK GIVI | 220.00 |
| | | | | 506272-2 | 9/6/2020 | 8/28-9/3 AD SPOT: MASK GIVI | 220.00 |
| 109186 | 10/14/2020 | 45929 | BECK OIL, INC. | 38036CL | 8/31/2020 | PE8/31 ENG DEPT FUEL | 364.31 |
| | | | | 38037CL | 8/31/2020 | PE8/31 BLDG/PLANNING DEP | 84.54 |
| | | | | 38042CL | 8/31/2020 | PE8/31 STREETS DEPT FUEL | 584.83 |
| | | | | 38044CL | 8/31/2020 | PE8/31 WATER DEPT FUEL | 753.56 |
| | | | | 38048CL | 8/31/2020 | PE8/31 PARKS DEPT FUEL | 618.66 |
| | | | | 38068CL | 8/31/2020 | PE8/31 VEHICLE MAINT DEPT | 107.57 |
| | | | | 38069CL | 8/31/2020 | PE8/31 SENIOR CNTR FUEL | 153.85 |
| | | | | 38080CL | 8/31/2020 | PE8/31 CODE ENF DEPT FUE | 402.04 |
| | | | | 38091CL | 8/31/2020 | PE8/31 SANITARY DEPT FUEL | 493.20 |
| | | | | 38097CL | 8/31/2020 | PE8/31 BLDG MAINT DEPT FL | 256.38 |
| | | | | 38098CL | 8/31/2020 | PE8/31 ADMIN DEPT FUEL | 9.94 |
| | | | | 38369CL | 9/15/2020 | PE9/15 ENG DEPT FUEL | 246.48 |
| | | | | 38370CL | 9/15/2020 | PE9/15 BLDG/PLANNING DEP | 150.48 |
| | | | | 38375CL | 9/15/2020 | PE9/15 STREETS DEPT FUEL | 828.99 |
| | | | | 38377CL | 9/15/2020 | PE9/15 WATER DEPT FUEL | 490.53 |
| | | | | 38401CL | 9/15/2020 | PE9/15 VEHICLE MAINT DEPT | 175.07 |
| | | | | 38402CL | 9/15/2020 | PE9/15 SENIOR CNTR FUEL | 108.81 |
| | | | | 38424CL | 9/15/2020 | PE9/15 SANITARY DEPT FUEL | 533.02 |
| | | | | 399446 | 9/3/2020 | DYED CARB ULS DIESEL | 684.34 |
| 109187 | 10/14/2020 | 50383 | BOSS DESIGNS | 466 | 9/23/2020 | 5" REFLECTIVE NUMBERS | 300.00 |
| 109188 | 10/14/2020 | 49486 | BRC CONSTRUCTION | 2020226 | 9/15/2020 | RPR'D EROSION & CONCRET | 9,200.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|------------|--------|-----------------------------|-----------------|-------------|----------------------------|-------------|
| 109189 | 10/14/2020 | 43862 | BRENNTAG PACIFIC, INC | BPI77598 | 9/1/2020 | SODIUM HYPOCHLORITE | 1,094.47 |
| | | | | BPI81774 | 9/18/2020 | SODIUM HYPOCHLORITE | 2,146.01 |
| | | | | BPI81775 | 9/18/2020 | SODIUM HYPOCHLORITE | 2,146.01 |
| | | | | BPI81776 | 9/18/2020 | SODIUM HYPOCHLORITE | 2,146.01 |
| | | | | BPI317944 | 9/21/2020 | 9/18 DRUM RETURN | -1,280.00 |
| | | | | BPI77599 | 9/1/2020 | SODIUM HYPOCHLORITE | 2,188.93 |
| | | | | BPI77600 | 9/1/2020 | SODIUM HYPOCHLORITE | 2,188.93 |
| 109190 | 10/14/2020 | 50977 | BRISAS AIR CONDITIONING INC | 11299 | 9/9/2020 | RPR'D A/C @ COFFEE SHOP | 120.00 |
| 109191 | 10/14/2020 | 53391 | BSK ASSOCIATES | RD00592 | 9/15/2020 | JULY-AUG2020 WASTEWATER | 2,435.00 |
| | | | | RD00593 | 9/15/2020 | JULY-AUG2020 WATER SAMP | 5,240.00 |
| 109192 | 10/14/2020 | 44451 | CALIFORNIA BUILDING OFFIC | 13497 | 9/10/2020 | WEBINAR- PERMIT TECH 101 | 140.00 |
| 109193 | 10/14/2020 | 02048 | CDW GOVERNMENT, INC. | ZWW0702 | 8/27/2020 | SAMSUNG 860 EVO 500GB S | 382.58 |
| | | | | ZXG9822 | 8/31/2020 | EDGE 8GB KIT | 64.16 |
| | | | | ZXP4430 | 9/1/2020 | CLOVER REMAN TONER XER | 51.55 |
| | | | | ZWW1253 | 8/27/2020 | CLOVER REMAN TONER XER | 154.65 |
| 109194 | 10/14/2020 | 53426 | CELL BUSINESS EQUIPMENT | 69238986 | 8/22/2020 | SHARP MX5071+MX6071+MX | 621.38 |
| 109195 | 10/14/2020 | 07950 | CITY OF COACHELLA | July 2020 | 7/31/2020 | JULY2020 WATER- ST, PARK, | 31,007.36 |
| | | | | July 2020-LLD's | 7/31/2020 | JULY2020 WATER- LLD'S | 22,505.39 |
| 109196 | 10/14/2020 | 02273 | CLAIREMONT EQUIPMENT | 49474401 | 9/3/2020 | 8/31 54' REACH FORKLIFT RN | 776.63 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|------------|--------|--------------------------|--------------|-------------|-----------------------------|-------------|------------|
| 109197 | 10/14/2020 | 53220 | COACHELLA ACE HARDWARE | 1032/1 | 8/22/2020 | TOILET SEAT, TOOLBOX, TO | 126.51 | |
| | | | | 1053/1 | 8/28/2020 | AIRWICK OIL & PROTECTOR | 109.28 | |
| | | | | 1061/1 | 8/31/2020 | KEYKRAFTER #80 BRASS | 3.04 | |
| | | | | 1077/1 | 9/8/2020 | PIPE CUTTER PVC, BLADE DI | 29.29 | |
| | | | | 1080/1 | 9/9/2020 | 3GAL WATER COOLER | 40.22 | |
| | | | | 1082/1 | 9/9/2020 | TRUFUEL 50:1 MIX | 26.09 | |
| | | | | 1094/1 | 9/14/2020 | TEE BRASS COMP & MISC FA | 13.84 | |
| | | | | 1099/1 | 9/15/2020 | 3GAL WATER COOLER, BATT | 86.94 | |
| | | | | 1100/1 | 9/15/2020 | HOSE FUEL & TUBE VINYL | 34.14 | |
| | | | | 1102/1 | 9/15/2020 | FOAM MINI ROLLER, COUPLE | 61.05 | |
| | | | | 1103/1 | 9/15/2020 | COMP ADPT, COMP CONCTR | 68.46 | |
| | | | | 1121/1 | 9/21/2020 | MISC FASTENERS, ETC | 8.64 | |
| | | | | 1104/1 | 9/15/2020 | COMP CONCTR, HOSE ADAP | 44.52 | |
| | | | | 1107/1 | 9/16/2020 | SQUEEGE, PAINT BRUSH FO | 159.06 | |
| | | | | 1108/1 | 9/17/2020 | SHARPENER KNIFE, PADLOC | 39.15 | |
| | | | | 1110/1 | 9/18/2020 | PADLOCK | -10.86 | |
| | | | | 1111/1 | 9/18/2020 | DOOR STOP WEDGE, FABRIC | 80.30 | |
| | | | | 1119/1 | 9/20/2020 | FLEX SEAL WHITE, E6000 AD | 37.15 | |
| | | | | 1120/1 | 9/21/2020 | PLIER PUMP/GROOVE, 2GAL | 95.66 | |
| 109198 | 10/14/2020 | 45032 | COLLINS ELECTRIC CORP. | 043020-1 | 4/30/2020 | RPLC'D MONUMENT LIGHTIN | 2,500.00 | 1,052.48 |
| | | | | 050420-2 | 5/4/2020 | RPLC'D FIXTURE LIGHTING @ | 2,480.00 | 4,980.00 |
| 109199 | 10/14/2020 | 44959 | COMPUTER CONSULTANTS, | I31591 | 9/19/2020 | AUG-SEP2020 SVC CALLS | 4,462.50 | 4,462.50 |
| 109200 | 10/14/2020 | 52375 | CORE & MAIN LP | M994948 | 9/11/2020 | 1X3 REP CLP FULL CIRCLE | 41.39 | |
| | | | | N002605 | 9/14/2020 | 1 ANG BMV CPXMN SPCL CT: | 1,452.14 | |
| | | | | M813436 | 9/9/2020 | CUTTER HEAD 3/4" & 1" PIPE | 588.65 | 2,082.18 |
| 109201 | 10/14/2020 | 00214 | CORONET CONCRETE PROD | 1125072 | 8/25/2020 | 6.0 SACK EQ 60/40 FA | 214.10 | 214.10 |
| 109202 | 10/14/2020 | 00749 | COUNTY OF RIVERSIDE | SH0000037464 | 6/5/2020 | FY19/20 FACILITY EXPENSES | 214,972.49 | 214,972.49 |
| 109203 | 10/14/2020 | 11800 | COUNTY OF RIVERSIDE | AN0000002050 | 9/25/2020 | AUG2020 ANL SHLTR+FIELD+ | 18,814.60 | 18,814.60 |
| 109204 | 10/14/2020 | 09650 | CVAG | CV 20200-20 | 9/8/2020 | 4TH QTR- FY19/20 (JA-MA) AE | 10,879.73 | 10,879.73 |
| 109205 | 10/14/2020 | 09950 | CVWD | Aug 2020 | 9/1/2020 | CN 332543, AUG2020 WELL R | 51,651.60 | 51,651.60 |
| 109206 | 10/14/2020 | 09950 | CVWD | 16570 | 8/26/2020 | FY2020 CVRWMG PROGRAM | 13,374.99 | 13,374.99 |
| 109207 | 10/14/2020 | 50103 | D&H WATER SYSTEMS | I 2020-1053 | 9/18/2020 | INSTLL'D DEOX 2000 ANALYZ | 2,500.00 | 2,500.00 |
| 109208 | 10/14/2020 | 49859 | DEAZTLAN CONSULTING, LLC | 2020-2 | 9/3/2020 | WATER SAMPLE LITERATUR | 750.00 | 750.00 |
| 109209 | 10/14/2020 | 12870 | DEPARTMENT OF JUSTICE | 467956 | 9/3/2020 | AUG2020 FINGERPRINTS | 147.00 | 147.00 |
| 109210 | 10/14/2020 | 42761 | DEPT OF ENVIRONMENTAL H | IN0393661 | 9/14/2020 | FAC #FA0038715, RLF PARK, I | 734.00 | 734.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|------------|--------|---------------------------|--------------|-------------|-------------------------------|-------------|-----------|
| 109211 | 10/14/2020 | 44836 | DESERT CITY GLASS, INC | 31090 | 5/13/2020 | INSTLL'D 1/8" CLEAR GLASS, | 435.00 | 435.00 |
| 109212 | 10/14/2020 | 53389 | DESERT CONCEPTS CONSTR | 19649 | 6/22/2020 | 6/8-10 EMRGNCY WTR LINE F | 38,850.00 | 38,850.00 |
| 109213 | 10/14/2020 | 01089 | DESERT ELECTRIC SUPPLY | S2777722.001 | 8/27/2020 | INSD M-CBL CONN BLOCK, E | 477.10 | 477.10 |
| 109214 | 10/14/2020 | 52970 | DESERT POOL SPECIALISTS, | 124286 | 9/1/2020 | SEP2020 FOUNTAIN SVCS | 400.00 | |
| | | | | 124316 | 9/4/2020 | RPLC'D SKIMMER BASKET @ | 59.27 | 459.27 |
| 109215 | 10/14/2020 | 48359 | DESERT STEEL SUPPLY | 19456 | 9/17/2020 | 4'X8' EXPANDED METAL & CU | 304.50 | 304.50 |
| 109216 | 10/14/2020 | 13700 | DEWEY PEST CONTROL INC. | 13719694 | 9/1/2020 | AC103361, SEP2020, SENIOR | 80.00 | |
| | | | | 13727153 | 9/1/2020 | AC1450610, SEP2020, DE ORI | 160.00 | |
| | | | | 13733118 | 9/1/2020 | AC1281215, SEP2020, SIERRA | 301.00 | |
| | | | | 13733119 | 9/1/2020 | AC1281218, SEP2020, 51251 I | 900.00 | 1,441.00 |
| 109217 | 10/14/2020 | 42442 | DIRECTV | 37737104479 | 9/3/2020 | SEP2020 BUSINESS XTRA PK | 195.23 | 195.23 |
| 109218 | 10/14/2020 | 14860 | E. K. WOOD LUMBER COMPAN | 491820 | 9/29/2020 | LG COTT KNIT GLOVE, ETC | 16.24 | |
| | | | | 491618 | 9/21/2020 | GRN MARKING PAINT, ETC | 69.95 | |
| | | | | 491376 | 9/9/2020 | TEFLON TAPE, GORILLA TAPI | 29.35 | |
| | | | | 491466 | 9/14/2020 | ENAMEL | 85.50 | |
| | | | | 491491 | 9/15/2020 | USS HX CP GR5, C-PAK USS | 39.40 | |
| | | | | 491494 | 9/15/2020 | STL/ZINC QUICK LINK | 11.81 | |
| | | | | 491637 | 9/21/2020 | SS CLAMP, CUTT WHEEL, ET | 146.22 | 398.47 |
| 109219 | 10/14/2020 | 53799 | ENTERPRISE FLEET MGMT., | IFBN4008466 | 8/5/2020 | JUL-AUG2020 LEASE CHRGS | 10,227.11 | |
| | | | | FBN4029018 | 9/3/2020 | SEP2020 LEASE CHRGS ('20 I | 5,627.90 | 15,855.01 |
| 109220 | 10/14/2020 | 50162 | FASTENAL COMPANY | CAPAM74042 | 8/24/2020 | ASSORTED FREEZE POP | 94.61 | 94.61 |
| 109221 | 10/14/2020 | 51141 | FENCEWORKS, INC. | A119138 | 9/18/2020 | TEMP FENCE RELOCATION @ | 2,546.44 | 2,546.44 |
| 109222 | 10/14/2020 | 48834 | FIX-IT COMMERCIAL SERVICE | 00129 | 9/22/2020 | RPR'D FREEZER & ICE MACH | 1,300.85 | 1,300.85 |
| 109223 | 10/14/2020 | 51604 | FRONTIER | BD 9/16/20 | 9/16/2020 | ACC 209-188-4039-091192-5, \$ | 164.10 | |
| | | | | 3983051-SP20 | 9/1/2020 | 760/398-3051, 9/1/20 | 65.35 | 229.45 |
| 109224 | 10/14/2020 | 43672 | FULTON DISTRIBUTING COMF | 514582 | 9/9/2020 | TISSUE TOILET 2PLY | 1,106.96 | |
| | | | | 515155 | 9/16/2020 | SURGICAL MASK, INSECTICII | 724.00 | |
| | | | | 505156 | 9/16/2020 | AQUAFINA WATER | 90.96 | |
| | | | | 515309 | 9/17/2020 | DISINFECTING LYSOL WIPES | 98.34 | 2,020.26 |
| 109225 | 10/14/2020 | 52615 | G/M BUSINESS INTERIORS | 0262575-IN | 9/2/2020 | FURNITURE @ WATER DEPT | 1,960.09 | |
| | | | | 0262576-IN | 9/2/2020 | FURNITURE @ WATER DEPT | 1,144.95 | |
| | | | | 0262577-IN | 9/2/2020 | FURNITURE @ WATER DEPT | 4,410.89 | 7,515.93 |
| 109226 | 10/14/2020 | 51494 | GARDA CL WEST, INC. | 10590723 | 9/1/2020 | SEP2020 ARMORED TRANSP | 626.43 | |
| | | | | 10590733 | 9/1/2020 | SEP2020 CASHLINK MAINTEN | 788.43 | |
| | | | | 20449249 | 8/31/2020 | AUG2020 EXCESS LIABILITY | 162.95 | 1,577.81 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 109227 | 10/14/2020 | 52905 | GOVERNMENT TAX SEMINAR 12/8+9 Webinar | 10/1/2020 | REG 12/8+9, GVRNMNT TAX S | 395.00 | 395.00 |
| 109228 | 10/14/2020 | 00207 | GRAINGER INC | 9662947572 | 9/23/2020 | PARKING LOT LIGHT FIXTUR | 1,757.19 |
| | | | | 9663110311 | 9/23/2020 | PARKING LOT LIGHT FIXTUR | 1,532.20 |
| | | | | 9641183000 | 9/3/2020 | PARKING LOT LIGHT FIXTUR | 1,757.19 |
| | | | | 9641183018 | 9/3/2020 | PARKING LOT LIGHT FIXTUR | 3,064.40 |
| | | | | 9647630434 | 9/10/2020 | PAVEMENT REPAIR PATCH | 1,262.59 |
| | | | | 9653685991 | 9/15/2020 | PUMP REPAIR KIT, BLEED VA | 1,748.71 |
| 109229 | 10/14/2020 | 53854 | GRANITE TELECOMMUNICATI | 497478729 | 9/1/2020 | AC 04418223, SEP2020 SVCS | 211.92 |
| 109230 | 10/14/2020 | 53508 | H & G HOME IMPROVEMENTS | 095 | 9/9/2020 | RPR'D GATE @ 1515 6TH ST | 385.00 |
| 109231 | 10/14/2020 | 51892 | HERC RENTALS, INC. | 31683577-001 | 9/18/2020 | 9/15-17 MINI TRACK LDR, ETC | 558.79 |
| | | | | 31695210-001 | 9/22/2020 | 9/21 MINI TRACK LDR, ETC R | 279.41 |
| 109232 | 10/14/2020 | 53855 | HERNANDEZ, JESUS | Turf Rbt | 9/28/2020 | TURF REMOVAL REBATE- PR | 2,700.00 |
| 109233 | 10/14/2020 | 00996 | HOME DEPOT | 4170697 | 9/10/2020 | BOTTLE WATER, 28IN WALL C | 213.55 |
| 109234 | 10/14/2020 | 20150 | HYDRO AG SYSTEMS | 255463 | 9/21/2020 | 2" MALE CAMLOCK X FIPT | 7.58 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 109235 | 10/14/2020 | 20450 | IMPERIAL IRRIGATION DISTRI | 50733502-AG20 | 9/4/2020 | AC50733502, 8/4-9/1 | 24.99 |
| | | | | 50734422-AG20 | 9/4/2020 | AC50734422, 8/4-9/1 | 43.83 |
| | | | | MdJL-MdAG | 8/14/2020 | MID JULY-MID AUGUST 2020 | 57,357.90 |
| | | | | 50408460-AG20 | 8/28/2020 | AC50408460, 7/28-8/26, WELL | 10,230.16 |
| | | | | 50416425-AG20 | 9/4/2020 | AC50416425, 8/4-9/1 | 85.50 |
| | | | | 50434217-AG20 | 8/28/2020 | AC50434217, 7/28-8/26 | 40.88 |
| | | | | 50459795-AG20 | 8/28/2020 | AC50459795, 7/28-8/26 | 43.10 |
| | | | | 50459796-AG20 | 8/28/2020 | AC50459796, 7/28-8/26 | 64.25 |
| | | | | 50459819-AG20 | 8/28/2020 | AC50459819, 7/28-8/26 | 52.39 |
| | | | | 50487676-AG20 | 9/4/2020 | AC50487676, 8/4-9/1, LIFT ST/ | 13.98 |
| | | | | 50516108-AG20 | 9/4/2020 | AC50516108, 8/4-9/1 | 13.37 |
| | | | | 50522793-AG20 | 8/28/2020 | AC50522793, 7/29-8/25, SCAD | 13.64 |
| | | | | 50527782-AG20 | 9/4/2020 | AC50527782, 8/4-9/1 | 12.34 |
| | | | | 50642002-AG20 | 9/4/2020 | AC50642002, 8/4-9/1 | 85.96 |
| | | | | 50642141-AG20 | 9/4/2020 | AC50642141, 8/4-9/1 | 39.02 |
| | | | | 50035560-AG20 | 9/1/2020 | AC50035560, 7/30-8/27, ST LIC | 18,665.50 |
| | | | | 50035734-AG20 | 9/4/2020 | AC50035734, 7/2-8/31, CVHS F | 258.55 |
| | | | | 50035755-AG20 | 8/28/2020 | AC50035755, 7/28-8/26, PUMP | 4,090.08 |
| | | | | 50035836-AG20 | 9/4/2020 | AC50035836, 8/4-9/1, WELL #1 | 364.06 |
| | | | | 50217597-AG20 | 9/4/2020 | AC50217597, 8/4-9/1 | 40.12 |
| | | | | 50387122-AG20 | 9/8/2020 | AC50387122, 8/4-9/1, SEWER | 26,156.96 |
| | | | | 50404153-AG20 | 9/4/2020 | AC50404153, 8/4-9/1 | 68.03 |
| | | | | 50404154-AG20 | 9/4/2020 | AC50404154, 8/4-9/1 | 13.16 |
| | | | | 50404155-AG20 | 9/4/2020 | AC50404155, 8/4-9/1 | 13.40 |
| | | | | 50705542-AG20 | 9/4/2020 | AC50705542, 8/4-9/1, PERMIT | 2,479.07 |
| | | | | 50705544-AG20 | 9/4/2020 | AC50705544, 8/4-9/1, PERMIT | 106.96 |
| | | | | | | | 120,377.20 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
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| 109236 | 10/14/2020 | 45108 | IMPERIAL SPRINKLER SUPPL | 4344330-00 | 9/14/2020 | MISC 36" CINCH TIES | 10.54 | |
| | | | | 4321987-00 | 8/26/2020 | SCH40 PVC PIPE, 2" PVC BAL | 61.83 | |
| | | | | 4322534-00 | 8/26/2020 | SMALL VICTOR PVC PIPE CU | 40.09 | |
| | | | | 4322604-00 | 8/26/2020 | SCH40 PVC PIPE | 11.39 | |
| | | | | 4323506-00 | 8/27/2020 | SCH40 PVC PIPE, 4" POP-UP | 427.88 | |
| | | | | 4323868-00 | 8/27/2020 | RAINBIRD 1" PLASTIC INLINE | 67.43 | |
| | | | | 4325715-00 | 8/28/2020 | SCH40 PVC PIPE, SCH80 TBE | 140.97 | |
| | | | | 4326096-00 | 8/28/2020 | 3/4X1/2 90 ELL SCH40 PVC | 4.39 | |
| | | | | 4327850-00 | 8/31/2020 | BLUE GLUE LOW VOC, ETC | 22.92 | |
| | | | | 4340685-00 | 9/10/2020 | 47" LAQUERED HANDLE SHO | 25.53 | |
| | | | | 4341902-00 | 9/10/2020 | HATMENT CLASSIC LIFEGRD | 23.93 | |
| | | | | 4342451-00 | 9/11/2020 | MISC 36" CINCH TIES | 17.12 | |
| | | | | 4344568-00 | 9/14/2020 | PIPESW 1" SCH40 PVC PIPE, | 51.07 | |
| | | | | 4265320-01 | 8/31/2020 | RAINBIRD ROTOR POP-UP | 582.85 | |
| | | | | 4317257-00 | 8/24/2020 | CHEM SEDGEHAMMER WEEI | 131.59 | |
| | | | | 4317380-00 | 8/24/2020 | CHEM SEDGEHAMMER WEEI | 263.18 | |
| | | | | 4317609-00 | 8/24/2020 | CHEM SEDGEHAMMER WEEI | 131.59 | |
| | | | | 4329883-00 | 9/1/2020 | TOOLCORO QUICKSAW 7" FC | 36.87 | |
| | | | | 4319679-00 | 8/25/2020 | REPLACEMENT BLADE, 12" S | 55.91 | |
| | | | | 4321752-00 | 8/26/2020 | HUNTER 11/2" GLASS FILLED | 893.25 | |
| | | | | 4265320-02 | 9/8/2020 | RAINBIRD ROTOR POP-UP P/ | 582.85 | |
| | | | | 4329391-00 | 9/1/2020 | HUNTER ULTRA POP-UP ROT | 250.21 | |
| | | | | 4329391-01 | 9/2/2020 | 3/4" 90 STR ELL MARLEX | 27.17 | |
| | | | | 4330758-00 | 9/1/2020 | HUNTER ULTRA POP-UP ROT | 175.58 | |
| | | | | 4330758-01 | 9/2/2020 | 3/4" 90 STR ELL MARLEX | 13.59 | |
| | | | | 4332789-00 | 9/2/2020 | PIPESW 1" SCH40 PVC PIPE, | 197.23 | |
| | | | | 4333925-00 | 9/3/2020 | DRIPNETA TECHLINE INSERT | 15.79 | |
| | | | | 4335159-00 | 9/4/2020 | PIPESW 1" SCH40 PVC PIPE | 76.74 | |
| | | | | 4336597-00 | 9/4/2020 | HUNTER ULTRA POP-UP ROT | 135.40 | |
| | | | | 4337770-00 | 9/8/2020 | MCC PLASTIC TUBING CUTTI | 40.84 | |
| | | | | 4337966-00 | 9/8/2020 | 3/4" COUPLING PVC SCH40 | 2.65 | 4,518.38 |
| 109237 | 10/14/2020 | 53625 | INTERSTATE ALL BATTERY CE | 1920701012188 | 7/20/2020 | 3.7V 2.5AH LION 18650 9.25W | 271.14 | 271.14 |
| 109238 | 10/14/2020 | 51600 | IRC, INC. | 2020080039 | 8/1/2020 | 8/1-9/1 PRE-EMPLOYMENT S | 342.70 | 342.70 |
| 109239 | 10/14/2020 | 53151 | KLOB-FM | 545433-1 | 8/30/2020 | 8/28-9/4 AD SPOT: MASK GIVI | 150.00 | 150.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
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| 109240 | 10/14/2020 | 47328 | KONICA MINOLTA | 36196850 | 9/2/2020 | ACC 061-0042081-000, SEP20 | 67.43 | |
| | | | | 36168725 | 8/31/2020 | BIZHUB 501, WATER DEPT, A | 163.43 | |
| | | | | 533879 BO | 9/15/2020 | ACC 061-0088076-000, EQUIP | 1,631.25 | 1,862.11 |
| 109241 | 10/14/2020 | 44047 | KONICA MINOLTA BUSINESS | 9007082252 | 8/31/2020 | BIZHUB C364, PERMIT CNTR, | 17.71 | |
| | | | | 9007082251 | 8/31/2020 | BIZHUB C360, CORP YARD, A | 339.63 | |
| | | | | 9007115654 | 9/13/2020 | BIZHUB C454E, CITY HALL, 8/ | 81.64 | 438.98 |
| 109242 | 10/14/2020 | 53152 | KPST-FM | 545435-1 | 8/30/2020 | 8/28-9/4 AD SPOT: MASK GIVI | 150.00 | 150.00 |
| 109243 | 10/14/2020 | 51183 | LINKO TECHNOLOGY INC. | 7523 | 9/17/2020 | SEP2020/21 SBSCRPTN: LINK | 5,325.00 | 5,325.00 |
| 109244 | 10/14/2020 | 24600 | LOPES HARDWARE | 009337 | 9/15/2020 | PADLOCKS, GLOVES, DUCK | 630.28 | |
| | | | | 009572 | 9/23/2020 | PADLOCKS & TAPE | 126.06 | |
| | | | | 008723 | 9/15/2020 | PADLOCKS, PAINT, TAPE, EX | 602.78 | |
| | | | | 009465 | 9/10/2020 | PADLOCKS, CLAMPS, GLOVE | 494.82 | 1,853.94 |
| 109245 | 10/14/2020 | 02162 | LOWE'S COMPANIES, INC. | 65088 | 9/15/2020 | AIRWICK OIL, 11IN BLK CABL | 224.25 | 224.25 |
| 109246 | 10/14/2020 | 49857 | MANPOWER US INC. | 35254396 | 9/6/2020 | WE 9/6: RAMIREZ | 372.00 | |
| | | | | 35276655 | 9/13/2020 | WE 9/13: RAMIREZ | 372.00 | 744.00 |
| 109247 | 10/14/2020 | 25900 | MEREDITH & SIMPSON CONS | 200932 | 9/14/2020 | INSTLL'D ELECTRICAL TO GA | 323.15 | |
| | | | | 200956 | 9/25/2020 | INSTLL'D MOTION SENSOR, I | 726.42 | 1,049.57 |
| 109248 | 10/14/2020 | 51579 | METLIFE- GROUP BENEFITS | Oct2020 | 9/15/2020 | OCT2020 DENTAL/VISION/LIF | 12,484.81 | 12,484.81 |
| 109249 | 10/14/2020 | 00101 | MUNISERVICES/GRS | INV06-009822 | 9/17/2020 | JULY-SEP2020 SVCS: UTILITY | 4,481.60 | 4,481.60 |
| 109250 | 10/14/2020 | 49990 | NORTHERN SAFETY CO., INC | 904147507 | 9/21/2020 | UHF 4 CHANNEL TWO-WAY F | 254.04 | 254.04 |
| 109251 | 10/14/2020 | 42112 | NRO ENGINEERING | 07-20-011 | 8/31/2020 | PE8/31 PLNCK, ST-123 PJCT; | 2,811.25 | |
| | | | | 09-20-008 | 8/31/2020 | PE8/31 PLNCK, CASTRO'S MC | 250.00 | 3,061.25 |
| 109252 | 10/14/2020 | 53853 | NUNEZ, MARISOL | Turf Rbt | 9/22/2020 | TURF REMOVAL REBATE- PR | 2,091.00 | 2,091.00 |
| 109253 | 10/14/2020 | 52757 | OLLIN STRATEGIES | 142 | 9/21/2020 | SEPT2020 CONSULTING SVC | 5,000.00 | 5,000.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 109254 | 10/14/2020 | 47192 | O'REILLY AUTO PARTS | 2855-236552 | 7/22/2020 | CLAMP SET | -6.84 |
| | | | | 2855-236557 | 7/22/2020 | SCREWDRIVER, SEC BIT SET | 84.54 |
| | | | | 2855-249652 | 8/31/2020 | 1GAL ANTIFREEZE, ETC | 149.88 |
| | | | | 2855-249946 | 9/1/2020 | SEMI-MET PAD & SWAY BAR | 83.67 |
| | | | | 2855-250330 | 9/2/2020 | S-HC BELT | 24.12 |
| | | | | 2855-250335 | 9/2/2020 | OUTLET SEAL & THERMOSTAT | 17.31 |
| | | | | 2855-252047 | 9/7/2020 | BATTERY | 196.24 |
| | | | | 2855-252198 | 9/8/2020 | STEPS | 35.88 |
| | | | | 2855-252345 | 9/8/2020 | VAN BRUSH | 23.91 |
| | | | | 2855-252481 | 9/9/2020 | PIN & CLIP | 32.58 |
| | | | | 2855-252600 | 9/9/2020 | F/P MOD ASM | 177.34 |
| | | | | 2855-252602 | 9/9/2020 | STARTER | 125.53 |
| | | | | 2855-254315 | 9/14/2020 | BATTERY | 288.68 |
| | | | | 2855-254503 | 9/15/2020 | BATTERY | -215.81 |
| | | | | 2855-254833 | 9/16/2020 | CABIN FILTER | 54.35 |
| 109255 | 10/14/2020 | 01736 | PALM SPRINGS PUMP, INC. | 20-3313 | 8/25/2020 | INSTLL'D VFD FAN @ WELL # | 510.75 |
| | | | | 20-3340 | 9/16/2020 | 8/27, 9/2+3 SVC CALLS @ WE | 2,637.00 |
| | | | | 20-3362 | 9/18/2020 | 8/25 SVC CALL: RPLC'D FANS | 484.25 |
| 109256 | 10/14/2020 | 49989 | PAUL ASSOCIATES | 84911 | 9/11/2020 | NOTIE OF VIOLATION DOOR | 1,191.70 |
| 109257 | 10/14/2020 | 09800 | PERMA | WC 2020-21/2 | 9/14/2020 | 2020-21 WORKERS' COMP DE | 99,494.25 |
| 109258 | 10/14/2020 | 02028 | PETE'S ROAD SERVICE, INC. | 446139-00 | 9/29/2020 | FLAT REPAIR | 27.11 |
| | | | | 437789-00 | 8/31/2020 | MOUNT/BALANCE NEW TIRE | 324.37 |
| | | | | 437790-00 | 8/31/2020 | MOUNT/BALANCE NEW TIRE | 324.37 |
| | | | | 439725-00 | 9/3/2020 | MOUNT/BALANCE NEW TIRE | 496.12 |
| | | | | 440202-00 | 9/8/2020 | FLAT REPAIR | 26.11 |
| 109259 | 10/14/2020 | 42433 | POOL & ELECTRICAL PRODU | 02626997 | 9/10/2020 | GRANULAR CHLORINE | 426.26 |
| 109260 | 10/14/2020 | 52389 | POWER SECURITY GROUP IN | 3721 | 7/31/2019 | JULY2019 SECURITY GRD SV | 4,613.16 |
| | | | | 4144 | 3/30/2020 | MAR2020 SECURITY GRD SV | 2,225.60 |
| | | | | 4366 | 9/8/2020 | AUG2020 PATROL SVCS | 5,307.20 |
| | | | | 4367 | 9/10/2020 | AUG2020 SECURITY GRD SV | 3,852.00 |
| 109261 | 10/14/2020 | 53552 | QUENCH USA, INC. | INV02646870 | 9/1/2020 | AC D347648, SEP2020 RNTL, | 32.63 |
| | | | | | | | 1,071.38 |
| | | | | | | | 3,632.00 |
| | | | | | | | 1,191.70 |
| | | | | | | | 99,494.25 |
| | | | | | | | 1,198.08 |
| | | | | | | | 426.26 |
| | | | | | | | 15,997.96 |
| | | | | | | | 32.63 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|------------|--------|----------------------------------|----------------|-------------|----------------------------|-------------|----------|
| 109262 | 10/14/2020 | 52306 | QUINN COMPANY | 15435401 | 9/10/2020 | 9/2-10 COMPACT TRACK LDR | 883.88 | |
| | | | | K3C000766 | 8/28/2020 | TIEDOWN RATCHET | 27.19 | |
| | | | | WOG00008726 | 9/22/2020 | 9/21 PM1 INSPECTION SVC @ | 290.50 | |
| | | | | WOG00008725 | 9/22/2020 | 9/21 PM1 INSPECTION SVC @ | 401.65 | |
| | | | | WOG00008724 | 9/22/2020 | 9/21 PM1 INSPECTION SVC @ | 263.85 | |
| | | | | 15530601 | 9/17/2020 | 9/9-17 DUMP TRUCK RNTL | 697.08 | 2,564.15 |
| 109263 | 10/14/2020 | 53736 | RG2 MANAGEMENT LLC | 2502 | 9/13/2020 | WE 9/6: F. HERNANDEZ | 720.00 | |
| | | | | 2503 | 9/13/2020 | WE 9/13: F. HERNANDEZ | 742.50 | 1,462.50 |
| 109264 | 10/14/2020 | 53475 | RUDYS ELECTRIC | 10829 | 9/11/2020 | INSTLL'D 20AMP CIRCUIT, ET | 507.00 | |
| | | | | 10830 | 9/11/2020 | TRBLSHT GATE OPENER @ C | 150.00 | |
| | | | | 10831 | 9/11/2020 | RPLC'D POOL LIGHT, ETC @ | 615.00 | 1,272.00 |
| 109265 | 10/14/2020 | 47658 | RUIZVA L. PEST CONTROL | 100 | 8/25/2020 | AUG2020 SVCS: FIRE STATIO | 65.00 | 65.00 |
| 109266 | 10/14/2020 | 52991 | S & D CAR WASH MANAGEMEARB111826 | | 7/31/2020 | JULY2020 CAR WASH SERVIC | 223.68 | |
| | | | | ARB112215 | 8/31/2020 | AUG2020 CAR WASH SERVIC | 321.54 | 545.22 |
| 109267 | 10/14/2020 | 53856 | SAAVEDRA, CRYSTAL A. | 2020 | 9/24/2020 | REFUND- SHORT TERM REN' | 100.00 | 100.00 |
| 109268 | 10/14/2020 | 32950 | SAFETY-KLEEN SYSTEMS, IN | 83926827 | 8/26/2020 | 8/24 SVC | 257.12 | 257.12 |
| 109269 | 10/14/2020 | 51849 | SANTA ROSA DEL VALLE | 28900 | 3/13/2020 | FEB2020 SVCS: E. CORONA | 100.00 | |
| | | | | 30540 | 9/14/2020 | AUG2020 SVCS: GASU+SIMM | 50.00 | |
| | | | | 30560 | 9/14/2020 | AUG2020 SVCS: GASU+SIMM | 150.00 | 300.00 |
| 109270 | 10/14/2020 | 44581 | SIGN-A-RAMA | 102107 | 9/23/2020 | INSTLL'D SNEEZE GUARDS @ | 2,189.64 | |
| | | | | 102313 | 9/23/2020 | SNEEZE GUARDS @ PERMIT | 1,430.92 | |
| | | | | 102553 | 9/23/2020 | RPR'D MONUMENT SIGN @ A | 1,380.60 | |
| | | | | 102841 | 9/23/2020 | INSTLL'D MONUMENT LOGO'S | 447.05 | 5,448.21 |
| 109271 | 10/14/2020 | 44780 | SOUTHERN CALIFORNIA GAS | 91109206 | 11/18/2019 | CLAIM #300493-GAS MAIN @ | 2,795.21 | 2,795.21 |
| 109272 | 10/14/2020 | 52595 | STAPLES BUSINESS CREDIT | 7312521776-0-1 | 8/24/2020 | KEYBOARD SPLIT DESIGN W | 52.08 | |
| | | | | 7312521776-0-2 | 8/24/2020 | PENTEL ENERGEL RTX | 28.37 | 80.45 |
| 109273 | 10/14/2020 | 00102 | SUNLINE TRANSIT AGENCY | INV04502 | 9/3/2020 | AUG2020 CNG FUEL | 999.68 | 999.68 |
| 109274 | 10/14/2020 | 36300 | SWRCB FEES | EA 0620-2472 | 9/9/2020 | CERT 2472, ELAP2020, EXP 6 | 3,289.00 | 3,289.00 |
| 109275 | 10/14/2020 | 37600 | THE DESERT SUN PUBLISHIN | 0003474447 | 8/31/2020 | AUG2020 PUBLISHED ADS | 525.80 | 525.80 |
| 109276 | 10/14/2020 | 42289 | TIME WARNER CABLE | 0037022082820 | 8/28/2020 | 1515 6TH ST-AH, SEP2020 | 1,589.59 | 1,589.59 |
| 109277 | 10/14/2020 | 38250 | TOPS N BARRICADES | 1083717 | 8/31/2020 | 8/27-9/1 BARRICADE W/ LIGH | 30.50 | |
| | | | | 1084104 | 9/25/2020 | TEMP NO PARKING & HARD F | 115.22 | 145.72 |
| 109278 | 10/14/2020 | 50590 | TOUCHTONE COMMUNICATIC | 988660 | 9/1/2020 | AC 1100006871, SEP2020 | 6.94 | 6.94 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
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| 109279 | 10/14/2020 | 44978 | TRI-STATE MATERIALS, INC. | 92454 | 9/8/2020 | ANTIQUE BROWN RUBBLE | 82.86 | |
| | | | | 92455 | 9/9/2020 | ANTIQUE BROWN RUBBLE | 41.42 | |
| | | | | 92456 | 9/9/2020 | 3/8" MOJAVE GOLD | 156.70 | |
| | | | | 92457 | 9/9/2020 | DESERT GOLD DG | 72.38 | |
| | | | | 92485 | 9/10/2020 | DESERT GOLD DG | 72.38 | 425.74 |
| 109280 | 10/14/2020 | 51179 | TURNER, WARREN, HWANG | 137247 | 8/31/2020 | 2020 TAX CONSULTATION | 2,075.00 | 2,075.00 |
| 109281 | 10/14/2020 | 45053 | TYLER TECHNOLOGIES, INC. | 045-313806 | 9/1/2020 | OT2020-SP2021 CLOUD TIME | 11,118.71 | 11,118.71 |
| 109282 | 10/14/2020 | 38800 | UNDERGROUND SERVICE AL | dsb20194509 | 9/1/2020 | CA STATE FEE FOR REGULA | 57.80 | |
| | | | | 820200111 | 9/1/2020 | AUG2020- 66 NEW TICKETS+ | 118.90 | 176.70 |
| 109283 | 10/14/2020 | 50229 | URBAN HABITAT ENVIRONME | 5833 | 8/31/2020 | 8/19 RPR'D IRRGTN @ DIST 3 | 302.29 | |
| | | | | 5834 | 8/31/2020 | 8/19 RPR'D IRRGTN @ DIST 1 | 226.66 | |
| | | | | 5815 | 8/31/2020 | 8/10 RPR'D IRRGTN @ DIST 3 | 104.42 | |
| | | | | 5816 | 8/31/2020 | 8/10 RPR'D IRRGTN @ DIST 1 | 42.89 | |
| | | | | 5817 | 8/31/2020 | 8/10 RPR'D IRRGTN @ DIST 1 | 68.30 | |
| | | | | 5827 | 8/31/2020 | 8/17 RPR'D IRRGTN @ DIST 2 | 234.06 | |
| | | | | 5828 | 8/31/2020 | 8/17 RPR'D IRRGTN @ DIST 1 | 164.50 | |
| | | | | 5829 | 8/31/2020 | 8/18 RPR'D IRRGTN @ DIST 2 | 56.97 | |
| | | | | 5830 | 8/31/2020 | 8/18 RPR'D IRRGTN @ DIST 2 | 33.67 | |
| | | | | 5831 | 8/31/2020 | 8/18 RPR'D IRRGTN @ DIST 2 | 289.02 | |
| | | | | 5832 | 8/31/2020 | 8/18 RPR'D IRRGTN @ DIST 2 | 43.02 | |
| | | | | 5835 | 8/31/2020 | 8/20 RPR'D IRRGTN @ DIST 3 | 383.77 | |
| | | | | 5836 | 8/31/2020 | 8/20 RPR'D IRRGTN @ DIST 3 | 164.22 | |
| | | | | 5818 | 8/31/2020 | 8/11 RPR'D IRRGTN @ DIST 3 | 131.13 | |
| | | | | 5820 | 8/31/2020 | 8/12 RPR'D IRRGTN @ DIST 1 | 94.14 | |
| | | | | 5821 | 8/26/2020 | 8/12 RPR'D IRRGTN @ DIST 1 | 206.95 | |
| | | | | 5822 | 8/26/2020 | 8/13 RPR'D IRRGTN @ DIST 1 | 245.14 | |
| | | | | 5823 | 8/26/2020 | 8/14 RPR'D IRRGTN @ DIST 1 | 74.51 | |
| | | | | 5826 | 8/31/2020 | 8/15 RPR'D IRRGTN @ DIST 2 | 173.66 | 3,039.32 |
| 109284 | 10/14/2020 | 48066 | US BANK | Sta 8/25/20 | 8/25/2020 | ACC XXXX-XXXX-XXXX-0925, | 5,356.84 | 5,356.84 |
| 109285 | 10/14/2020 | 43751 | USA BLUEBOOK | 347004 | 9/2/2020 | MAX EAR PLUGS, GLOVES, E | 543.59 | |
| | | | | 364737 | 9/21/2020 | 1/2' PVC NEEDLE VALVE | 96.01 | 639.60 |
| 109286 | 10/14/2020 | 39640 | VALLEY LOCK & SAFE | 162774 | 9/14/2020 | KEY | 38.06 | |
| | | | | 162693 | 9/15/2020 | RPLC'D CYL LOCK @ CORP Y | 150.00 | |
| | | | | 162729 | 9/6/2020 | RPR'D PUSH BAR @ CORP Y | 155.00 | 343.06 |
| 109287 | 10/14/2020 | 51665 | VALLEY REPROGRAPHICS LL | INV-34952 | 9/16/2020 | FULL COLOR LATEX, ETC: PL | 95.65 | 95.65 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 109288 | 10/14/2020 | 53173 | VERIZON CONNECT NWF, INC OSV0000022125 | 9/1/2020 | AUG2020 GPS MONITORING | 1,246.63 | 1,246.63 |
| 109289 | 10/14/2020 | 44966 | VERIZON WIRELESS | 9861313866 | 8/22/2020 | AC571164685-00001, 7/23-8/22 | 45.79 |
| | | | | 9861852649 | 9/1/2020 | AC371867190-00001, 8/2-9/1 | 8,597.69 |
| | | | | 9861852650 | 9/1/2020 | AC371867190-00002, 8/2-9/1 | 312.02 |
| 109290 | 10/14/2020 | 50629 | VINTAGE ASSOCIATES, INC | 217876 | 9/14/2020 | RMV'D TREES @ DATELAND/ | 1,600.00 |
| | | | | 217877 | 9/14/2020 | RMV'D TREES/BRANCHES @ | 830.00 |
| | | | | 217878 | 9/14/2020 | INSTLL'D PLANTS @ MEDIAN | 1,500.00 |
| | | | | 217759 | 9/15/2020 | SEP2020 LNDSCPE MAINT @ | 10,845.40 |
| | | | | 217875 | 9/14/2020 | RMV'D TREES @ SENIOR CN | 395.00 |
| | | | | 217761 | 9/15/2020 | SEP2020 LNDSCPE MAINT @ | 4,950.00 |
| | | | | 217767 | 9/15/2020 | SEP2020 LNDSCPE MAINT @ | 3,850.80 |
| | | | | 217760 | 9/15/2020 | SEP2020 LNDSCPE MAINT @ | 8,832.00 |
| 109291 | 10/14/2020 | 44428 | VISTA AIR CONDITIONING | 6014 | 9/4/2020 | REPAIRS TO A/C UNIT @ WEI | 100.00 |
| | | | | 6022 | 9/8/2020 | REPAIRS TO A/C UNIT @ WEI | 172.90 |
| 109292 | 10/14/2020 | 44775 | VISTA PAINT CORPORATION | 2020-565153-00 | 8/5/2020 | COVERALL EXT FLAT ACCEN | 186.21 |
| | | | | 2020-583830-00 | 8/17/2020 | GLOVES | 16.90 |
| | | | | 2020-588498-00 | 8/19/2020 | GLOVES | 16.78 |
| | | | | 2020-618214-00 | 9/8/2020 | COVERALL EXT FLAT WHITE, | 297.33 |
| | | | | 2020-629062-00 | 9/15/2020 | RAGS | 119.67 |
| 109293 | 10/14/2020 | 53829 | VMV CONCRETE CONSTRUCT | 20009-03 | 9/15/2020 | POURED CONCRETE @ VARI | 1,912.50 |
| | | | | 20009-04 | 9/15/2020 | POURED CONCRETE @ DILL | 1,402.50 |
| 109294 | 10/14/2020 | 01732 | WAXIE SANITARY SUPPLY | 79457773 | 9/10/2020 | VIP 18GAL SHOVELNOSE WE | 937.43 |
| 109295 | 10/14/2020 | 53200 | WEST CALI PLUMBING | 000944 | 9/22/2020 | RPLC'D SHOWER HEADS, ET | 528.00 |
| | | | | 000945 | 9/22/2020 | RPLC'D TOILET, ETC @ 1515 | 817.26 |
| 109296 | 10/14/2020 | 49778 | WEST COAST ARBORIST, INC | 163893 | 8/31/2020 | PE8/31 TREE MAINT @ LLMD | 52.00 |
| | | | | 163877 | 8/31/2020 | PE8/31 PALM PRUNING @ ST | 4,893.00 |
| | | | | 163886 | 8/17/2020 | PE8/17 TREE MAINT @ LLMD | 104.00 |
| | | | | 163887 | 8/18/2020 | PE8/18 TREE MAINT @ LLMD | 2,647.00 |
| | | | | 163888 | 8/19/2020 | PE8/19 TREE MAINT @ LLMD | 486.00 |
| | | | | 163889 | 8/20/2020 | PE8/20 TREE MAINT @ LLMD | 156.00 |
| | | | | 163890 | 8/23/2020 | PE8/23 TREE MAINT @ LLMD | 624.00 |
| | | | | 163891 | 8/24/2020 | PE8/24 TREE MAINT @ LLMD | 468.00 |
| 109297 | 10/14/2020 | 44203 | WEST COAST SAND & GRAVE | 298199 | 9/9/2020 | 2 MIL SAND | 96.90 |
| | | | | 291067 | 8/26/2020 | 8/26 LOAD FEE | 25.00 |

Bank : wfb WELLS FARGO BANK (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
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| 109298 | 10/14/2020 | 51697 | WESTERN WATER WORKS SI59193-00 | 9/9/2020 | ADAPTER FCT X QJ CTS W/ (| 468.72 | | |
| | | | 1400020-00 | 9/4/2020 | ANGLE MTR VLV INSTA-TITE | 1,671.92 | | |
| | | | 1400036-00 | 9/10/2020 | SOFT COPPER TUBING 100F | 641.63 | | |
| | | | 1400049-00 | 9/11/2020 | SOFT COPPER TUBING 100F | 641.63 | | |
| | | | 1400168-00 | 9/29/2020 | SOFT COPPER TUBING 100F | 1,119.70 | | |
| | | | 1400183-00 | 10/1/2020 | 6 SEWER CPLG | 25.02 | | |
| | | | 59348-00 | 9/17/2020 | IP SS REPAIR CLAMP | 870.11 | 5,438.73 | |
| 109299 | 10/14/2020 | 00384 | WILLDAN FINANCIAL SERVICE002-23238 | 9/2/2020 | AUG2020 BLDG & SAFETY SV | 9,815.00 | 9,815.00 | |
| 109300 | 10/14/2020 | 00384 | WILLDAN FINANCIAL SERVICE010-45703 | 9/25/2020 | OCT-DEC2020 ADMIN SVCS, | 2,667.54 | 2,667.54 | |
| 109301 | 10/14/2020 | 48971 | XPRESS GRAPHICS & PRINTII20-37576 | 5/6/2020 | NEWSLETTER: COVID-19 | 6,441.82 | 6,441.82 | |
| 109302 | 10/14/2020 | 53596 | XTREME HEATING AND AIR | 2009 | 9/1/2020 | A/C REPAIRS @ FIRE STATIO | 490.00 | |
| | | | | 2010 | 8/22/2020 | A/C REPAIRS @ CORP YARD | 152.00 | |
| | | | | 2017 | 9/18/2020 | REPLACEMENT OF A/C UNIT | 7,500.00 | 8,142.00 |
| 109303 | 10/14/2020 | 42100 | ZUMAR INDUSTRIES INC | 89589 | 8/31/2020 | "X" FOR RAILROAD CROSSIN | 1,993.50 | |
| | | | | 89818 | 9/15/2020 | COACHELLA SPEC "FRIDA W, | 490.25 | 2,483.75 |
| Sub total for WELLS FARGO BANK: | | | | | | | | 943,692.21 |

131 checks in this report.

Grand Total All Checks: 1,800,276.31

Date: October 14, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|----------------------------------------|-------------|---------------|-----------------------|-----------------|--------------------|-------------------------|--------------------|----------|
| 109304 | 10/6/2020 | 53859 | BIRRERIA JALISCO INC. | 2020 Grant | 10/6/2020 | CORONAVIRUS RELIEF FUNC | 3,300.00 | 3,300.00 |
| Sub total for WELLS FARGO BANK: | | | | | | | 3,300.00 | |

1 checks in this report.

Grand Total All Checks: 3,300.00

Date: October 6, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1168 Amending Change of Zone No. 18-10 by adding a minimum residential density of 20 units per acre in the RM (General) and RM (Urban) zoning district designators for approximately 72.6 acres of vacant agricultural land generally located south of Avenue 50, west of Tyler Street, approximately ¼ mile north of Avenue 52. City-Initiated. *(Second Reading)*

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1168 establishing a minimum residential density of 20 units per acre in the RM (General) and RM (Urban) zoning districts of the Zona Central project located on the south side of Avenue 50, west of Tyler Street, and approximately ¼ mile north of Avenue 52.

DISCUSSION/ANALYSIS:

On September 9, 2020 the City Council introduced for first reading, by title only, Ordinance No. 1168 which approved a modification to Change of Zone 18-10 by changing the RM (Multifamily Residential) zoning districts to reflect a “minimum density” of 20 units per acre as follows:

Existing Zoning Designators:

RM – Residential Multifamily (General Neighborhood)
RM – Residential Multifamily (Urban Neighborhood)

Proposed Zoning Designators:

RM – Residential Multifamily (General 20-25 dwelling units per acre)
RM – Residential Multifamily (Urban 25-38 dwelling units per acre)

The attached Ordinance No. 1168 has the Change of Zone Exhibit reflecting the above changes.

ALTERNATIVES:

1. Adopt Ordinance No. 1168.

2. Take no action.
3. Continue this matter and provide direction.

FISCAL IMPACT:

None.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment: Ordinance No. 1168 (2nd Reading)

ORDINANCE NO. 1168

AN AMENDMENT TO ORDINANCE NO. 1143 OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING AND CLARIFYING THE CITY-INITIATED CHANGE OF ZONE (CZ 18-10) FOR THE ZONA CENTRAL PROJECT FROM M-S (MANUFACTURING SERVICE) AND R-S (SINGLE FAMILY RESIDENTIAL) TO MIXTURE OF MS-IP (MANUFACTURING SERVICE – INDUSTRIAL PARK), C-N (NEIGHBORHOOD COMMERCIAL), CN-PD (NEIGHBORHOOD COMMERCIAL - PLANNED DEVELOPMENT OVERLAY), R-M (MULTI-FAMILY RESIDENTIAL – GENERAL 20-25 DU/AC), R-M (MULTI-FAMILY RESIDENTIAL – URBAN 25-38 DU/AC), O-S (OPEN SPACE), AND OS-PF (OPEN SPACE - PUBLIC FACILITIES). PETER RABBIT FARMS, OWNER.

WHEREAS, The City of Coachella, Development Services Department initiated and filed an application for Change of Zone 18-10 on approximately 206-acres of land located south of Avenue 50 and west of Tyler Street; Assessor Parcel Numbers 778-030-07, 12, 14; 778-170-10, 11; 778-180-02, 03, 04; and 778-191-01, 02, 03 (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on Change of Zone 18-10 on October 2nd, 2019 in the Coachella Permit Center, 53-900 Enterprise Way, Coachella, California; and,

WHEREAS, the landowner and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Proposed Project includes the following requests: Change of Zone (CZ 18-10) to bring properties into full compliance with the General Plan’s “Land Use and Community Character Element”; and

WHEREAS, the General Plan’s Sub-Area 6 policies call for a combination district that includes elements of both employment and residential uses; and

WHEREAS, Prior to the approval of this Change of Zone (CZ 18-10), the project site contains only two zoning districts: M-S (Manufacturing Service) and R-S (Single Family Residential). Neither of these two zones provides the employment flexibility nor the variety of 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 with the consent of the Property Owner proposes to create the following Zoning Districts:

- MS-IP; Manufacturing Service – Industrial Park
- C-N; Neighborhood Commercial
- CN-PD; Neighborhood Commercial Planned Development (Mixed Use, Urban Employment Center)

- R-M; Residential, Multi-Family (General 20-25 du/ac.)
- R-M; Residential, Multi-Family (Urban 25-38 du/ac.)
- O-S; Open Space
- OS-PF; Open Space Public Facilities; and

WHEREAS, the Project is permitted pursuant to Chapter 17.80 of the Coachella Municipal Code, and the attendant application for 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 City completed Environmental Assessment/Initial Study No. 18-04 for the Proposed Project pursuant to the California Environmental Quality Act, as amended; and

WHEREAS, findings of the Initial Study indicated that the Proposed Project will 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; and,

WHEREAS, the City Council conducted a duly noticed public hearing on Change of Zone No. 18-01 on October 23, 2019 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 previously prepared and adopted for the Zona Central Project pursuant to the California Environmental Quality Act, as amended; and,

WHEREAS, to meet the State of California, Regional Housing Needs Allocation (RHNA) goals, Multi-Family zones must specify a minimum density of 20 dwelling units per acre as required by California Government Code Section 65583.2(h); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on Ordinance No. 1143(a) amending the zoning district designators for Change of Zone 18-10 on June 17, 2020 in the Coachella Permit Center, 53-900 Enterprise Way, Coachella, California; and,

WHEREAS, the City Council conducted a duly noticed public hearing on Ordinance No. 1168 amending the zoning district designators for Change of Zone 18-10 on September 9, 2020 in the Coachella City Hall, 1515 6th Street, Coachella, California.

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 18-10 Map marked “Exhibit A” from M-S (Manufacturing Service) and R-S (Single Family Residential) To Mixture MS-IP (Manufacturing Service – Industrial Park), C-N (Neighborhood Commercial), CN-PD (Neighborhood Commercial - Planned Development Overlay), R-M (Multi-Family – General 20-25 du/ac.), R-M (Multi-Family – Urban 25-38 du/ac.), O-S (Open Space), And OS-PF (Open Space - Public Facilities) on approximately 206-acres of land located south of Avenue 50 and west of Tyler Street, with the findings listed below.

Findings for Change of Zone 18-10:

1. The Project, as amended, is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has an Urban Employment Center land use designation that is more specifically defined under the Subarea 6 – Downtown Expansion 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 is in compliance 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.
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, as amended, will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. Surrounding properties to the project site include industrial, commercial, and residential 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, as amended, 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 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 amendment shall take effect thirty days following its approval and adoption by the City Council.

Section 4. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance Amendment and shall cause it to be published and circulated in the City of Coachella.

PASSED, APPROVED, and ADOPTED this 14th day of October 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 Amendment to Ordinance No 1168 was duly and regularly introduced at a meeting of the City Council on the 9th day of September 2020, and that thereafter the said ordinance amendment was duly passed and adopted on the 14th day of October 2020.

AYES:

NOES:

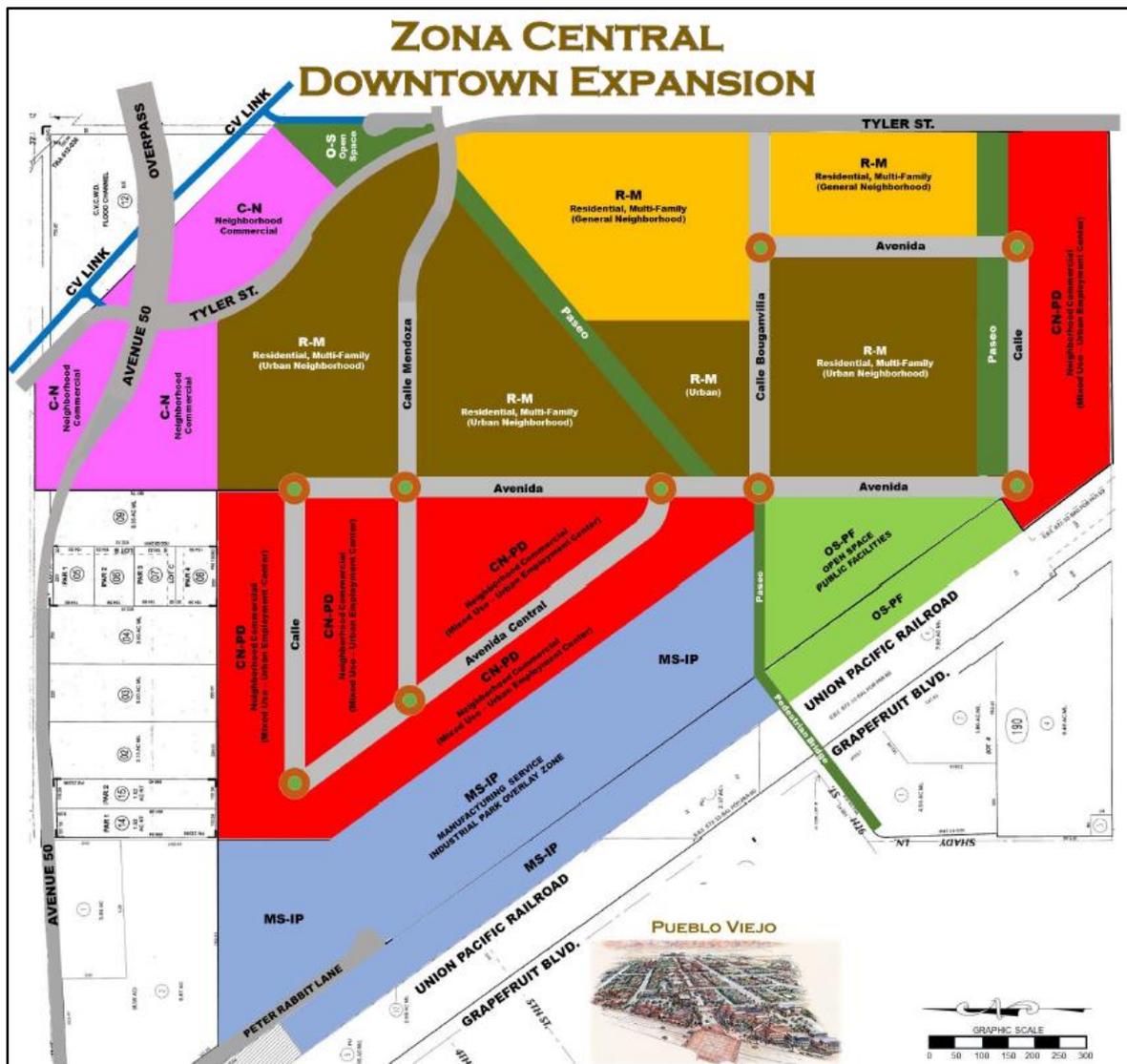
ABSENT:

ABSTAIN:

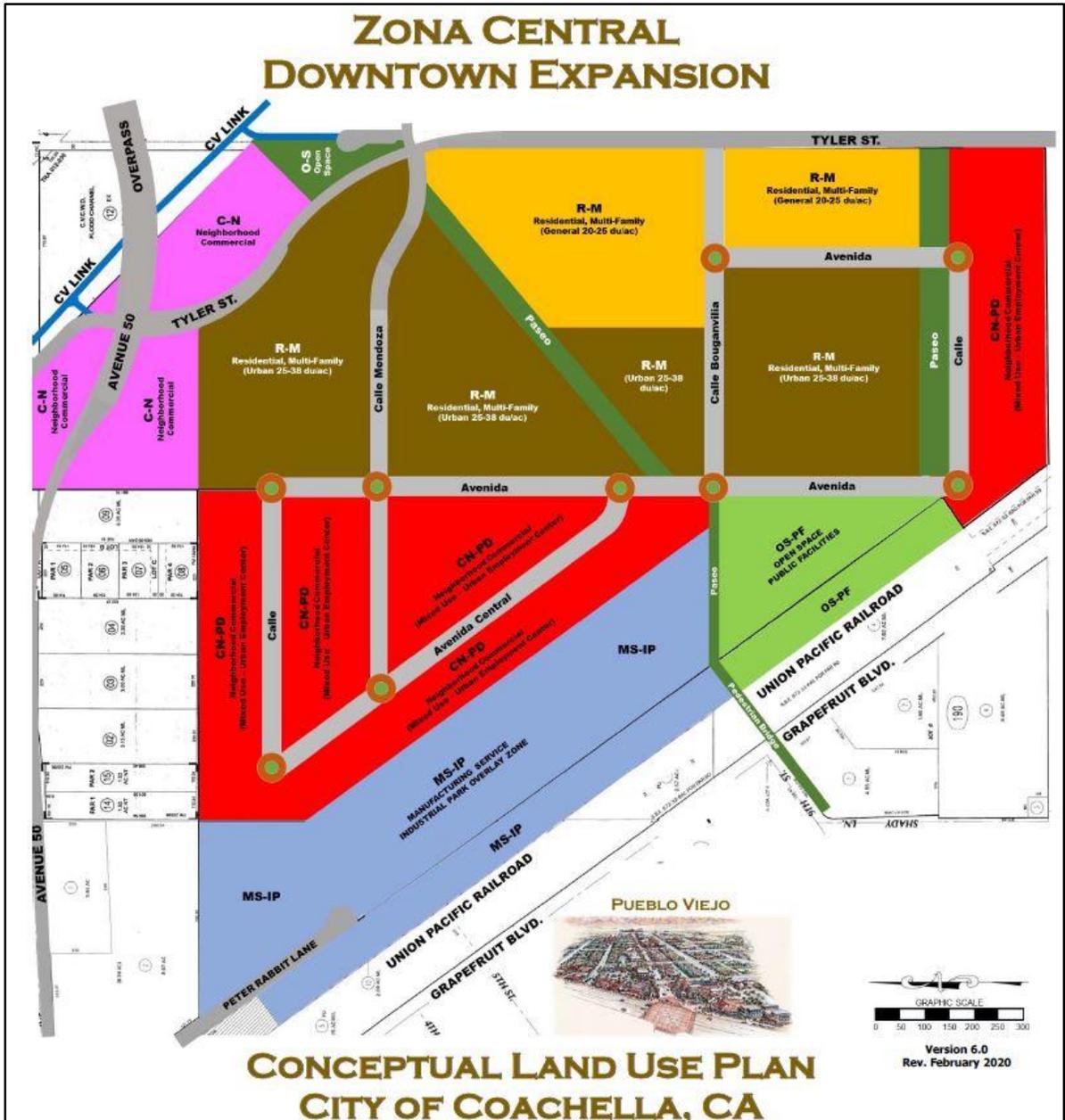
Andrea J. Carranza, MMC
Deputy City Clerk

“Exhibit A” Change of Zone Exhibits

Existing Zoning: Mixture MS-IP (Manufacturing Service – Industrial Park), C-N (Neighborhood Commercial), CN-PD (Neighborhood Commercial - Planned Development Overlay), R-M (Multi-Family – General Neighborhood), R-M (Multi-Family – Urban Neighborhood), O-S (Open Space), and OS-PF (Open Space - Public Facilities).



Proposed Zoning: Mixture MS-IP (Manufacturing Service – Industrial Park), C-N (Neighborhood Commercial), CN-PD (Neighborhood Commercial - Planned Development Overlay), R-M (Multi-Family – General 20-25 du/ac.), R-M (Multi-Family– Urban 25-38 du/ac.), O-S (Open Space), And OS-PF (Open Space - Public Facilities).





STAFF REPORT
5/13/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Resolution No. 2020-57 Stating the Intention to Annex Property into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) and Authorize the Levy of a Special Tax Within Annexation Area No. 32 (Coachella Valley Apartments - Parcel Map No. 37833).

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution No. 2020-57 stating the intention to annex property located at 84-900 Bagdad Avenue into Community Facilities District No. 2005-01 (CFD 2005-01, Police, Fire and Paramedic Services) and setting a public hearing date for the same.

BACKGROUND:

On September 14, 2005, the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mellow-Roos Community Facilities Act of 1982, as amended. The District and numerous annexations of subdivisions and new multifamily residential developments over the past 15 years have been established.

DISCUSSION/ANALYSIS:

The Planning Commission and City Council recently approved the Coachella Valley Apartments project, which includes demolition of 50 older apartment dwellings and the phased construction of a new 110-unit multifamily residential community on 5.76 acres located at 84-900 Bagdad Avenue. The developer is Community Housing Opportunities Corporation (CHOC) which is a Bay-area affordable-housing developer. According to the conditions of approval, the subject site must be annexed into the Community Facilities District No. 2005-01 and the City will be able to levy the special tax on an annual basis for each of the proposed 110 apartment dwellings.

Notwithstanding this Annexation, the developer has requested a CFD Deferral/Loan Agreement from the City that will function as City participation in subsidizing the affordable housing project. Staff recently finalized a similar CFD Loan Agreement for the Pueblo Viejo Villas project, in keeping with the City's administrative practice with respect to affordable housing projects in the

City. If the City Council authorizes a CFD Deferral Agreement, the subject property will avoid the tax levy in the upcoming annual CFD 2005-01 assessments. However, if the owners ever default on the Agreement, or if the project is ever converted into a market-rate apartments project, then the annual assessments can be activated because of this Annexation action.

Attached to this staff report is the Resolution of Intention setting a future public hearing date for the District Annexation No. 32 final actions which will include a special election, canvassing of the results, and an ordinance authorizing the levy of the special tax within Annexation No. 32.

The other attachment to this report is a copy of the CFD Annexation Map for the subject property (5.76 acres located at 84-900 Bagdad Avenue) and the “Rate and Method” for the District.

ALTERNATIVES:

1. Adopt Resolution No. 2020-57 stating the intention to annex property into Community Facilities District No. 2005-01 (CFD 2005-01, Police, Fire and Paramedic Services) and setting a public hearing date for the same
2. Take no action.
3. Continue this item and provide staff with direction.

FISCAL IMPACT:

The City expects to collect an annual assessment of \$1123 per dwelling unit within the District starting in the 2020/2021 fiscal year. This Annexation will result in a new annual assessment of \$123,530 for the project that will remain unrealized if the City Council authorizes a future CFD Deferral/Loan Agreement.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as stated above.

Attachments: Resolution No. 29020-57
 Exhibit A - Rate and Method (CFD 2005-01)
 CFD Annexation No. 32 Map

RESOLUTION NO. 2020-57

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA TO ANNEX PROPERTY INTO CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 32 (PARCEL 2 OF LOT LINE ADJUSTMENT 2018-02).

WHEREAS, the City Council (the “Council”) of the City of Coachella (the “City”) has established City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53321 of the Government Code of the State of California (the “Act”); and,

WHEREAS, the CFD will finance law enforcement, fire and paramedic services that are in addition to those provided in the territory within the CFD prior to the formation of the CFD and do not supplant services already available within the territory included in the CFD subject to the levy of a special tax to pay for such services, approved at an election held within the boundaries of the CFD; and,

WHEREAS, the Council has provided for the annexation in the future of territory (the “Future Annexation Area”) to the CFD pursuant to the terms and provisions of the Act; and,

WHEREAS, the Coachella Valley Apartments project was conditioned to annex into the City’s Community Facilities District No. 2005-01 as part of Architectural Review No. 19-10; and,

WHEREAS, the Council has determined pursuant to Section 53339.2 of the Act that public convenience and necessity require that territory be added to the CFD upon its formation;

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

Section 1. The Council hereby determines to institute proceedings for the annexation of certain territory into the proposed CFD under the terms of the Act. The exterior boundaries of the area to be annexed (“Annexation Area No. 32”) are hereby specified and described to be as shown on that certain map now on file in the office of the City Clerk entitled “Annexation Map No. 32 – Parcel Map No. 37833” Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services)” which map indicates by a boundary line the extent of the territory included in Annexation Area No. 32 and shall govern for all details as to the extent of Annexation Area No. 32. On the original and one copy of the map of such Annexation Area No. 32 on file in the City Clerk’s office, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of such map in her office and, within fifteen (15) days after the adoption of this Resolution, the City Clerk shall file a copy of such map.

Section 2. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with procedures contained in the Act a special tax (the

“Special Tax”) sufficient to finance law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 32 prior to the annexation of Annexation Area No. 32 into the CFD and do not supplant services already available within the territory proposed to be annexed into the CFD, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The Special Tax will be secured by recordation of a continuing lien against all real property in the proposed Annexation Area No. 32. The schedule of the rate and method of apportionment and manner of collection of the Special Tax is described in detail in Exhibit “A” attached hereto and by this reference incorporated herein. The annexation of Annexation Area No. 32 will not result in any change to the special tax rates levied in the CFD prior to such annexation.

The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act.

The maximum Special Tax applicable to a parcel to be used for private residential purposes, as set forth in Exhibit A, is specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to tax because of its use for private residential purposes, and such amount shall not be increased over time by an amount in excess of 2 percent per year. Under no circumstances will the Special Tax to be levied against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the proposed Annexation Area No. 32. As specified by the Act, for purposes of this paragraph, a parcel shall be considered “used for private residential purposes” not later than the date on which an occupancy permit for private residential use is issued.

Section 3. A public hearing (the “Hearing”) on the annexation of Annexation Area No. 32 and the proposed rate and method of apportionment of the Special Tax shall be held on November 25, 2020, at 6:00 o’clock p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Coachella, 1515 Sixth Street, Coachella, California 92236.

Section 4. At the time and place set forth above for the hearing, any interested person for or against the annexation of Annexation Area No. 32 to the CFD or the levying of special taxes within the proposed Annexation Area No. 32 will be heard.

Section 7. Each City officer who is or will be responsible Annexation Area No. 32, if they are annexed, is hereby directed to study the proposed Annexation Area No. 32 and, at or before the time of the above-mentioned Hearing, file a report with the City Council, and which is to be made a part of the record of the Hearing, containing a brief description of Annexation Area No. 32, and his or her estimate of the cost of providing additional law enforcement, fire and paramedic services within the boundary of Annexation Area No. 32. The City Manager is directed to estimate the fair and reasonable cost of all incidental expenses, including all costs associated with the annexation of Annexation Area No. 32, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to Annexation Area No. 32.

Section 5. The City may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized

purpose, including any cost incurred by the City in annexing the proposed Annexation Area No. 32. The City may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and to repay all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of Annexation Area No. 32.

Section 6. The City Clerk is hereby directed to publish a notice (“Notice”) of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Annexation Area No. 32. Such Notice shall contain the text of this Resolution, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed Annexation Area No. 32 as provided in Section 53339.5 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least 7 days prior to the date of the Hearing.

Section 7. The voting procedure with respect to the annexation of the Annexation Area No. 28 and the imposition of the special tax shall be by hand delivered or mailed ballot election.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-57 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

EXHIBIT “A”

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

“**Assessor’s Parcel**” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

“**Assessor’s Parcel Map**” means an official map of the County Assessor of the County designating parcels by Assessor’s parcel number.

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

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

“**City**” means the City of Coachella.

“**City Council**” means the City Council of the City.

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

“**County**” means the County of Riverside.

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

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

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

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

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

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

“State” means the State of California.

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

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

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

B. ASSIGNMENT TO LAND USE CLASSES

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

C. MAXIMUM SPECIAL TAX

1. Developed Single-Family Residential Property

- a. Maximum Special Tax
The 2005-06 thru 2014-15 Maximum Special Tax for each Assessor’s Parcel classified as Developed Single-Family Residential Property shall be \$663.00 for Police Services and \$405.00 for Fire/Paramedic Services.
- b. Increase in the Maximum Special Tax
On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics,

Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12 month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

2. Developed Multi-Family Residential Property

a. Maximum Special Tax

The 2005-06 thru 2014-15 Maximum Special Tax for each Assessor’s Parcel classified as Developed Multi-Family Residential Property shall be \$663.00 for Police Services and \$405.00 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor’s Parcel.

b. Increase in the Maximum Special Tax

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

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

E. EXEMPTIONS: EXCLUSIONS

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

F. APPEALS AND INTERPRETATIONS

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

Board by filing a written notice of appeal with the Board Secretary, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

G. MANNER OF COLLECTION

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

H. PREPAYMENT OF THE SPECIAL TAX

The Special Tax may not be prepaid.

I. TERM OF THE SPECIAL TAX

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

ANNEXATION MAP NO. 32 PARCEL MAP NO. 37833 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

CITY OF COACHELLA
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF ANNEXATION MAP NO. 32, PARCEL MAP NO. 37833, TO COMMUNITY FACILITIES DISTRICT NO. 2005-1, (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES). CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

ISABEL CASTILLON
CITY CLERK
CITY OF COACHELLA

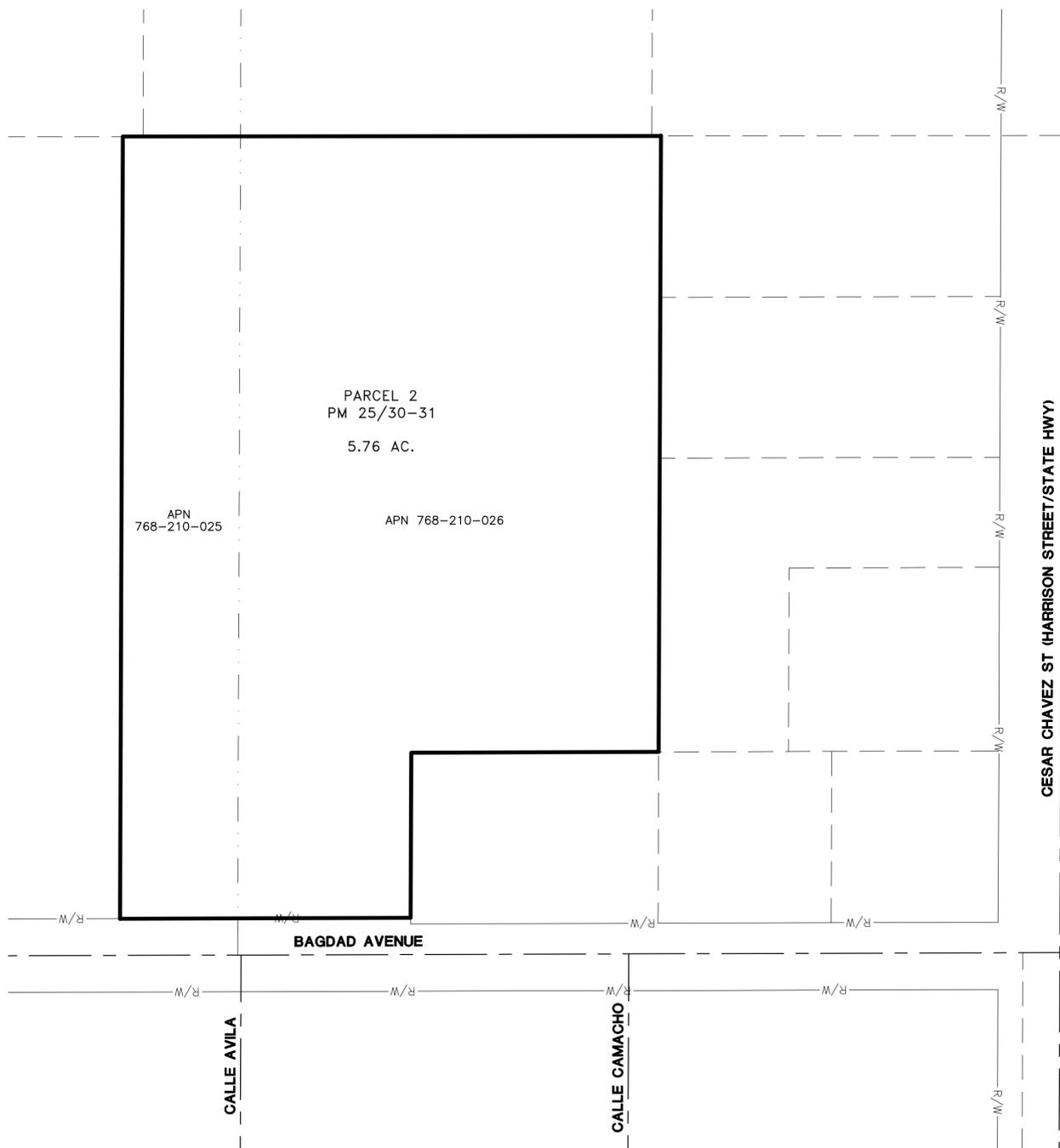
FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGES _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDERS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA
ASSESSOR-COUNTY CLERK-RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

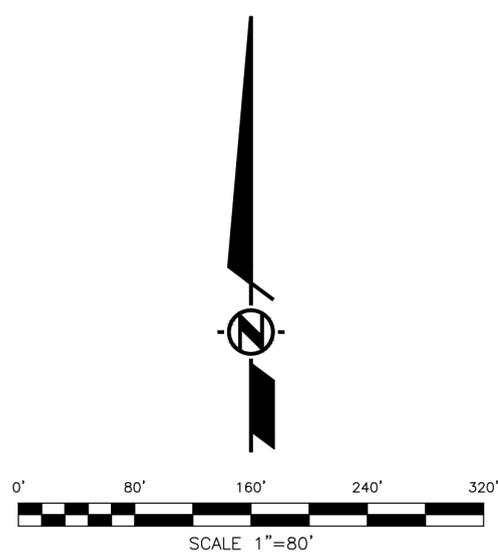
REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) OF THE CITY OF COACHELLA RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON SEPTEMBER 7, 2005, IN BOOK 63 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE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

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

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



VICINITY MAP
N.T.S.



MSA CONSULTING, INC.
> PLANNING > CIVIL ENGINEERING > LAND SURVEYING
34200 Bob Hope Drive, Rancho Mirage, CA 92270
760.320.9811 msaconsultinginc.com

R:\2495\ACAD\Survey\SURVEY EXHIBITS\2495 CFD MAP EXHIBIT.dwg, 9/16/2020 4:34:14 PM, dgallerani, MSA Consulting, Inc.



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2020-58 providing grant funding clarifications requested by the California Department of Housing and Community Development to approve Contract No. 19-IIG-14404 for the Pueblo Viejo Villas Housing Project.

STAFF RECOMMENDATION:

Adopt Resolution No. 2020-58 to satisfy California Department of Housing and Community Development grant funding requirements for the Pueblo Viejo Villas Housing Project.

BACKGROUND:

On February 10, 2020 the City Council adopted Resolution No. 2020-14 Authorizing the City Manager to Execute Grant Documents and Submit a Joint Grant Application for Funding Under the Infill Infrastructure Grant Program (Grant) to the California Department of Housing and Community Development (CDHCD) in a Not-to-Exceed Amount of \$4,000,000 for the Affordable Housing Apartment Project on Sixth Street and Cesar Chavez Street in the City of Coachella (Pueblo Viejo Villas).

DISCUSSION/ANALYSIS:

As part of the grant funding approval process, CDHCD required a resolution specifically identifying the grant amount and disbursement of funds. These items were not known or specifically identified in Resolution 2020-14. Resolution 2020-58 authorizes the City Manager to enter into Contract No. 19-IIG-14404 (the Contract) and clarifies the final agreement amount of \$3,900,000 and funding disbursement of \$2,800,000 to the City of Coachella and \$1,100,000 to Pacific Southwest Community Development Corporation (the joint applicant). These clarifications are consistent with the Contract terms and are the items CDHCD required to move forward with approval of the Grant.

ALTERNATIVES:

1. Adopt Resolution No. 2020-58 Authorizing the City Manager to enter into Contract No. 19-IIG-14404.

2. Not Adopt Resolution No. 2020-58 which will stop the funding for the Pueblo Viejo Villas Housing Project.

FISCAL IMPACT:

There is no fiscal impact from this action

ATTACHMENT(S):

1. Resolution No. 2020-58
2. Contract No. 19-IIG-14404 – Pueblo Viejo Villas

RESOLUTION NO. 2020-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA AUTHORIZING THE CITY MANAGER TO EXECUTE JOINT STANDARD GRANT WITH PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION FOR FUNDING UNDER THE INFILL INFRASTRUCTURE GRANT PROGRAM TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE AWARD AMOUNT OF \$3.9 MILLION FOR THE AFFORDABLE HOUSING APARTMENT PROJECT ON SIXTH STREET AND CESAR CHAVEZ STREET IN THE CITY OF COACHELLA (PUEBLO VIEJO VILLAS)

The City Council of the City of Coachella (“Recipient”), hereby consent to, adopt and ratify the following resolutions:

Infill Infrastructure Grant Program

RESOLUTION AUTHORIZING RECIPIENT TO ENTER INOT A JOINT STANDARD AGREEMENT FOR AWARD FROM THE INFILL INFRASTRUCTURE PROGRAM

WHEREAS, the Recipient is authorized to do business in the State of California; and

WHEREAS, the Recipient has applied for and receive an allocation of funds through the Infill Infrastructure Grant Program (“IIG”); and

WHEREAS, The State of California Department of Housing and Community Development (the “Department”) has issued a Notice of Funding Availability (“NOFA”) for IIG established under Assembly Bill 101 (Chapter 159, Statutes of 2019) and Part 12.5 (commencing with section 53559) of Division 31 of the Health and Safety Code, which authorizes the Department to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the IIG Guidelines implemented October 30, 2019.

NOW, THEREFORE, IT IS RESOLVED: That the Recipient wishes to enter into a joint standard agreement with the California Department of Housing and Community Development (the "IIG Grant"). That in connection with the Recipient's IIG Grant, the Recipient is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the IIG Grant, the Recipient's obligations related thereto, and the Department's security therefore; including, but not limited to, an affordable housing covenant, a performance deed of trust, a disbursement agreement, and certain other documents required by the Department as security for, evidence of or pertaining to the IIG Grant, and all amendments thereto (collectively, the "IIG Grant Documents").

RESOLVED FURTHER: That the funding under the joint standard agreement will be disbursed to the City of Coachella in the amount of \$2,800,000 and to Pacific Southwest Community Development Corporation in the amount of \$1,100,000.

RESOLVED FURTHER: That the City Manager is hereby authorized to execute the IIG Standard Agreement, and any amendment or modifications thereto, on behalf of the Recipient.

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.

RESOLVED FURTHER: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-58 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**Business & Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6872

www.hcd.ca.gov

OCT 02 2020

Robert W. Laing, President
Pacific Southwest Community Development Corporation
16935 West Bernardo drive, Suite 238
San Diego, CA 92127

Dear Robert W. Laing:

RE: Contract No. 19-IIG-14404 – Pueblo Viejo Villas

Congratulations on your Infill Infrastructure Grant (IIG) Program Award. Attached is an electronic copy of the with Exhibits A through E.

A. Standard Agreement (STD 213 and Exhibits A through E)**STD 213 – Cover page****Exhibit A** – Authority, Purpose and Scope of Work**Exhibit B** – Budget Detail and Payment Provisions**Exhibit C** – State of California General Terms and Conditions - GTC 04/2017

Exhibit C is incorporated by reference; please see the STD 213 for additional information.

Exhibit D – IIG Terms and Conditions**Exhibit E** – Special Terms and Conditions**B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please review and complete one of the following options:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original, **wet** signature and in **blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

**Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention: LaTasha Jackson
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833**
7. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Fred Rogers, IIG Program Representative, Program Design and Implementation Branch, at (916) 263-1454 or Fred.Rogers@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

LaTasha Jackson

LaTasha Jackson
Contract Analyst

cc: Fred Rogers, IIG Program Representative, Program Design and Implementation Branch

AGREEMENT NUMBER
19-IIG-14404

PURCHASING AUTHORITY NUMBER (if appli

Item 8.

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City of Coachella, and Pacific Southwest Community Development Corporation

2. The term of this Agreement is:

START DATE
Upon HCD Approval
THROUGH END DATE
06/30/2028

3. The maximum amount of this Agreement is:
\$3,900,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| EXHIBITS | TITLE | PAGES |
|--------------------------------|--------------------------------------------------|---------------|
| Exhibit A | Authority, Purpose and Scope of Work | 4 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C* | State of California General Terms and Conditions | GTC - 04/2017 |
| Exhibit D | IIG Terms and Conditions | 16 |
| Exhibit E | Special Conditions | 5 |
| TOTAL NUMBER OF PAGES ATTACHED | | 28 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

See Attached

| | | | |
|-------------------------------------------------|-----------------------------|-----------------------|---------------------|
| CONTRACTOR BUSINESS ADDRESS See Attached | CITY See Attached | STATE See Attached | ZIP See Attached |
| PRINTED NAME OF PERSON SIGNING See Attached | TITLE | | |
| CONTRACTOR AUTHORIZED SIGNATURE See Attached | DATE SIGNED See Attached | | |

STATE OF CALIFORNIA

| | | | |
|----------------------------------------------------------------------------|--------------------------------------------------------------------|-------------|--------------|
| CONTRACTING AGENCY NAME Department of Housing and Community Development | | | |
| CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130 | CITY Sacramento | STATE CA | ZIP 95833 |
| PRINTED NAME OF PERSON SIGNING Shaun Singh | TITLE Contracts Manager, Business & Contract Services Branch | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | | |

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

CONTRACTOR

City of Coachella
a California Municipality

By: _____ Date: _____

William B. Pattison
City Manager

Address:

53990 Enterprise Way
Coachella, CA 92236

Pacific Southwest Community Development Corporation
a California nonprofit public benefit corporation

By: _____ Date: _____

Robert W. Laing
President/Executive Director

Address:

16935 West Bernardo Drive, Suite 238
San Diego, CA 92127

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement, STD. 213 (hereinafter "Agreement") is the result of Recipient's application ("Application") for funding under the Infill Infrastructure Grant Program of 2019 ("Program") pursuant to:

- A. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
- B. The Infill Infrastructure Grant Program of 2019 Guidelines (the "Guidelines") dated October 30, 2019, issued by the State of California, Department of Housing and Community Development ("Department") and as may be amended from time to time; and,
- C. The Program's Notice of Funding Availability ("NOFA") under which the Contractor applied, was issued by the Department, dated October 30, 2019. In accepting this grant award, the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, and the disbursement agreement, which is more particularly described in Exhibit B, attached hereto.
- D. This exhibit makes reference to Exhibits B, C, D, and E, all of which are attached hereto and made a part hereof by this reference.

2. Scope of Work

The Scope of Work ("Work") for this Agreement shall consist of the development and construction by or on behalf of the Recipient as follows:

- A. The "Capital Improvement Project" described in Exhibit E under provision Ex. A-E.1.
- B. The residential housing development designated in the Application as the "Qualifying Infill Project" (hereinafter also referred to as the "Housing Development"), to be developed and constructed by the Recipient, or other developer, as provided in the Application and meet the criteria set forth in Exhibit E under provision Ex. A-E.2.

EXHIBIT A

- C. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development. The Recipient is responsible for and shall ensure the completion of the Capital Improvement Project and the completion and occupancy of the Housing Development in accordance with the criteria set forth above in Paragraph 2.B. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

- D. The Department, the Recipient and other parties as required by the Department, shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds, as more particularly described in Exhibit B, attached hereto.

3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, in addition:

- A. "Recipient" refers to the entity or entities submitting an application, or to a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page one of this Agreement. In the case of joint applicants, "Recipient" shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein because the Department may only provide a single Program award under this Agreement, in the case of joint applicants, or where a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page one of this Agreement is added later, all such applicants and related-entities identified as a Contractor under this Agreement shall collectively comprise and be deemed a joint venture.

- B. "Capital Improvement Project" means the Capital Improvement Project described in Paragraph 2.A. of this Exhibit A.

- C. "Housing Development" means the Qualifying Infill Project described in Paragraph 2.B. of this Exhibit A that is supported by the Capital Improvement Project.

EXHIBIT A

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 30, 2019. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guideline section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guideline section number(s), any reference herein to the old Guideline section(s) number(s) shall be interpreted to refer instead to the Guideline section(s) that is (or are) intended to replace the content and substance of the former Guideline section(s).

4. Proximity to Amenities and Access to Transit: Large Jurisdictions

In response to submissions in the Application, the Department awarded rating points to qualifying infill projects in large jurisdictions for proximity to amenities (Guidelines Section 309(e)) and access to transit (Guidelines Section 309(d)) relative to the location of the Housing Development. At the request of the Department, Recipient shall provide evidence sufficient to support such award of points by the Department. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

5. Performance Milestones

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in Exhibit E under provision Ex. A-E.3, which are attached hereto and made a part hereof, by the designated dates. Recipient may apply to the Department for an extension of these timelines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

6. State Contract Coordinator

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program of 2019 Section Chief, Division of Financial Assistance, or the Chief’s designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the address specified in Exhibit E under provision Ex. A-E.4.

EXHIBIT A

7. Recipient Contract Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in Exhibit E under provision Ex. A-E.5. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the contact at the address specified in Exhibit E under provision Ex. A-E.5.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Budget

The preliminary projected budget ("Budget") as referenced in this Exhibit contains the cost items for the design, development and construction of the approved Capital Improvement Project, including the sources and uses of funds ("Sources and Uses"). The financial information for the foregoing Budget is contained in Exhibit E under provision Ex. B-E.4 in a table entitled "PROJECT BUDGET." Recipient agrees that any cost overruns or increases resulting in a total cost for Capital Improvement Project exceeding that set forth in the Budget shall be the responsibility of Recipient.

2. Contract Amount

- A. For the purpose of performing the Work, the Department agrees to provide the amount identified on page one, number 3, of this Agreement (STD. 213) in the form of a grant for the uses identified in the Budget. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the Budget. Changes in aggregate of ten percent (10%) or less of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

- A. Where the Sources and Uses set forth in this Exhibit identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided in the Budget. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Budget are available for disbursement as provided in this Exhibit, and approved for the use specified in the Budget, except to the extent the Budget and the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

EXHIBIT B

- B. Pursuant to Sections 309(a)(3)(D) of the Guidelines, for Qualifying Infill Projects in Large Jurisdictions, the Department requires the Recipient to provide an Estoppel Letter, acceptable to the Department, evidencing that the amount of owner equity or developer funds proposed by the Recipient at application stage, and relied upon by the Department in reviewing the financial feasibility of the project, continues to be committed to the project.

4. Completion Dates

- A. Pursuant to Guidelines Section 306(d), all Program funds must be disbursed no later than Disbursement Deadline, as that term is further defined in Exhibit E under provision Ex. B-E.1. All un-disbursed funds remaining as of the Disbursement Deadline, will no longer be available for this Project. All invoices for payment must be submitted to the Department no later than three (3) months prior to the Disbursement Deadline to ensure payment processing.
- B. This Agreement shall expire on the date set forth in Exhibit E under provision Ex. B-E.2 notwithstanding a contrary date set forth on page one of this Agreement.

5. Method of Payment

- A. Payment shall be made as progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.
- C. The Department shall not authorize payment(s) for pre-development and/or soft costs until the Department has received from the Recipient:
- 1) An executed construction contract; and,
 - 2) Evidence, acceptable to the Department, demonstrating that construction period funding sources have been secured, or has, or will be converted to permanent funding sources.

EXHIBIT B

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Capital Improvement Project and an updated Budget; therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds.

- B. The Disbursement Agreement must be executed within two (2) years from the date of award pursuant to Section 306 (c)(2), which date is set forth in specific detail in Exhibit E under provision Ex. B-E.3.

[PROJECT BUDGET TABLE NOW APPEARS IN EXHIBIT E]

EXHIBIT D

IIG GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. The Recipient agrees that construction of the Capital Improvement Project has not commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, subject to the termination date specified on page one, number two, of this Agreement, and subject to the expiration date provided by Exhibit B paragraph 4.B, unless a written request for an extension is submitted and written approval by the Department is provided within ninety (90) days prior to the termination or expiration date of this Agreement. Any extension to the termination or expiration date shall require an amendment to this Agreement.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include but not limited to Paragraph 46 of this Exhibit. Upon termination or expiration of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination.

3. Infill Infrastructure Grant Documents

In addition to this Agreement the Recipient shall execute and enter into a Disbursement Agreement, which shall govern the terms, disbursement and use of the Program funds, the Covenant described below, and other additional agreements and documents as the Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement. The Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of Housing Development or the Infrastructure Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the project, which it ensures is being constructed.

EXHIBIT D

4. Covenant Regarding Development of Affordable Housing

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding Development of Affordable Housing (“Covenant”) with the Department and including such other parties as the Department may reasonably require, which shall require the development and construction of the Housing Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, Net Density, as set forth in Exhibit A, and other uses and amenities for which points were granted to the Application. The Covenant shall be recorded against the parcel or parcels of real property on which the Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Housing Development as follows:

- A. For rental housing developments, the Covenant shall require the continuation of the affordability of the Housing Development for a period of not less than fifty-five (55) years from the date of the filing of a Notice of Completion for the Housing Development.
- B. For homeownership housing developments, the Covenant shall require the continuation of the affordability for a period of not less than thirty (30) years from the date of the filing of a Notice of Completion for the Housing Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. [Intentionally Omitted]
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Housing Development or the Infrastructure Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object, which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the event that the Housing Development or Infrastructure Project are not timely completed, or in the event of an uncured breach of this Agreement.

EXHIBIT D

5. Site Control

The Recipient must have and maintain site control sufficient to ensure the timely commencement of the Infrastructure Project and the Housing Development as determined by the Department. The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Infrastructure Project and the Housing Development and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Infrastructure Project or the Housing Development, prepared in a form, and by a qualified appraiser, acceptable to the Department.

7. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the Infrastructure Project or the Housing Development, or both, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and regulations issued by the Department in Subchapter 1 (commencing with Section 6000) of Chapter 6 of Division 1 of Title 25 of the California Code of Regulations. The relocation plan shall be subject to the review and approval of the Department prior to the initial disbursement of Program funds. In addition to actions that satisfy the regulatory requirements, the relocation plan shall contain a line item budget. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department.

8. Article XXXIV

The Recipient shall submit to the Department evidence satisfactory to the Department that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied as to the Housing Development.

EXHIBIT D

9. Environmental Conditions

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Infrastructure Project and the Housing Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Infrastructure Project is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all Environmental Site Assessment Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Infrastructure Project and Housing Development, the Recipient, its Contractors or Subcontractors, and any grant activity.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT D

12. Milestones

Recipient shall ensure the completion of the designated activities within the dates designated in Exhibit A, Performance Milestones, and as further set forth in the Disbursement Agreement.

13. Insurance

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

14. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Infrastructure Project's need for Program funds based on new information or funding sources. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Infrastructure Project, the Department may reduce the amount of the grant accordingly. In the event the Department determines the Infrastructure Project or Housing Development is no longer financially feasible, the grant commitment issued by the Department and this Agreement may be terminated.

15. Obligations of Recipient with Respect to Certain Third-Party Relationships

The Recipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Infrastructure Project and Housing Development with respect to which assistance is being provided under this Agreement. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Infrastructure Project and Housing Development in accordance with this Agreement.

16. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

EXHIBIT D

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Scope of Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

18. Loan Agreement Between Co-Recipients

In the event of a joint application where the co-Recipient Locality or public housing authority and the co-Recipient developer have agreed in writing that the Locality or public housing authority, shall receive the Program funds as the primary Recipient in order to make a loan to the developer for tax credit purposes, the loan terms shall provide for, at a minimum, the following:

- A. A zero percent (0%), deferred payment loan, with a term of at least thirty (30) years for home ownership developments, or a term of at least fifty-five (55) years for rental developments.
- B. No periodic payments shall be required under the loan.
- C. The co-Recipients shall be responsible for all aspects of establishing, documenting and servicing the loan.
- D. The provisions governing the loan shall be entirely consistent with the IIG Guidelines and all documents required by the Department with respect to the use and disbursement of Program funds.
- E. All documents governing the loan between the public agency lender and the developer borrower shall be subject to the review and approval of the Department prior to making the loan.
- F. Any additional terms the Department may require, ensuring compliance with the Guidelines, this Standard Agreement, Disbursement Agreement and any other Department grant documents.

EXHIBIT D

DESIGN

19. Architect

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Infrastructure Project and Housing Development. Recipient shall ensure that an architect and/or an engineer shall supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction Contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in Paragraph 35, of this Exhibit D. At the request of the Department, Recipient shall submit all contracts for these services to the Department for its review and approval.

20. Plans and Specifications and Project Cost Estimates

At the request of the Department, the Recipient shall submit plans, specifications, and project cost estimates for the Infrastructure Project and Housing Development to the Department for its review and approval. The Infrastructure Project and Housing Development shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

21. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Infrastructure Project and Housing Development are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

22. Adaptability and Accessibility

The Infrastructure Project and Housing Development shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

23. Acoustics Report

EXHIBIT D

Upon request, the Recipient shall provide the Department with an acoustics report for the Housing Development in a form acceptable to the Department.

24. Approval by Public Works Department

Where approval by a local public works department, or its equivalent, is required for the Infrastructure Project, the Recipient must submit, prior to the disbursement of Program funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Infrastructure Project has been approved by that department.

CONSTRUCTION

25. Construction Contract

Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts ("Construction Contract(s)") with a duly licensed contractor or contractors ("Contractor(s)") for the construction work of the Infrastructure Project and the Housing Development. The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code Section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to the prior approval of the Department.

26. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Infrastructure Project by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer, which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least twelve (12) months after completion. The Payment Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Infrastructure Project and Housing Development and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent (20%) of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named

EXHIBIT D

as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

27. Prevailing Wages

Pursuant to Section 314 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720 – 1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Infrastructure Project subject to the provisions of the State Prevailing Wage Law. Program funding of an Infrastructure Project shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Infrastructure Project in those circumstances where such public funding would not otherwise make the Housing Development subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

28. Construction Phase Information

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period including but not limited to all change orders and modifications to the construction documents and all inspection reports of the Infrastructure Project. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 (ten) business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports

EXHIBIT D

prepared by the Housing Development architect and other consultants, and information relative to the Housing Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

29. Signage

Recipient shall place signs on the construction site for the Infrastructure Project and Housing Development stating that the Department is providing financing through the Infill Infrastructure Grant Program in an appropriate location(s), typeface and size containing the message set forth in Exhibit E under provision Ex. D-E.1.

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgement and logo shall also be displayed in a similar size and layout. A copy of the Department logo can be obtained by contacting the Department Contract Manager.

Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Infrastructure Project and the Housing Development by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement, authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

30. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Infrastructure Project site and any structures or other improvements thereon to determine whether the

EXHIBIT D

Infrastructure Project site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Infrastructure Project in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

31. Infrastructure Project and Housing Development Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Infrastructure Project and Housing Development to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.
- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Infrastructure Project or the Housing Development and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Infrastructure Project and Housing Development.

EXHIBIT D

32. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four (4) years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Infrastructure Project or the Housing Development. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause, which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so, directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

EXHIBIT D

COMPLETION OF CONSTRUCTION

33. Relocation Plan Implementation Report

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

34. Architect Certification

Where required by the Department, the Recipient shall cause the Infrastructure Project and Housing Development architect(s) or other appropriate professional to certify to the Department, in a form acceptable to the Department, that all construction is completed in accordance with the “as-built” Plans and Specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

35. Cost Certification

At the request of the Department, the Recipient shall submit an Infrastructure Project and Housing Development cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the Construction Contract and to make such records available for review by the Department.

36. Recorded Notice of Completion

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Housing Development recorded in the county in which the Housing Development is located.

37. “As-Built” Plans and Specifications

Upon completion, at the request of the Department, the Recipient shall submit “as-built” plans and specifications for the Infrastructure Project and Housing Development acceptable to the Department.

EXHIBIT D

38. Intentionally left blank

HOUSING DEVELOPMENT REQUIREMENTS

39. Confirmation of Permitted Housing Units

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Housing Development. The housing units to be developed in the Housing Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

40. Proximity to Amenities: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the proximity to amenities proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the amenities will be in service and located in distances consistent with Sections 309 and 310 of the Guidelines, as applicable, when the Housing Development is completed.

41. Access to Transit: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the access to transit distance proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the transit stations or major transit stops meet the definitions in Section 302(gg) and 302(o) of the Guidelines, respectively. The evidence shall substantiate completion of the transit stations identified in the application no more than five years from the deadline for submittal of applications set forth in the NOFA, and pursuant to the definition of Transit Station of the Guidelines in Section 302.

REPORTING REQUIREMENTS

42. Reports on Infrastructure Project

EXHIBIT D

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction of the Infrastructure Project. The reports will be filed on forms provided by the Department.

43. Reports on Housing Development

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Housing Development. The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

44. Updated Information

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Infrastructure Project and the Housing Development and the conditions described above.

45. Monitoring Requirements

The Program shall perform regular monitoring of the housing development and/or fiscal monitoring of the grant pursuant to section 312 of the Guidelines. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Infrastructure Project files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

46. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than thirty (30) days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

EXHIBIT D

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Infrastructure Project in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be cancelled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement.
 - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement.
 - 3) Construction of the Infrastructure Project or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement.
 - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

47. Repayment of Grant Funds for Failure to Develop Housing

Recipients will be required to repay disbursed Program grant funds where construction of residential units in the Housing Development used as the basis for calculating the grant amount pursuant to Section 305(a) of the Guidelines has not received building permits within two (2) years from the date of the Program grant award. The Department may extend these deadlines, for a term not to exceed seven (7) years, if the Recipient demonstrates, to the satisfaction of the Department, that it has complied with the performance milestones identified in Exhibit A of this Agreement. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units.

EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. PROJECT SPECIFIC PROVISIONS

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project specific information not contained in those prior exhibits.

Provision Ex. A-E.1 (As referenced in Exhibit A paragraph 2.A)

CIP elements include: 6th Street streetscape improvements (between Palm Ave. & Cesar Chavez St), 5th Street pedestrian and bicycle paseo, Transit Hub Loop connecting Cesar Chavez St. to Fourth St., constructing an underground storm water detention chamber system on the QIP site, traffic signal installation, and power provision/transformers for sites/underground utilities.

Provision Ex. A-E.2 (As referenced in Exhibit A paragraph 2.B)

The QIP is a 105 unit new construction project with 50 one-bedroom, 28 two-bedroom, 27 three-bedroom units serving households with incomes ranging from 30-50 percent of Area Median Income (AMI), with 1 manager's unit being developed on 2.22 acres of undeveloped vacant land near the downtown area of the City of Coachella, CA. The address is 1279 6th Street, Coachella, CA, 92236

| Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County | | NE corner of 6th Street & Cesar Chavez Street APN: 778-080-006 Riverside, CA Riverside County | |
|-----------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------|-------------------------|
| Enter the number of units by bedroom size and income level. | | | |
| # of Bedrooms | # of Units | IIG Restricted | Income Limit (% of AMI) |
| 1 | 10 | 10 | 30% |
| 1 | 40 | 40 | 50% |
| 2 | 6 | 6 | 30% |
| 2 | 21 | 21 | 50% |
| 3 | 6 | 6 | 30% |
| 3 | 21 | 21 | 50% |
| 2 | 1 | 0 | Manager |
| Total | 105 | 104 | |
| Net Density (see Guidelines Sec. 302(o)) | | 47 units/acre | |

Infill Infrastructure Grant Program of 2019 (IIG) – *Large Jurisdiction*
 NOFA: 10/30/2019
 Approved Date: 02/05/2020
 Prep. Date: 09/03/2020

EXHIBIT E

Provision Ex. A-E.3 (As referenced in Exhibit A paragraph 5)

PERFORMANCE MILESTONES

| Performance Milestone | Infrastructure Project | Housing Development |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------|
| Executed binding agreement between the Recipient and developer of the proposed Housing Development. | 8/30/2020 | 8/30/2020 |
| Site Control of Housing Development site(s) by proposed housing developer. | N/A | 10/29/2019 |
| Completion of all necessary environmental clearances, including those required under CEQA and NEPA. | 1/27/2020 | 1/27/2020 |
| Obtaining all necessary and discretionary public land use approvals. | 1/31/2019 | 1/31/2019 |
| Obtaining all enforceable funding commitments for the Housing Development supported by the Infrastructure Project. | 6/23/2020 | 6/23/2020 |
| Obtaining all enforceable funding commitments for all construction period financing. | 6/23/2020 | 6/23/2020 |
| Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses (as defined in Exhibit B to this Agreement) | 7/1/2020 | 7/1/2020 |
| Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority. | 4/24/2020 | 4/24/2020 |
| Commencement of construction. | 9/27/2020 | 9/27/2020 |
| Construction complete and the filing of the Certificate of occupancy | 3/27/2022 | 3/27/2022 |

EXHIBIT E

Provision Ex. A-E.4 (As referenced in Exhibit A paragraph 6)

Jonathan Moore, Section Chief,
 Climate Programs
 Division of Financial Assistance
 Department of Housing and Community Development
 P.O. Box 952054
 Sacramento, California 94252-2054

Provision Ex. A-E.5 (As referenced in Exhibit A paragraph 7)

| | |
|----------------------------------|-------------------------------------------------------|
| Recipient: | Pacific Southwest Community Development Corporation |
| Authorized Representative Name: | Robert Laing |
| Authorized Representative Title: | President / Executive Director |
| Address: | 16935 W Bernardo Drive, STE 238 San Diego CA 92127 |
| Phone No.: | 858 675 0506 |
| Email Address: | robertlaing@pswcdc.org |

Provision Ex. B-E.1 (As referenced in Exhibit B paragraph 4.A)

The "Disbursement Deadline," as that term is used and referenced throughout the agreement, and in particular in Exhibit B paragraph 4.A, shall be no later than four (4) years from June 23, 2020.

Provision Ex. B-E.2 (As referenced in Exhibit B paragraph 4.B)

This Agreement shall expire on June 30, 2028 notwithstanding a contrary date set forth on page 1 (entitled STD. 213) of this Agreement.

EXHIBIT E

Provision Ex. B-E.3 (As referenced in Exhibit B paragraph 6)

The Disbursement Agreement must be executed within two (2) years from June 23, 2020. (the date of award).

Provision Ex. B-E.4 (As referenced in Exhibit B paragraph 1)

PROJECT BUDGET

| INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES | | | | |
|--------------------------------------------------------|---------------------|-------------------------------------|-----------|-----------|
| PROJECT NAME | | APPLICANT(S) | | |
| ESTIMATED CAPITAL IMPROVEMENT PROJECT COSTS | | DEVELOPMENT COSTS BY FUNDING SOURCE | | |
| DEVELOPMENT COSTS | | | | |
| Costs Category | Total Amount | Infill Grant Program | | |
| PROJECT ACTIVITY (Hard Cost) | | | | |
| | | | | |
| Total Project Activity Costs | \$3,900,000 | \$3,900,000 | \$ | \$ |
| SOFT COST AND OTHER PROJECT RELATED COSTS | | | | |
| Total Soft Cost and Other Project Related Costs | \$ 0 | \$ 0 | \$ | \$ |
| | | | | |
| TOTAL PROJECTED CIP COSTS | \$ 3,900,000 | \$3,900,000 | \$ | \$ |

EXHIBIT E

Provision Ex. D-E.1 (As referenced in Exhibit D paragraph 29)

The signage required by Exhibit D, paragraph 29 shall contain the following information:

PROJECT NAME: *Pueblo Viejo Villas*

THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM
THE INFILL INFRASTRUCTURE GRANT PROGRAM OF 2019
THROUGH THE CALIFORNIA DEPARTMENT
OF HOUSING AND COMMUNITY DEVELOPMENT

2. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

A. Payees

The authorized Payees are as specified below:

Payee Name: City of Coachella

Payee Name: Pacific Southwest Community Development Corporation

The draws on the \$3,900,000 shall be disbursed as follows:

\$2,800,000 to the City of Coachella

\$1,100,000 to Pacific Southwest Community Development Corporation



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2020-59 Authorizing the City of Coachella's Participation in the County of Riverside Urban County Program for Fiscal Years 2021-22, 2022-23, and 2023-24

STAFF RECOMMENDATION:

Staff recommends that the City Council considers adopting Resolution No. 2020-59 authorizing the City of Coachella's continued participation in the County of Riverside's Urban County Program for fiscal years 2021-22, 2022-23, and 2023-24.

BACKGROUND:

In 1974, Congress initiated the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. The mission of the CDBG Program is to improve the quality of life for people of low-moderate incomes in low income census tract areas, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. The purpose of CDBG funding is to provide capital to support local economies, help strengthen neighborhoods, empower families and promote individual achievement. Due to its emphasis on flexibility, CDBG remains one of the most effective forms of federal assistance available to local governments

The Riverside County Department of Housing, Homelessness Prevention, and Workforce Solutions will administer the CDBG funding and oversees approximately 14 non-entitlement communities throughout Riverside County, of which Coachella is a "Participating City." The City qualifies as a Participating City due to its various low-to-moderate income Census tract areas. Due to federal requirements, a resolution must be submitted to Riverside County no later than July 10, 2020 confirming the City of Coachella's intent to continue its participation in the Riverside County Community Development Block Grant, HOME Investment Partnership Program, and the Emergency Solutions Grant for Fiscal Years 2021-22, 2022-23, and 2023-24.

DISCUSSION/ANALYSIS:

The City Council previously approved and submitted the Cooperation Agreement to the County for the CDBG, ESG, and HOME programs for the 2021-2024 Urban County cycle.

However, HUD has notified the County that minor, but necessary, changes were needed in the Agreement and Resolution. The changes do not affect the legality or enforceability of the original agreements. The primary change is the reference to Federal Fiscal Years 2021, 2022, and 2023 in the agreement and resolution. The other modifications included:

1. Modification to Paragraph 4C by adding “Section 109 of Title I of the Act” and “Title II of the American with Disabilities Act”;
2. Modification to Paragraph 21 by replacing the original clause with the following: “The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations. City must use such funds for activities eligible under title I of the ACT.”

The term of this Agreement is for three (3) years commencing on July 1, 2021, through June 30, 2024, unless an earlier date of termination is fixed by U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

CDBG-eligible activities include: Public Facilities and Improvements, Rehabilitation, Construction of Housing, Code Enforcement, Special Economic Development Activities, Microenterprise Assistance, and other miscellaneous activities. No less than 70 percent of the funds must be used for activities that benefit low- and moderate-income persons over a period specified by the state, not to exceed 3 years. The selected activities must meet a national objective such as: 1) Benefiting low and moderate (L/M) income persons; 2) Addressing slums or blight; or 3) Meeting a particularly urgent community development need.

ALTERNATIVES:

1. Adopt Resolution No. 2020-59 Authorizing the City of Coachella’s Participation in the County of Riverside’s Urban County Program for Fiscal Years 2021-22, 2022-23, and 2023-24
2. Not Adopt Resolution No. 2020-59 Authorizing the City of Coachella’s Participation in the County of Riverside’s Urban County Program for Fiscal Years 2021-22, 2022-23, and 2023-24

FISCAL IMPACT:

There is no direct fiscal impact to the approval of the agreement; however, the approval of this agreement will ensure that Coachella is eligible for future CDBG funds, which, on average, have been approximately \$340,000 per year.

ATTACHMENT(S):

1. Cooperation Agreement
2. Resolution No. 2020-59

RESOLUTION NO. 2020-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S
URBAN COUNTY PROGRAM FOR FEDERAL FISCAL YEARS 2021, 2022, AND 2023**

WHEREAS, the City of Coachella has elected to participate as unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2021, 2022, and 2023; and

WHEREAS, the Cooperation Agreement will allow the County and City to carry-out activities which are funded by Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME) funds, and Emergency Solutions Grant (ESG); and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE BE IT RESOLVED, FOUND AND DETERMINED, by the City Council of the City of Coachella sitting in regular session on October 14, 2020, that:

1. The Cooperation Agreement between the County of Riverside and the City of Coachella is hereby approved; and
2. The City Council hereby authorizes and directs the Mayor to execute the Cooperation Agreement on behalf of the City of Coachella.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-59 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

**COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SOLUTIONS
GRANT FOR FEDERAL FISCAL YEARS 2021, 2022, AND 2023**

This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnership Program, and the Emergency Solutions Grant for Federal Fiscal Years 2021, 2022, and 2023, hereinafter referred to as "Agreement," is made and entered into this _____ day of _____, 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY of CITY of COACHELLA, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY," who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter called "ACT," provides that Community Development Block Grant, funds hereinafter referred to as "CDBG," may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

WHEREAS, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and transitional

1 housing facilities for homeless individuals and families, to operate these facilities and provide
2 essential social services, and to help prevent homelessness.

3 **WHEREAS**, CDBG regulations requires an eligible county to re-qualify as Urban County
4 under the CDBG program every three (3) years; and

5 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth
6 and the mutual benefits to be derived there from, the Parties agree as follows:

7 1. GENERAL.

8 (a). This Agreement gives COUNTY authority to undertake, or assist in
9 undertaking, activities in Program Years 2021-22, 2022-23, and 2023-24, that will be funded from
10 the CDBG, HOME, and ESG programs and from any program income generated from the
11 expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in
12 undertaking, community renewal and lower-income housing assistance activities. COUNTY is
13 qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives
14 notice of its election to participate in an Urban County’s Community Development Block Grant
15 (CDBG), Home Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG)
16 programs, hereinafter referred to as "Urban County Programs".

17 (b). By executing this Agreement, CITY understands that it may not apply for
18 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during
19 the period in which it participates in the Urban County’s CDBG program and that CITY may only
20 participate in the HOME program through the COUNTY’S Urban County Programs, not a HOME
21 consortium. The CITY may also apply for HOME funds from the State of California, if permitted
22 by the State.

23 (c). By executing this Agreement, CITY understands that it may only receive a
24 formula allocation of ESG funds through the COUNTY’S Urban County Programs. The CITY
25 may also apply for ESG funds from the State of California, if permitted by the State.

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2. TERM.

The term of this Agreement shall be for three (3) years commencing on July 1, 2021, through June 30, 2024, unless an earlier date of termination is fixed by U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

COUNTY shall notify CITY of CITY’s right not to participate in the next three-year period no later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall notify COUNTY no later than the date specified in COUNTY’s notification that CITY elects not to participate in the next three-year Urban County Program. COUNTY shall send copies of all notifications required by this Paragraph to the HUD Field Office.

The terms of this Agreement shall remain in effect until the CDBG, HOME, and ESG funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. Furthermore, neither the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in effect.

3. PREPARATION OF FEDERALLY REQUIRED FUNDING APPLICATIONS.

The Riverside County Department of Housing, Homelessness Prevention, and Workforce Solutions, subject to approval of COUNTY’s Board of Supervisors, shall be responsible for preparing and submitting to HUD, in a timely manner, all reports and statements required by the ACT and the Federal regulations promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include the preparation and processing of COUNTY Housing, Community, and Economic Development Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other related programs which satisfy the application requirements of ACT and its regulations.

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1 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
2 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

3 (a) COUNTY and CITY will comply with the applicable provisions of the ACT
4 and those Federal regulations promulgated by HUD pursuant thereto, as the same currently exists
5 or may hereafter be amended.

6 (b) The COUNTY and CITY **are hereby obligated** to take all actions necessary
7 to assure compliance with COUNTY’s certification regarding affirmatively furthering fair housing
8 pursuant to Section 104 (b) of Title I of ACT, as amended.

9 (c) The COUNTY and CITY are hereby obligated to take all actions necessary
10 to assure compliance with Section 109 of Title I of the Act, which incorporates Section 504 of the
11 Rehabilitation Act of 1973, Title II of the American with Disabilities Act, and the Age
12 Discrimination Act of 1975.

13 (d) COUNTY and CITY shall comply with the applicable provisions of the
14 following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
15 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal
16 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);
17 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the
18 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42
19 U.S.C.§4630, et. seq.); and other Federal or state statute or regulation applicable to the use of
20 CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable
21 Housing Act of 1990), and Emergency Solutions Grant funds.

22 (e) CITY agrees that the Urban County Program funding for activities in, or in
23 support of, the CITY are prohibited if CITY does not affirmatively further fair housing within
24 CITY’S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

25 (f) CITY and COUNTY shall meet the citizen participation requirements of 24
26 CFR 570.301 and provide Riverside County citizens with all of the following:

27 i. The estimate of the amount of CDBG funds proposed to be used for
28 activities that will benefit persons of low and moderate-income;

1 ii. A plan for minimizing displacement of persons as a result of
2 activities assisted with CDBG funds and to assist persons actually displaced as a result of such
3 activities;

4 iii. A plan that provides for and encourages citizen participation, with
5 particular emphasis on participation by persons of low and moderate-incomes, residents of slum
6 and blighted areas, and of areas in which funds are proposed to be used, and provides for
7 participation of residents in low and moderate-income neighborhoods;

8 iv. Reasonable and timely access to local meetings, information, and
9 records relating to the grantee’s proposed use of funds, as required by the regulations of the
10 Secretary, and relating to the actual use of funds under the ACT;

11 v. Provide for public meetings to obtain citizen views and to respond
12 to proposals and questions at all stages of the community development program, including at least
13 the development of needs, the review of proposed activities and review of program performance.
14 Meetings shall be held after adequate notice, at times and locations convenient to potential or
15 actual beneficiaries, and with accommodation for the disabled.

16 (g) CITY shall develop a community development plan, for the period of this
17 Agreement, which identifies community development and housing needs and specifies both short
18 and long-term community development objectives.

19 (h) CITY certifies, to the best of its knowledge and belief, that:

20 i. No Federal appropriated funds have been paid or will be paid, by or
21 on behalf of the CITY, to any person influencing or attempting to influence an officer or employee
22 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
23 Member of Congress, in connection with the awarding of any Federal contract, the making of any
24 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and
25 the extension, continuation, renewal, amendment or modification of any Federal contract, grant,
26 loan or cooperative agreement.

27 ii. If any funds other than Federally-appropriated funds have been paid
28 or will be paid to any person for influencing or attempting to influence an officer or employee of

1 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
2 Member of Congress, in connection with this Federal contract, grant, loan, or cooperative
3 agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to
4 Report Lobbying", in accordance with its instructions.

5 iii. The CITY shall require that the language provided in Section 4(e)(i)
6 and (ii) of this Agreement be included in the award documents for all sub-awards at all tiers
7 (including subcontracts, sub- grants and contracts under grants, loans, and cooperative agreements)
8 and that all sub-recipients shall certify and disclose accordingly. This certification is a material
9 representation of fact upon which reliance was placed when this transaction was made or entered
10 into.

11 (i) CITY certifies that it has adopted and is enforcing a policy prohibiting the
12 use of excessive force by law enforcement agencies within its jurisdiction against any individuals
13 engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing
14 applicable State and local laws against physically barring entrance to, or exit from, a facility or
15 location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

16 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

17 The COUNTY’s Board of Supervisors have adopted policies and procedures to
18 ensure efficient and effective administration of the CDBG, HOME, and ESG programs. COUNTY
19 will provide these policies and procedures to CITY within a reasonable time after this Agreement’s
20 commencement date. COUNTY and City agree to comply with these said policies and program
21 objectives and to take no actions to obstruct implementation of the approved 2019-2024 and
22 subsequent Five Year Consolidated Plans.

23 6. OTHER AGREEMENTS.

24 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same
25 requirements applicable to sub-recipients, including the requirement of a written agreement set
26 forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
27 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
28 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and

1 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental
 2 Agreement will set forth the time schedule for completion of said project(s) and any funding
 3 sources, in addition to entitlement funds, that will be used in completing the project(s). If
 4 substantial compliance with the completion schedule, due to unforeseen or uncontrollable
 5 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by
 6 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not
 7 made during the term of the Supplemental Agreement, the entitlement funds associated with the
 8 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,
 9 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend
 10 the completion schedule associated with the project(s), or to reprogram the entitlement funds
 11 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

12 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
 13 DISTRIBUTION OF ENTITLEMENT FUNDS.

14 CITY agrees to submit to COUNTY, no later than the date specified by COUNTY
 15 prior to each program year, the activities that the CITY desires to implement with its entitlement
 16 funds, said designation to comply with statutory and regulatory provisions governing citizen's
 17 participation. Said designation is to be reviewed by COUNTY to determine that the projects are
 18 eligible under Federal regulations for funding and inclusion in the One Year Action Plan of the
 19 County's Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy
 20 governing use of Community Development Block Grant (CDBG) funds.

21 In the event that CITY fails to submit to COUNTY the identified activities that the
 22 CITY desires to implement with its entitlement funds by the date specified prior to each program
 23 year, the COUNTY may determine the activities to be funded, without consent of the CITY,
 24 consistent with both Federal and COUNTY policy governing use of Community Development
 25 Block Grant (CDBG) funds.

26 Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board
 27 of Supervisors will make the final determination of the distribution and disposition of all CDBG
 28 funds received by COUNTY pursuant to the ACT.

8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

CITY warrants that those officers, employees, and agents, retained by it and responsible for implementing projects funded with CDBG have received, reviewed, and will follow the Community Development Block Grant Manual that has been prepared and amended by COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS.

When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government Code Sections 7260 et seq., as those Acts may be amended from time-to-time and any Federal or state regulations issued to implement the aforementioned laws.

In addition, the following is to occur:

(a) Title to the real property shall vest in CITY;

(b) The real property title will be held by or the constructed facility will be maintained by the CITY for the approved use until five (5) years after the date that the project is reported as "Completed" within the annual Consolidated Annual Performance and Evaluation Report.

(c) While held by CITY, the real property or the constructed facility is to be used exclusively for the purpose for which acquisition or construction was originally approved by COUNTY;

(d) CITY shall provide timely notice to COUNTY of any action which would result in a modification or change in the use of the real property purchased or improved, in whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or improvement, including disposition.

1 (e) CITY shall provide timely notice to citizens and opportunity to comment
2 on any proposed modification or change;

3 (f) Written approval from COUNTY must be secured if the property or the
4 facility is to be put to an alternate use that is or is not consistent with Federal regulations governing
5 CDBG funds;

6 (g) Should CITY desire during the five (5) year period to use the real property
7 or the constructed facility for a purpose not consistent with applicable Federal regulations
8 governing CDBG funds or to sell the real property or facility, then:

9 (i) If CITY desires to retain title, it will have to reimburse either COUNTY
10 or the Federal government an amount that represents the percentage of current fair market value
11 that is identical to the percentage that CDBG funds initially comprised to when the property was
12 acquired or the facility was constructed;

13 (ii) If CITY sells the property or facility, or is required to sell the property
14 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
15 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the
16 monies paid to initially acquire the property or construct the facility. This percentage amount will
17 be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

18 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
19 OF CDBG FUNDS.

20 CITY shall inform COUNTY of any income generated by the expenditure of
21 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so
22 generated. Any and all program income shall be returned to the County and may only be used for
23 eligible activities in accordance with all CDBG requirements, including all requirements for citizen
24 participation.

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1 The COUNTY is required by HUD to monitor and report the receipt and use of all
2 program income. CITY is required to track, monitor, and report any and all program income as
3 requested by COUNTY.

4 11. TERMINATION.

5 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or
6 withdraw from this Agreement while it remains in effect.

7 12. FORMER AGREEMENTS UTILIZING COMMUNITY
8 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

9 All agreements between CITY and COUNTY regarding the use of CDBG funds for
10 fiscal years 1975-76 through 2020-2021, and any Supplemental Agreements thereunder, shall
11 remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with
12 the terms of any prior said agreements between CITY and COUNTY, the language of this
13 Agreement will be controlling.

14 13. INDEMNIFICATION

15 CITY agrees to indemnify, defend and hold harmless COUNTY and its authorized officers,
16 employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or
17 liability arising from CITY acts, errors or omissions and for any costs or expenses incurred by
18 COUNTY on account of any claim therefore, except where such indemnifications is prohibited by
19 law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,
20 actions, losses, damages, and/or liability. CITY shall indemnify and hold harmless COUNTY
21 against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the
22 determination by HUD or its successor that activities undertaken by CITY under the program(s)
23 fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by
24 and disbursed to CITY under this Agreement were improperly expended.

25 14. COMPLIANCE WITH LAWS AND REGULATIONS.

26 By executing this Agreement, the Parties hereby certify that they will adhere to and
27 comply with all applicable Federal, state, and local laws, regulations, and ordinances.

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15. ENTIRE AGREEMENT.

It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the Parties at the time of execution.

16. SEVERABILITY.

Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

17. ASSIGNMENT.

The Parties will not make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement, without prior written approval of the other Party.

18. INTERPRETATION AND GOVERNING LAW.

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

19. WAIVER.

Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

20. JURISDICTION AND VENUE.

Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this

1 Agreement shall be filed in the Superior Court of California, County of Riverside, State of
2 California, and the Parties hereto waive all provisions of law providing for the filing, removal or
3 change of venue to any other court or jurisdiction.

4 21. PROHIBITION OF CDBG FUND TRANSFER

5 The City may not sell, trade, or otherwise transfer all or any portion of such funds
6 to another such metropolitan city, urban county, unit of general local government, or Indian tribe,
7 or insular area that directly or indirectly receives CDBG funds in exchange for any other funds,
8 credits or non-Federal considerations. City must use such funds for activities eligible under title
9 I of the ACT.

10 22. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

11 CITY acknowledges that while participating in the COUNTY’s Urban County
12 program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation from
13 the Urban County program and only at such times as authorized by the Board of Supervisors. The
14 CITY and COUNTY may also apply for ESG funds from the State of California, if permitted by
15 the State.

16 23. HOME INVESTMENT PARTNERSHIP ACT FORMULA
17 ALLOCATION

18 CITY acknowledges that while participating in the COUNTY’s Urban County
19 program, CITY can only receive a formula HOME allocation from the Urban County program
20 and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may
21 also apply for HOME funds from the State of California, if permitted by the State.

22 24. AMENDMENTS

23 No change, amendment, or modification to the Agreement shall be valid or binding
24 upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly
25 executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to
26 incorporate changes required by HUD as set forth in the Urban County Qualification Notice.
27 Amendments must be submitted to HUD as provided in the Urban County Qualification Notice
28 and failure to do so will void the automatic renewal for such qualification period.

24. AUTHORITY TO EXECUTE.

The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations hereunder.

25. INCORPORATION OF RECITALS

The Parties hereby affirm the facts set forth in the recitals above. Said recitals are incorporated herein and made an operative part of this Agreement.

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on the date shown below.

Date: _____

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

CITY OF COACHELLA,
a general law city

BY: _____
Heidi Marshall, Director
Housing, Homelessness Prevention
& Workforce Solutions

BY: _____
Mayor

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

ATTEST:
BY: _____

By: _____
Amrit P. Dhillon, Deputy County Counsel

City Clerk

APPROVED AS TO FORM:
BY: _____

City Attorney

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel hereby certifies that the terms and provisions of this Agreement are fully-authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Gregory P. Priamos
County Counsel

By: _____
Amrit P. Dhillon, Deputy County Counsel

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STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2020-60 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2020-21 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$363,223.00 for Bagdouma Park Basketball Courts Rehabilitation Project

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2020-60 approving a Supplemental Agreement with the County of Riverside and authorize the City Manager to execute the Supplemental Agreement for the use of fiscal year 2020-2021 Community Development Block Grant entitlement funds in the amount of \$363,223.00 for the Bagdouma Park Basketball Courts Rehabilitation Project.

BACKGROUND:

The County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2018 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant for fiscal years 2018-19, 2019-20, and 2020-21, 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 \$363,223.00, CDBG Entitlement Funds for the Bagdouma Park Basketball Courts Rehabilitation Project for fiscal year 2020-2021. 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 of Coachella submitted a CDBG application to the County of Riverside for the Bagdouma Park Basketball Courts Rehabilitation Project; the application was subsequently approved by the County of Riverside Board of Supervisors.

DISCUSSION/ANALYSIS:

The purpose of this Supplemental Agreement between the City of Coachella and County of Riverside is to authorize the use of CDBG Entitlement Funds for Fiscal Year 2020-2021 in the amount of \$363,223.00 in accordance with the Housing and Community Development Act of 1974 (HCDA). The term of the Supplemental Agreement for the implementation of the Code Enforcement Program is for the period of one (1) year from July 1, 2020 to termination on June 30, 2021. Through this agreement, the City agrees to comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the County-approved, CDBG-funded Code Enforcement Program. The City will remain cognizant of the City's drawdown performance as it directly impacts the County's overall program drawdown rate.

ALTERNATIVES:

1. Adopt Resolution No. 2020-60 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2020-21 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$363,223.00 for Bagdouma Park Basketball Courts Rehabilitation Project
2. Not Adopt Resolution No. 2020-60 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2020-21 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$363,223.00 for Bagdouma Park Basketball Courts Rehabilitation Project

FISCAL IMPACT:

The City of Coachella will receive reimbursement in the amount of \$363,223.00 in CDBG entitlement funds for the Bagdouma Park Basketball Courts Rehabilitation Project. All disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days after the County has received the City's reimbursement request including documentation supporting expenditures.

ATTACHMENTS:

1. Resolution No. 2020-60
2. Supplemental Agreement

RESOLUTION NO. 2020-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 37833

WHEREAS, A final Parcel Map has been prepared by an appropriately licensed professional as Parcel Map No. 37833, subdividing of those certain lands identified on the approved Tentative Parcel Map No. 37833; 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. 37833, 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. 37833, subject to posting required securities and execution of the required Subdivision Improvement Agreement acceptable to the City within 120 days of adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-61 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

**SUPPLEMENTAL AGREEMENT FOR THE USE OF
2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Supplemental Agreement ("Agreement") is entered into this _____ day of _____, 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the CITY OF COACHELLA, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 11, 2017 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated July 11, 2017, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY has been allocated \$363,223 in CDBG Entitlement funds for the 2020-2021 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$363,223 CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

A) 4.CO.24-20 Bagdouma Park Basketball Courts Rehabilitation Project, \$363,223.

1 3. TERM OF AGREEMENT. The term of this Agreement for the implementation of
2 the Project(s) shall be for a period of one (1) year from July 1, 2020, to termination on June 30,
3 2021.

4 4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion
5 schedule set forth in Exhibit(s) A, attached hereto and incorporated herein.

6 5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by
7 the time set forth in the applicable completion schedule(s) due to a force majeure event (See
8 Section 40 below), the COUNTY may consider extending the schedule for the completion of the
9 project(s). Times of performance for other activities may also be extended in writing by
10 COUNTY. If substantial progress toward completion in conformance with the completion
11 schedule, as determined by COUNTY in its discretion, of the project(s) are not made during the
12 term of this Supplemental Agreement, COUNTY may suspend or terminate this Supplemental
13 Agreement pursuant to the termination procedures set forth in the section titled "Termination,"
14 and the entitlement funds associated with the Project(s) may be reprogrammed by the COUNTY
15 after appropriate notice is provided to the City.

16 6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-
17 funded Projects or activities covered under the terms of this Supplemental Agreement as set forth
18 in Exhibit(s) A, attached hereto, prior to receiving written authorization from COUNTY to
19 proceed.

20 7. NOTICES. Each notice, request, demand, consent, approval or other
21 communication (hereinafter in this Section referred to collectively as "notices" and referred to
22 singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other
23 party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and
24 sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered
25 shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or
26 other similar national overnight courier) designating early morning delivery (any notice so
27 delivered shall be deemed to have been received on the next Business Day following receipt by
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1 the courier); or (c) sent by United States registered or certified mail, return receipt requested,
2 postage prepaid, at a post office regularly maintained by the United States Postal Service (any
3 notice so sent shall be deemed to have been received two days after mailing in the United States),
4 addressed to the respective parties as follows:

| <u>COUNTY</u> | <u>CITY</u> |
|---------------------------------|----------------------|
| Heidi Marshall | William Pattison, Jr |
| <hr/> | <hr/> |
| Riverside County HHPWS Director | City of Coachella |
| <hr/> | <hr/> |
| P.O. Box 1528 | 53990 Coachella Way |
| <hr/> | <hr/> |
| Riverside, CA 92502 | Coachella, CA 92236 |

8. DISBURSEMENT OF FUNDS.

11 A. COUNTY's Board of Supervisors shall determine the final disposition and
12 distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of
13 this Supplemental Agreement. COUNTY, through its Department of Housing, Homelessness
14 Prevention, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set
15 forth in the attached Exhibit(s) A,. It is the CITY's responsibility to monitor all project activities
16 set forth in the attached Exhibit(s) A., and to ensure compliance with applicable federal
17 regulations and the terms of this Supplemental Agreement.

18 B. CITY shall comply with timely drawdown of CDBG Entitlement funding
19 by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects.
20 CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall
21 program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2021,
22 exceeds one hundred and seventy-five percent (175%) of the CITY's 2020-2021 CDBG allocation,
23 the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the
24 CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the
25 excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may,
26 in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2021, to exceed
27 the CDBG fund balance requirement.

1 C. CITY shall comply with timely drawdown of CDBG funds by submitting
2 monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All
3 disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days
4 after the COUNTY has received the CITY's reimbursement request including documentation
5 supporting expenditures.

6 D. All authorized obligations incurred in the performance of the Supplemental
7 Agreement for projects eligible under the following CDBG regulations must be reported in writing
8 to COUNTY no later than June 1, 2021:

- 9 1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
- 10 2. Clearance Activities [24 CFR 570.201 (d)]
- 11 3. Interim Assistance [24 CFR 570.201 (f)]
- 12 4. Code Enforcement [24 CFR 570.202 (c)]

13 All public service activities [24 CFR 570.201 (e)] and other eligible activities under this
14 Supplemental Agreement must be implemented, completed, and obligations reported in writing to
15 the COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits
16 to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

17 9. RECORDS AND INSPECTIONS.

18 A. CITY shall establish and maintain financial, programmatic, statistical, and
19 other supporting records of its operations and financial activities in accordance with the Uniform
20 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
21 CFR Part 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal
22 funds under this Agreement. Said records shall be retained for a period of four (4) years from the
23 date that the activity or program funded with the CDBG Grant is closed out by the COUNTY and
24 reported as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER).
25 Exceptions to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include,
26 but not limited to, the following:
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1 i. if any litigation, claim, or audit is started prior to the expiration of
2 the four (4) year period;

3 ii. when the CITY is notified in writing by the COUNTY, HUD, or
4 other Federal agency to extend the retention period;

5 iii. records for real property and equipment acquired with CDBG funds
6 must be retained for four (4) years after final disposition;

7 iv. when the records are transferred by the CITY to the COUNTY,
8 HUD, or other Federal agency, the four (4) year period is not applicable.

9 B. CITY shall obtain an external audit in accordance with the Uniform
10 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
11 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than
12 every two years. Nonprofit institutions and government agencies that expend less than \$750,000 a
13 year in Federal awards are exempt from Federal audit requirements, but records must be available
14 for review by appropriate officials of the Federal grantor agency or subgranting entity. The audit
15 report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal
16 year.

17 C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement
18 funds received as set forth in Exhibit(s) A., attached hereto.

19 D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours,
20 make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD),
21 or other authorized representative, for the examination and copying, all of its records and other
22 materials with respect to matters covered by this Agreement and provide reasonable access to
23 CITY staff for the purpose of interview and discussion related to the records and documents.

24 E. CITY shall not retain any program income as defined in 24 CFR 570.500.
25 Said program income shall be used only for the activities that are the subject of this Agreement.
26 Further, all provisions of this Agreement shall apply to such activities.

27 F. The CITY shall ensure that at least fifty-one percent (51%) of the persons
28

1 benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24
2 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income
3 guidelines. The CITY shall provide the required income certification and direct benefit
4 documentation, in writing, to the COUNTY pursuant to the reporting requirement of each activity
5 as set forth in Exhibit(s) A., attached hereto. In the event that CITY engages the services of a sub-
6 contractor to implement CDBG-funded activities, the CITY must collect, in writing, all required
7 income certification and direct benefit documentation from subcontractors prior to submittal to the
8 COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A.,
9 attached hereto.

10 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal,
11 state, and local laws, regulations, and ordinances and any amendments thereto and the federal
12 regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY
13 is to comply with those regulations found in the Uniform Administrative Requirements, Cost
14 Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570.
15 CITY is to abide by the provisions of the Community Development Block Grant Manual, prepared
16 by COUNTY and cited in the above-mentioned Cooperation Agreement. CITY shall comply, if
17 applicable, with Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C.A. Section
18 1701u), as amended, a copy of which is attached hereto as Exhibit “S”, and incorporated herein by
19 this reference. CITY shall adhere to the restrictions set forth in 24 CFR 570.200 (j) and 24 CFR
20 Section 5.109, which is attached hereto as Exhibit “R”, a copy of which is incorporated herein by
21 this reference, pertaining to inherently religious activities. CITY shall comply with the Additional
22 Federal Requirements, if applicable, attached hereto as Exhibit “AFR”, and incorporated herein
23 by this reference.

24 11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with
25 COUNTY in undertaking essential community development and housing assistance activities,
26 specifically urban renewal and public assistance housing, and shall assist COUNTY in
27 implementing and undertaking the goals and strategies identified in the 2019-2024 Five Year
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1 Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community
2 Development Block Grant Program.

3 12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
4 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the
5 CITY is designated as the lead agency for the projects that are the subject matter of this
6 Supplemental Agreement.

7 13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the
8 provisions of Section 895.2 of the California Government Code imposing certain tort liability
9 jointly upon public entities solely by reason of such entities being parties to an agreement as
10 defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in
11 Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages
12 including, but not limited to, claims, demands, losses, liabilities, costs and expenses including
13 reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their
14 employees or agents in the performance of this Agreement, and each Party shall indemnify, defend
15 and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for
16 their negligence.

17 The hold harmless and indemnification obligations set forth herein shall survive the
18 termination and expiration of this Agreement. In the event there is conflict between this clause and
19 California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
20 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the
21 fullest extent allowed by law.

22 14. INSURANCE. Without limiting or diminishing the CITY's obligation to
23 indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be
24 maintained, at its sole cost and expense, the following insurance coverage's during the term of this
25 Agreement. As respects to the insurance section only, the COUNTY herein refers to the County
26 of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,
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1 officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed
2 officials, agents, or representatives as Additional Insureds

3 a. Workers' Compensation:

4 If the CITY has employees as defined by the State of California, the CITY shall
5 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of
6 the State of California. Policy shall include Employers' Liability (Coverage B) including
7 Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall
8 be endorsed to waive subrogation in favor of the County of Riverside.

9 b. Commercial General Liability:

10 Commercial General Liability insurance coverage, including but not limited to,
11 premises liability, contractual liability, products and completed operations liability, personal and
12 advertising injury, and cross liability coverage, covering claims which may arise from or out of
13 CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as
14 Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence
15 combined single limit. If such insurance contains a general aggregate limit, it shall apply
16 separately to this agreement or be no less than two (2) times the occurrence limit.

17 c. Vehicle Liability:

18 If vehicles or mobile equipment are used in the performance of the obligations
19 under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or
20 hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit.
21 If such insurance contains a general aggregate limit, it shall apply separately to this agreement or
22 be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as
23 Additional Insured.
24

25 d. General Insurance Provisions - All lines:

26 (i). Any insurance carrier providing insurance coverage hereunder shall
27 be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
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1 unless such requirements are waived, in writing, by the County Risk Manager. If the County's
2 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
3 specific insurer and only for one policy term.

4 (ii). The CITY must declare its insurance self-insured retentions. If such
5 self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written
6 consent of the County Risk Manager before the commencement of operations under this
7 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the
8 election of the Country's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such
9 self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which
10 guarantees payment of losses and related investigations, claims administration, and defense costs
11 and expenses.

12 (iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County
13 of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
14 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so
15 orally or in writing by the County Risk Manager, provide original Certified copies of policies
16 including all Endorsements and all attachments thereto, showing such insurance is in full force and
17 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the
18 insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
19 prior to any material modification, cancellation, expiration or reduction in coverage of such
20 insurance. In the event of a material modification, cancellation, expiration, or reduction in
21 coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior
22 to such effective date, another properly executed original Certificate of Insurance and original
23 copies of endorsements or certified original policies, including all endorsements and attachments
24 thereto evidencing coverage's set forth herein and the insurance required herein is in full force and
25 effect. CITY shall not commence operations until the COUNTY has been furnished original
26 Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified
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1 original policies of insurance including all endorsements and any and all other attachments as
2 required in this Section. An individual authorized by the insurance carrier to do so on its behalf
3 shall sign the original endorsements for each policy and the Certificate of Insurance.

4 (iv). It is understood and agreed to by the parties hereto that the CITY'S
5 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or
6 deductibles and/or self-insured retention's or self-insured programs shall not be construed as
7 contributory.

8 (v). If, during the term of this Agreement or any extension thereof, there
9 is a material change in the scope of services; or, there is a material change in the equipment to be
10 used in the performance of the scope of or, the term of this Agreement, including any extensions
11 thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance
12 required under this Agreement and the monetary limits of liability for the insurance coverage's
13 currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or
14 type of insurance carried by the CITY has become inadequate.

15 (vi). CITY shall pass down the insurance obligations contained herein to
16 all tiers of subcontractors working under this Agreement.

17 (vii). The insurance requirements contained in this Agreement may be
18 met with a program(s) of self-insurance acceptable to the COUNTY.

19 (viii). CITY agrees to notify COUNTY of any claim by a third party or
20 any incident or event that may give rise to a claim arising from the performance of this Agreement.

21
22 15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this
23 Supplemental Agreement, an independent contractor and shall not be deemed an employee of the
24 COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents
25 and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees
26 are entitled, including but not limited to overtime, any retirement benefits, worker's compensation
27 benefits, and injury leave or other leave benefits. There shall be no employer-employee
28 relationship between the parties; and the CITY shall hold the COUNTY harmless from any and all

1 claims that may be made against the COUNTY based upon any contention by a third party that an
2 employer-employee relationship exists by reason of this Supplemental Agreement. It is further
3 understood and agreed by the parties that the CITY in the performance of this Supplemental
4 Agreement is subject to the control or direction of the COUNTY merely as to the results to be
5 accomplished and not as to the means and methods for accomplishing the results.

6 16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and
7 570.602 of Title 24 of the Code of Federal Regulations which requires that no person in the United
8 States shall on the grounds of race, color, national origin, sex, sexual orientation, gender identity,
9 or veterans status be excluded from participation in, be denied the benefits of, or be subjected to
10 discrimination under any program or activity funded in whole or in part with Community
11 Development funds.

12 CITY shall abide by and include in any subcontracts to perform work under this
13 Supplemental Agreement, the following clause:

14 "During the performance of this Supplemental Agreement, CITY and its subcontractors
15 shall not unlawfully discriminate against any employee or applicant for employment
16 because of race, religion, color, national origin, ancestry, physical disability, medical
17 condition, marital status, veterans status, sexual orientation, gender identity, age (over 40)
18 or sex. CITY and subcontractors shall insure that the evaluation and treatment of their
19 employees and applicants for employment are free of such discrimination. CITY and
20 subcontractors shall comply with the provisions of the Fair Employment and Housing Act
21 (California Government Code Section 12900 et seq.). The applicable regulations of the
22 Fair Employment and Housing Commission are implementing California Government
23 Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California
24 Administrative Code are incorporated into this Agreement by reference and made a part
25 hereof as if set forth in full. CITY and its subcontractors shall give written notice of their
26 obligations under this clause to labor organizations with which they have a collective
27 bargaining or other agreement."
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17. PROHIBITION AGAINST CONFLICTS OF INTEREST

A. CITY and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (24 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

B. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

C. No employee, officer or agent of the Subrecipient shall participate in the 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.

D. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

E. CITY understands and agrees that no waiver of exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute discretion. In determining whether such request is appropriate for submission to HUD,

1 COUNTY will consider the factors listed in 24 CFR 570.611(d)(2).

2 F. Prior to the distribution of any CDBG funding under this Supplemental
3 Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants,
4 officers and elected and appointed officials who are in a position to participate in a decision making
5 process, exercise any functions or responsibilities, or gain inside information with respect to the
6 CDBG activities funded under this Agreement. CITY shall also promptly disclose to COUNTY
7 any potential conflict, including even the appearance of conflict that may arise with respect to the
8 CDBG activities funded under this Supplemental Agreement.

9 G. Any violation of this Section 17 shall be deemed a material breach of this
10 Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by
11 the COUNTY.

12 18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

13 a. No federally-appropriated funds have been paid or will be paid, by or on
14 behalf of the CITY, to any person for influencing or attempting to influence an officer or employee
15 of any agency, a member of Congress, an officer or employee of Congress, or an employee of a
16 member of Congress in connection with the awarding of any federal contract, the making of any
17 federal grant, the making of any federal loan, the entering into of any cooperative agreement, and
18 the extension, continuation, renewal, amendment, or modification of any federal contract, grant,
19 loan, or cooperative agreement.

20 b. If any funds other than federally-appropriated funds have been paid or will
21 be paid to any person for influencing or attempting to influence an officer or employee of any
22 agency, a member of Congress, an officer or employee of Congress, or an employee of a member
23 of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the
24 CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in
25 accordance with its instructions.

26 c. CITY shall require that the language of this certification be included in the
27 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts
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1 under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and
2 disclose accordingly. This certification is a material representation of fact upon which reliance
3 was placed when this transaction was made or entered into.

4
5 19. TERMINATION.

6 A. CITY. CITY may not terminate this Agreement except upon express written
7 consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

8 B. COUNTY. Notwithstanding the provisions of Paragraph 19a above,
9 COUNTY may suspend or terminate this Supplemental Agreement upon a ten (10) day written
10 notice to CITY of action being taken and the reason for such action including, but not limited to,
11 the following reasons:

12 (1) In the event CITY fails to perform the covenants herein contained
13 at such times and in such manner as provided in this Supplemental Agreement; and

14 (2) In the event there is a conflict with any federal, state or local law,
15 ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement
16 invalid or untenable; or

17 (3) In the event the funding from the Department of Housing and Urban
18 Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.

19 C. This Agreement may be terminated and/or funding suspended, in whole or
20 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
21 and Audit Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the failure
22 of the CITY to materially comply with either the terms or conditions of this Agreement. Upon
23 suspension of funding, the CITY agrees not to incur any costs related thereto, or connected with,
24 any area of conflict from which the COUNTY has determined that suspension of funds is
25 necessary. CITY acknowledges that failure to comply with Federal statutes, regulations, or the
26 terms and conditions of this Agreement may be considered by the COUNTY in evaluating future
27 CDBG and non-CDBG funding applications submitted by CITY.

28

1 D. Upon suspension or termination of this Supplemental Agreement, CITY
2 shall return any unencumbered funds which it has been provided by COUNTY. In accepting said
3 funds, COUNTY does not waive any claim or cause of action it may have against CITY for breach
4 of this Supplemental Agreement.

5 E. Reversion of Assets

6 1. Upon expiration or termination of this Supplemental Agreement, the
7 CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the
8 Supplemental Agreement as well as any accounts receivable held by CITY which are attributable
9 to the use of CDBG funds awarded pursuant to this Supplemental Agreement.

10 2. Any real property under the CITY'S control that was acquired or
11 improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in
12 the form of a loan) in excess of \$25,000 is either:

13 (i) Used to meet one of the National Objectives pursuant to 24
14 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time
15 as determined to be appropriate by the COUNTY; or

16 (ii) Not used in accordance with Clause (i) above, in which event
17 the CITY shall pay the COUNTY an amount equal to the current market value of the property less
18 any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or
19 improvement to, the property.

20 20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to
21 this Supplemental Agreement will make reference to the contribution of the COUNTY, the
22 Department of Housing, Homelessness Prevention, and Workforce Development, and the
23 Community Development Block Grant Program in making the project possible.

24 21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors
25 shall be monitored and evaluated in terms of its effectiveness and timely compliance with the
26 provisions of this Supplemental Agreement and the effective and efficient achievement of the
27 CDBG National Objectives as set forth in Exhibit(s) A, attached hereto. Quarterly reports shall be
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1 due on the last day of the month immediately following the end of the quarter being reported. The
2 quarterly written reports shall include, but shall not be limited to, the following data elements:

3 A. Title of program, listing of components, description of activities/operations.

4 B. The projected goals, indicated numerically, and also the goals achieved (for
5 each report period). In addition, identify by percentage and description, the progress achieved
6 towards meeting the specified goals and identify any problems encountered in meeting goals.

7 C. If the CDBG-funded activity meets a National Objective under 24 CFR
8 570.208 (a)(2)(i), CITY will report the following:

9 1) Total number of direct beneficiaries (clientele served) with
10 household incomes at:

- 11 • Above 80% MHI
- 12 • Between 50% and 80% MHI (Low-Income)
- 13 • Between 30% and 50% MHI (Very Low-Income)
- 14 • Less than 30% MHI (Extremely Low-Income)

15 2) Total number and percent (%) of the clientele served that have
16 household incomes at or below 80% MHI

17 3) Racial ethnicity of clientele

18 4) Number of Female-Headed Households

19 D. CITY shall report, in writing, and cause its subcontractors to report, in
20 writing, beneficiary statistics monthly to Housing, Homelessness Prevention, and Workforce
21 Solutions (HHPWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form*
22 (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be
23 provided to CITY by HHPWS should HUD implement changes during the term of this
24 Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data
25 required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's
26 Community Planning and Development (CPD) Outcome Performance Measurement System.

27 22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval
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1 from HHPWS prior to implementing the following “high risk” activities funded with CDBG
2 assistance:

- 3 A. Construction of public facilities (project plans and specifications);
- 4 B. Acquisition of real property;
- 5 C. Historic Preservation;
- 6 D. Relocation; and
- 7 F. Economic Development

8 23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall
9 obtain COUNTY's written approval, through its HHPWS, of the project plans, specifications,
10 and construction documents prior to CITY’S construction of same for all projects consisting of
11 CDBG-funded construction activities . The COUNTY neither undertakes nor assumes nor will
12 have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass
13 judgment upon or inform CITY or any third party of any matter in connection with the
14 development or construction of the improvements, whether regarding the quality, adequacy or
15 suitability of the plans, any labor, service, equipment or material furnished to the property, any
16 person furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their
17 own judgment regarding such matters, and any review, inspection, supervision, exercise of
18 judgment or information supplied to CITY or to any third party by the COUNTY in connection
19 with such matter is for the public purpose of assisting with a community development and
20 housing activity pursuant to the Act, and neither CITY (except for the purposes set forth in this
21 Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible
22 for any of the work of construction, improvement, or development of the property.

23 It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable
24 local jurisdiction land use requirements will permit development of the property and construction
25 of the improvements and the use, operation, and maintenance of such Improvements in
26 accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to
27 entitle Sponsor to any local jurisdiction or County permit or other local jurisdiction or County
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1 approval necessary for the development of the Property, or waive any applicable local
2 jurisdiction or County requirements relating thereto. This Agreement does not (a) grant any land
3 use entitlement to CITY, (b) supersede, nullify, or amend any condition which may be imposed
4 by the local jurisdiction in connection with approval of the development described herein, (c)
5 guarantee to CITY or any other party any profits from the development of the Property, or (d)
6 amend any local jurisdiction or County laws, codes or rules.

7 24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain
8 COUNTY's written approval and authorization to proceed, through its HHPWS , of all CDBG-
9 funded real property acquisition activities.

10 25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED
11 WITH CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire
12 real property or to construct a public facility, CITY will comply with the Uniform Administrative
13 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section
14 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the
15 California Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform
16 Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42
17 U.S.C.A. §4630, et seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the
18 following is to occur:

- 19 a. Title to the real property shall vest in CITY;
- 20 b. The real property will be held by CITY, or the constructed facility will be
21 maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded
22 activity is closed-out and reported as complete by the COUNTY through the Comprehensive
23 Annual Performance and Evaluation Report (CAPER);
- 24 c. While held by CITY, the real property or the constructed facility is to be
25 used exclusively for the purposes for which acquisition or construction was originally approved
26 by COUNTY;
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1 d. Written approval from COUNTY must be secured if the property or the
2 facility is to be put to an alternate use that is consistent with the COUNTY’S Five Year
3 Consolidated Plan or the applicable federal regulations governing CDBG funds;

4 e. Should CITY desire to use the real property or the constructed facility, prior
5 to the completion of the mandatory five-year period, for a purpose not consistent with applicable
6 federal regulations governing CDBG funds or to sell the real property or facility, then:

7 (1) If CITY desires to retain title, CITY will reimburse COUNTY the
8 amount that represents the percentage of current fair market value that is identical to the
9 percentage that CDBG funds initially comprised of monies paid to acquire the property or
10 construct the facility; or

11 (2) If CITY sells the property or facility or is required to sell the
12 property or facility, CITY shall reimburse COUNTY the amount that represents the percentage
13 of proceeds realized by the sale that is identical to the percentage that CDBG funds initially
14 comprised of monies paid to acquire the property or construct the facility. This percentage
15 amount will be calculated after deducting all actual and reasonable cost of sale from the sale
16 proceeds.

17 26. ENTIRE AGREEMENT. This Supplemental Agreement, including any
18 attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with
19 respect to its subject matter and supersedes all prior and contemporaneous representations,
20 proposals, discussions and communications, whether oral or in writing. No oral understanding or
21 agreement not incorporated herein shall be binding on any of the parties hereto. Each of the
22 attachments and exhibits attached hereto is incorporated herein by this reference.

23 27. SEVERABILITY. Each section, paragraph and provision of this Supplemental
24 Agreement is severable from each other provision, and if any provision or part thereof is declared
25 invalid, the remaining provisions shall remain in full force and effect.

26 28. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY
27 agrees to notify in writing, and to cause any subcontractor implementing CDBG-funded Projects
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1 to notify, in writing, the Riverside County Workforce Development Center of any and all job
2 openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.

3 29. MINISTERIAL ACTS. The Director of Housing, Homelessness Prevention, and
4 Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be
5 necessary or appropriate to implement the terms, provisions, and conditions of this Supplemental
6 Agreement as it may be amended from time-to-time by COUNTY.

7 30. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no
8 liability for any later determination by the United States Government, the U.S. Department of
9 Housing and Urban Development, or any other person or entity that CITY is or is not eligible
10 under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.

11 31. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant
12 to this Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218),
13 and the Grant Award Number is B-20-UC-06-0506.

14 32. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form
15 with respect to this Supplemental Agreement, without prior written approval of the COUNTY.

16 33. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement
17 and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws
18 of the State of California. This Supplemental Agreement shall be construed as a whole according
19 to its fair language and common meaning to achieve the objectives and purposes of the parties
20 hereto, and the rule of construction to the effect that ambiguities are to be resolved against the
21 drafting party shall not be employed in interpreting this Supplemental Agreement, all parties
22 having been represented by counsel in the negotiation and preparation hereof.

23 34. WAIVER. Failure by a party to insist upon the strict performance of any of the
24 provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise
25 its rights upon the default of the other party, shall not constitute a waiver of such party's rights to
26 insist and demand strict compliance by the other party with the terms of this Supplemental
27 Agreement thereafter.

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1 35. JURISDICTION AND VENUE: Any action at law or in equity arising under this
2 Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or
3 determining the validity of any provision of this Supplemental Agreement shall be filed only in
4 the Superior Court of the State of California, located in Riverside, California, and the parties hereto
5 waive all provisions of law providing for the filing, removal or change of venue to any other court
6 or jurisdiction

7 36. USE OF PROPERTY. Whenever federal CDBG funds or program income are used,
8 in whole or in part, for the purchase of equipment or personal property, the property shall not be
9 transferred from its originally funded use, by CITY or the CITY'S subcontractor implementing
10 the CDBG-funded activity, for a period of five (5) years from the close-out date of the grant from
11 which CDBG assistance was provided. The CITY shall maintain a current inventory for COUNTY
12 monitoring and review.

13 37. AUTHORITY TO EXECUTE. The persons executing this Supplemental
14 Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement
15 hereby warrant and represent that they have the authority to execute this Supplemental Agreement
16 and warrant and represent that they have the authority to bind the respective parties to this
17 Supplemental Agreement to the performance of its obligations hereunder.

18 38. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the date
19 the parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on
20 more than one date, then the last date the Supplemental Agreement is signed by a party shall be
21 the effective date.

22 39. COUNTERPARTS. This Supplemental Agreement may be signed by the
23 different parties hereto in counterparts, each of which shall be an original but all of which together
24 shall constitute one and the same agreement.

25 40. FORCE MAJEURE.

26 A. Performance by either party hereunder shall not be deemed to be in default
27 where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes,
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1 fires, casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine
2 restrictions, freight embargoes, lack of transportation, governmental restrictions or priority,
3 litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays
4 of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public
5 or governmental agency or entity, or any causes beyond the control or without the fault of the party
6 claiming an extension of time to perform.

7 B. An extension of time for any such cause (a "Force Majeure Delay") shall be
8 for the period of the enforced delay and shall commence to run from the time of the commencement
9 of the cause, if notice by the party claiming such extension is sent to the other party within thirty
10 (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the
11 foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until
12 the party claiming such delay and interference delivers to the other party written notice describing
13 the event, its cause, when and how such party obtained knowledge, the date the event commenced,
14 and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall
15 deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

16 41. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be
17 modified or amended only by a writing signed by the duly authorized and empowered
18 representative of COUNTY and CITY respectively.

19 42. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of
20 electronic signatures, such as digital signatures that meet the requirements of the California
21 Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The
22 parties further agree that the electronic signatures of the parties included in this Agreement are
23 intended to authenticate this writing and to have the same force and effect as manual
24 signatures. Electronic signature means an electronic sound, symbol, or process attached to or
25 logically associated with an electronic record and executed or adopted by a person with the intent
26 to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature
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28

1 means an electronic identifier, created by computer, intended by the party using it to have the same
2 force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties.
3 For purposes of this section, a digital signature is a type of "electronic signature" as defined in
4 subdivision (i) of Section 1633.2 of the Civil Code.

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7 [Remainder of Page Intentionally Blank]

8 [Signatures on Following Page]
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IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the dates set forth below.

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

CITY OF COACHELLA,
a general law city

BY: _____
Michael Walsh,
Deputy Director

BY: _____
Name:
Title:

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

ATTEST:

By: _____
Amrit P. Dhillon,
Deputy County Counsel

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT "R"

(Page 1 of 6)

24 C.F.R. § 5.109**Equal participation of faith-based organizations in
HUD programs and activities.****Effective: May 4, 2016**

(a) Purpose.

Consistent with [Executive Order 13279](#) (issued on December 12, 2002, [67 FR 77141](#)), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by [Executive Order 13559](#) (issued on November 17, 2010, [75 FR 71319](#)), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral

EXHIBIT "R"

(Page 2 of 6)

toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) Separation of explicitly religious activities from direct Federal financial assistance.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

EXHIBIT "R"

(Page 3 of 6)

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Beneficiary protections.

Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) Written notice. The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

EXHIBIT "R"

(Page 4 of 6)

(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) Timing of notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) Referral requirements.

(i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine

EXHIBIT "R"

(Page 5 of 6)

whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) Recordkeeping.

A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 ([42 U.S.C. 2000e-1](#)), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to

EXHIBIT "R"

(Page 6 of 6)

the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

Credits

[[69 FR 41717](#), July 9, 2004; [80 FR 75934](#), Dec. 7, 2015; [81 FR 19416](#), April 4, 2016]

SOURCE: [61 FR 5202](#), Feb. 9, 1996; [61 FR 9041](#), March 6, 1996; [61 FR 9537](#), March 8, 1996; [61 FR 11113](#), March 18, 1996; [61 FR 13616](#), March 27, 1996; [61 FR 54498](#), Oct. 18, 1996; [70 FR 77743](#), Dec. 30, 2005; [73 FR 72340](#), Nov. 28, 2008; [75 FR 66258](#), Oct. 27, 2010; [77 FR 5674](#), Feb. 3, 2012; [80 FR 42352](#), July 16, 2015; [81 FR 19416](#), April 4, 2016; [81 FR 80798](#), Nov. 16, 2016; [81 FR 90657](#), Dec. 14, 2016, unless otherwise noted.

AUTHORITY: [12 U.S.C. 1701x](#); [42 U.S.C. 1437a](#), [1437c](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#); Sec. 327, [Pub.L. 109-115](#), 119 Stat. 2936; Sec. 607, [Pub.L. 109-162](#), 119 Stat. 3051 ([42 U.S.C. 14043e et seq.](#)); [E.O. 13279](#), [67 FR 77141](#), 3 CFR, 2002 Comp., p. 258; and [E.O. 13559](#), [75 FR 71319](#), 3 CFR, 2010 Comp., p. 273.; [29 U.S.C. 794](#), [42 U.S.C. 1437a](#), [1437c](#), [1437c-1\(d\)](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#), and Sec. 327, [Pub.L. 109-115](#), 119 Stat. 2936; [42 U.S.C. 3600-3620](#); [42 U.S.C. 5304\(b\)](#); [42 U.S.C. 12101 et seq.](#); [42 U.S.C. 12704-12708](#); [E.O. 11063](#), [27 FR 11527](#), 3 CFR, 1958-1963 Comp., p. 652; [E.O. 12892](#), [59 FR 2939](#), 3 CFR, 1994 Comp., p. 849.

EXHIBIT "S"

Page 1 of 2

**Economic Opportunities for Section 3 Residents
and Section 3 Business Concerns****Sec. 135.38 Section 3 clause.**

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

EXHIBIT "S"

Page 2 of 2

A. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

B. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

C. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

D. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT "AFR"**Additional Federal Requirements**

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

1. **Equal Employment Opportunity:** Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60). The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause;
2. **Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C.A. Section 3145):** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") ("ACT"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. **Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148):** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C.A. Section 3148) and as

EXHIBIT "AFR"

supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

1. **Contract Work Hours and Safety Standards Act (40 U.S.C.A. 3701-3708):** Where applicable, all contracts awarded by SUBRECIPIENT in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
2. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
3. **Rights to Data and Copyrights:** Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
4. **Air Pollution and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 et seq.) and the *Federal Water Pollution*

EXHIBIT "AFR"

Control Act as amended (33 U.S.C.A. Section 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

5. **Anti-Lobbying Certification (31 U.S.C.A. 1352):** The language of the certification set forth in this paragraph below shall be included in all contracts or subcontracts entered into in connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

9. **Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
10. **Drug-Free Workplace Requirements:** The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal

EXHIBIT "AFR"

agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part 2424.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
10. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
11. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et seq., 89 Stat. 871).
12. **Procurement of Recovered Materials (2 CFR 200.322.):** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: City of Coachella DUNS #: 67655225

ADDRESS: 53990 Enterprise Way
Coachella, CA 92236

PROGRAM CONTACTS: William Pattison, Jr., City Manager

PHONE: (760) 398-3502 FAX: (760) 398-8117

E-MAIL: bpattison@coachella.org

PROJECT NAME: Bagdouma Park Basketball Courts Rehabilitation Project

PROJECT LOCATION: 51-251 Douma Street, Coachella, CA 92236

LEVEL OF ENVIRONMENTAL CLEARANCE: _____

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **\$363,223**

Project to be administered by County (HHPWS) on behalf of City: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2020-2021 Community Development Block Grant** for the **Bagdouma Park Basketball Courts Rehabilitation Project** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The City of Coachella will use CDBG funds for the demolition of the existing asphalt basketball courts and replacing them with a concrete basketball court with new lighting at Bagdouma Park. The work includes design, demolition and removal/disposal of existing court, re-grading of the site, and construction of the concrete court and lights. Eligible costs include design, demolition, construction, project management, and related costs.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program’s National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Implement and complete project design, demolition, and construction activities.

CPD OUTCOME PERFORMANCE MEASUREMENT

- Objectives (select one):**
- Creating Suitable Living Environments
 - Providing Decent Affordable Housing
 - Creating Economic Opportunities

- Outcome (select one):**
- Availability/Accessibility
 - Affordability
 - Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient’s performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

EXHIBIT A
File No.: 4.CO.24-20

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$363,223**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

| Line Item | CDBG Granted Funds | Total of Non-CDBG Funds | Total Activity/Project Budget | Notes |
|------------------------------|--------------------|-------------------------|-------------------------------|-------|
| Design/Engineering Costs | X | X | | |
| | X | X | | |
| Project Administration Costs | | | | |
| | X | X | | |
| Construction Costs | | | | |
| Acquisition Costs | | | | |
| Relocations Costs | | | | |
| Capital Equipment Costs | | | | |
| Code Enforcement | | | | |
| Clearance | | | | |
| Interim Assistance | | | | |
| Indirect Costs: | | | | |
| TOTAL CDBG BUDGET | \$363,223 | \$529,405 | \$829,628 | |

G. Total Amount of Non- CDBG Leveraging

| TYPE | SOURCE | AMOUNT | SOURCE | AMOUNT | SOURCE | AMOUNT | TOTAL |
|--------------------|-------------------|-----------|--------|--------|--------|--------|------------------|
| FEDERAL | | | | | | | |
| STATE/LOCAL | City of Coachella | \$529,405 | | | | | \$529,405 |
| PRIVATE | | | | | | | |
| OTHER | | | | | | | |

TOTAL: \$529,405

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

| <u>Tasks / Milestone</u> | <u>Start Date</u> | <u>Completion Date</u> |
|-------------------------------------------------------|------------------------------|------------------------|
| Complete CDBG Training | July 2020 | July 2020 |
| Implement Project Activities | Upon Notification from HHPWS | |
| Execute Supplemental Agreement & Notice to Incur Cost | September 2020 | October 2020 |

| <u>Tasks / Milestone</u> | <u>Start Date</u> | <u>Completion Date</u> |
|------------------------------------------------|-------------------------------------|-----------------------------------------|
| Submit Quarterly Performance Reports to County | | Start October 2020 Through June 2022 |
| County Monitoring of City Program/Performance | To be determined by Program Manager | |

Specific Project Activities

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HHPWS review and approval
3. HHPWS authorizes City to advertise for bids
4. HHPWS reviews and approves bidding process
5. City awards construction contract
6. City and HHPWS conduct "pre-construction meeting"
7. HHPWS authorizes City to issue "Notice to Proceed"

City Submits Reimbursement Requests

Monthly Submittal

Other Schedule

CDBG-funded Project Complete

June 15, 2022

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

City must follow procurement and construction policies and procedures of the City and CDBG regulations. No construction will shall commence using CDBG funding without prior Notice to Proceed.



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2020-61, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37833

STAFF RECOMMENDATION:

Approve Resolution No. 2020-61, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37833.

DISCUSSION/ANALYSIS:

A final Parcel Map has been prepared by an appropriately licensed professional for Parcel Map No. 37833 in accordance with the approved Tentative Parcel Map 37833. Parcel Map 37833 will subdivide an approximately 5.76 acre parcel into two (2) lots. Subject to posting required securities and execution of a Subdivision Improvement Agreement acceptable to the City within 120 days of City Council's approval of the Final Parcel Map, Final Parcel Map No. 37833 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 37833.

FISCAL IMPACT:

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

Attachments:

1. Resolution No 2020-61
2. Final Parcel Map 37833
3. Offsite Bonding Exhibits

RESOLUTION NO. 2020-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 37833

WHEREAS, A final Parcel Map has been prepared by an appropriately licensed professional as Parcel Map No. 37833, subdividing of those certain lands identified on the approved Tentative Parcel Map No. 37833; 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. 37833, 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. 37833, subject to posting required securities and execution of the required Subdivision Improvement Agreement acceptable to the City within 120 days of adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-61 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 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

PARCEL MAP NO. 37833

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 26, P.M.B. 25/30-31 LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

MSA CONSULTING, INC.

MAY- 2020

RECORDER'S STATEMENT

FILED THIS DAY OF 20 AT IN BOOK OF PARCEL 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 \$29,100.00

DATED: August 19, 2020 JON CHRISTENSEN, COUNTY TAX COLLECTOR BY: Deputy

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$29,100.00 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: August 19, 2020 CASH OR SURETY BOND JON CHRISTENSEN COUNTY TAX COLLECTOR BY: Deputy

CITY CLERK STATEMENT

I, ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF SAID CITY AT ITS REGULAR MEETING HELD ON THE DAY OF 20, AND THERE UPON SAID COUNCIL DID PASS BY AN ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND ALSO APPROVED SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66463 (C) OF THE SUBDIVISION MAP ACT.

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

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.

WE HEREBY RETAIN 24 FOOT WIDE EASEMENTS SHOWN AS (A) FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS PURPOSES, AND INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES, OVER PARCEL 2, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN A 24 FOOT WIDE EASEMENT SHOWN AS (B) FOR PRIVATE WATER SERVICES, OVER PARCEL 2, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN A RECIPROCAL ACCESS EASEMENT, BLANKET IN NATURE OVER PARCELS 1 AND 2, EXCLUSIVE OF BUILDINGS AND ACCESSORY STRUCTURES.

COACHELLA HOUSING PROJECT, A LIMITED PARTNERSHIP

BY: Manuela Silva PRINT NAME: Manuela Silva IT'S: Chief Executive Officer

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) COUNTY OF Solano) ON 8/10/2020, BEFORE ME Maria Hernan A NOTARY PUBLIC, PERSONALLY APPEARED Manuela Silva 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/HEY 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: Maria Hernan MY PRINCIPAL PLACE OF BUSINESS IS Solano COUNTY. 2165151 NOTARY COMMISSION NO. 10/18/2020 MY COMMISSION EXPIRES

TRUSTEE & NOTARY'S ACKNOWLEDGMENT & SIGNATURE OMISSIONS

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 COMMUNITY HOUSING OPPORTUNITIES CORPORATION, IN MAY OF 2020.

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 PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY.

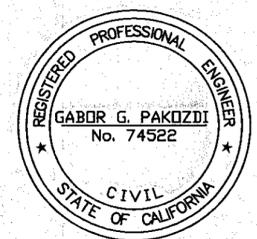
DATED: July 28, 2020 Charles R. Harris P.L.S. 4989



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37833, AS FILED AND APPROVED BY THE PLANNING COMMISSION ON FEBRUARY 5, 2020; THE EXPIRATION DATE BEING FEBRUARY 5, 2022; THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

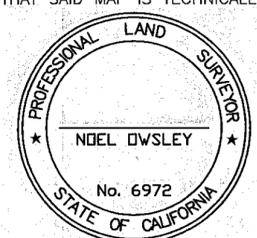
DATED: GABOR G. PAKOZDI R.C.E. 74522 CITY ENGINEER



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 37833 CONSISTING OF THREE (3) SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: 8-21, 2020 Noel Owsley L.S. 6972 ACTING CITY SURVEYOR



EASEMENT NOTES

- 1 AN EASEMENT IN FAVOR OF COACHELLA VALLEY COUNTY WATER DISTRICT, FOR UNDERGROUND PIPE LINE AND INCIDENTAL PURPOSES, PER INST. NO. 75-105543 REC. 08/28/75, O.R. 2 AN EASEMENT IN FAVOR OF FRONTIER COMMUNICATIONS, SUCCESSOR IN INTEREST TO GENERAL TELEPHONE COMPANY OF CALIFORNIA, FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND INCIDENTAL PURPOSES, PER INST. NO. 77-54233 REC. 03/31/77, O.R. (NON-PLOTTABLE FROM RECORD) 3 AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT, SUCCESSOR IN INTEREST TO SOUTHERN SIERRAS POWER COMPANY, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER BK. 676 OF DEEDS, PG. 168, REC. 04/21/1926, O.R. (NO WIDTH)

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

SHEET 3 OF 3 SHEETS

PARCEL MAP NO. 37833

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 26, P.M.B. 25/30-31 LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

MSA CONSULTING, INC.

MAY- 2020

SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NAD 83 (EPOCH 2011) BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) AND OR CONTINUOUS OPERATING REF. STATIONS (CORS) COTD AND P491, IDENTIFIED LOCALLY ALONG THE CENTERLINE OF HARRISON STREET, TAKEN AS N 00°12'21" E. BEARINGS AND DISTANCES SHOWN ARE GROUND. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY 0.999980303. THE CONVERGENCE ANGLE OF GRID NORTH IS 0°02'15" AT THE EAST QUARTER CORNER OF SECTION 6, USING AN ELEVATION OF -61.96'.

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" I.P. "PLS 4989", FLUSH, UNLESS NOTED OTHERWISE
- (-) INDICATES RECORD DATA
- R1 INDICATES RECORD DATA PER PARCEL MAP NO. 26, P.M.B. 25/30-31
- R2 INDICATES RECORD DATA PER PARCEL MAP NO. 42, P.M.B. 57/25
- R3 INDICATES RECORD DATA PER PARCEL MAP NO. 15691, P.M.B. 79/10
- R4 INDICATES RECORD DATA PER PARCEL MAP NO. 28414, P.M.B. 188/17-18
- R5 INDICATES RECORD DATA PER TRACT MAP NO. 16028, M.B. 115/97-100
- R6 INDICATES RECORD DATA PER PARCEL MAP NO. 36246, P.M.B. 235/24-27
- Ⓢ INDICATES CENTERLINE
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL BEARING
- S.N.F. SEARCHED NOTHING FOUND

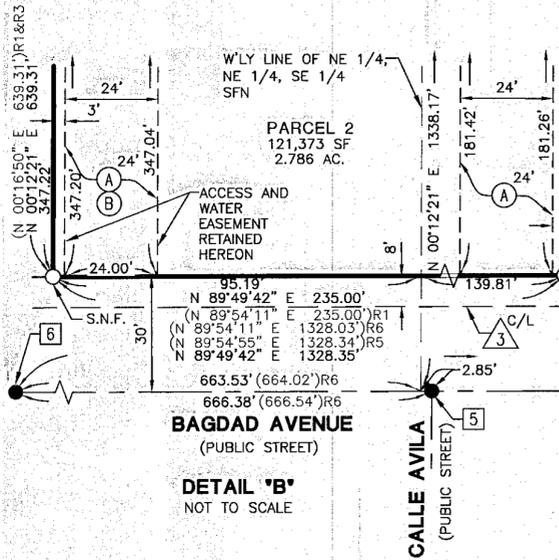
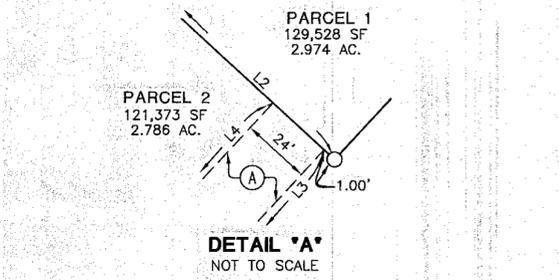
SET 1" I.P. WITH PLASTIC PLUG STAMPED "PLS 4989", SET NAIL AND TAG IN CONC. FOOTING STAMPED "PLS 4989" OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "PLS 4989", AS APPROPRIATE, AT REAR LOT CORNERS, B.C.'S, E.C.'S AND ANGLE POINTS, UNLESS OTHERWISE NOTED.

TOTAL GROSS AREA = 5.760 ACRES
NUMBERED PARCELS = 2 PARCELS

- (A) 24' RECIPROCAL ACCESS EASEMENT FOR INGRESS AND EGRESS PURPOSES, AND INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES, OVER PARCEL 2 RETAINED HEREON.
- (B) 24' PRIVATE WATER EASEMENT OVER PARCEL 2 RETAINED HEREON.

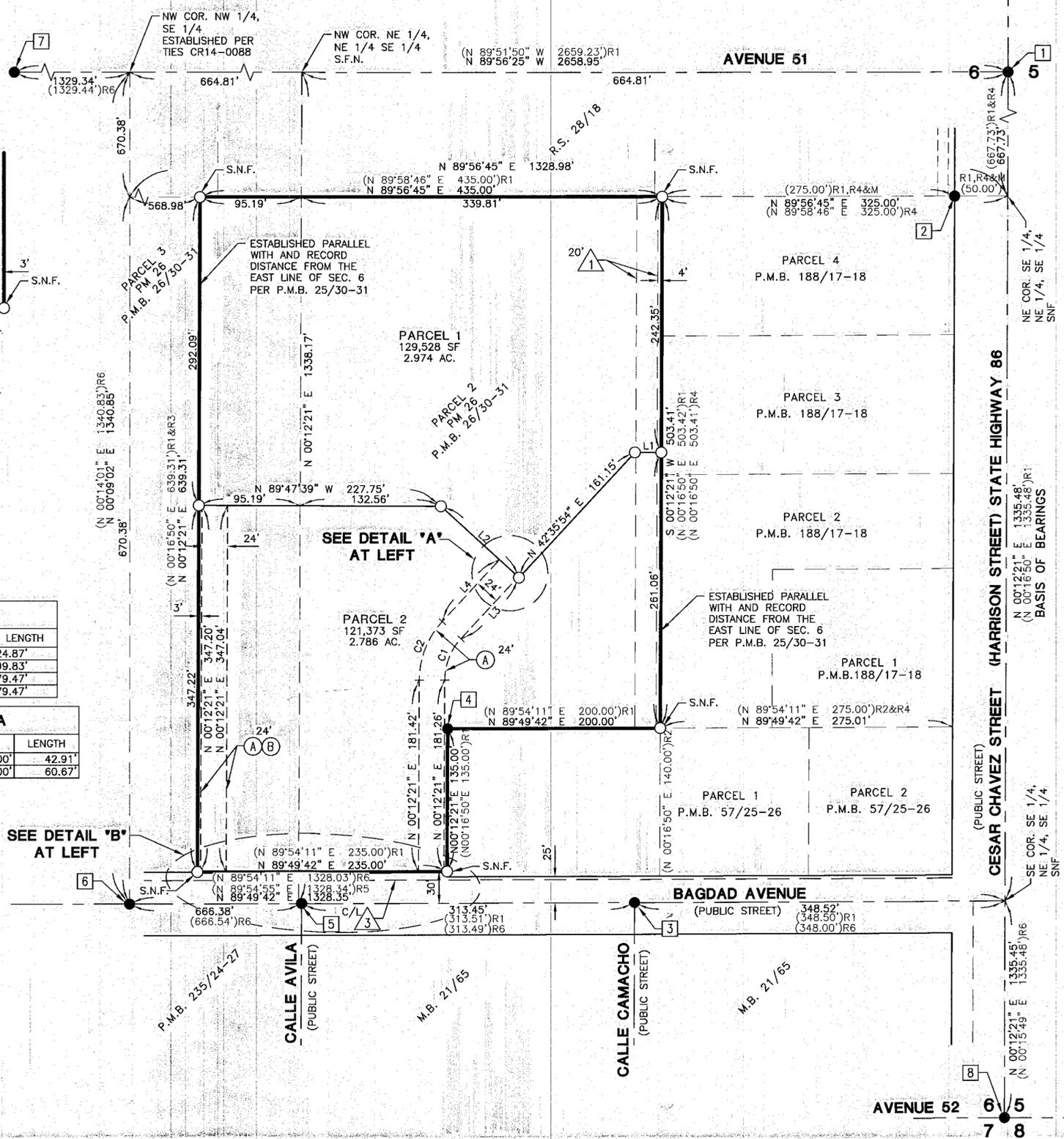
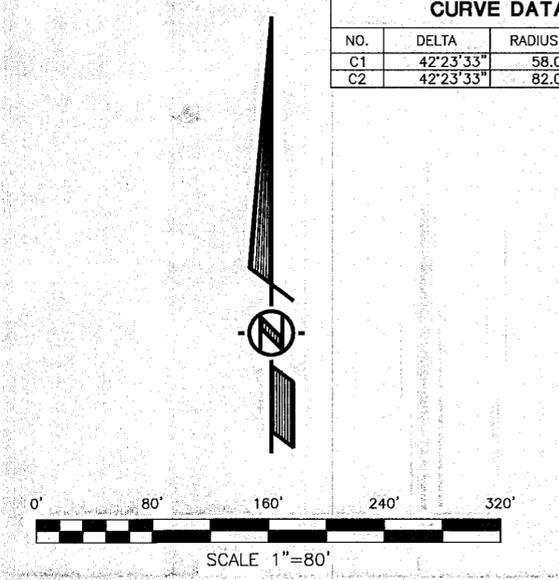
MONUMENT NOTES

- 1 FD. R.R. SPIKE, DN. 0.3', PER P.M.B. 25/30-31, ACCEPTED AS THE E. 1/4 COR. OF SEC. 6.
- 2 FD. 3/4" I.P. W/PP, "L.S. 6127", DN. 1', PER P.M.B. 188/17-18 ACCEPTED AS THE NE COR. OF PARCEL 4.
- 3 FD. SPIKE W/TAG, "L.S. 7083", FLUSH, PER P.M.B. 235/24-27, ACCEPTED AS THE CENTERLINE INTERSECTION OF CALLE CAMACHO AND BAGDAD AVE.
- 4 FD. 1" I.P. W/NAIL, NO I.D., DN. 0.8', PER P.M.B. 25/30-31, ACCEPTED AS THE COR. OF PARCEL 2.
- 5 FD. COPPERWELD STAMPED L.S. 4075 FLUSH, PER P.M.B. 235/24-27, ACCEPTED AS THE CENTERLINE INTERSECTION OF CALLE AVILA AND BAGDAD AVE.
- 6 FD. N&T., W/TAG, L.S. 4075 FLUSH, PER P.M.B. 235/24-27, ACCEPTED AS THE SW COR., SW 1/4, NE 1/4, SE 1/4 OF SEC. 6.
- 7 FD. COPPERWELD STAMPED L.S. 8508 FLUSH, PER CR14-009, ACCEPTED AS THE CENTERLINE INTERSECTION OF 51ST AVE AND FREDERICK STREET.
- 8 FD. R.R. SPIKE DN. 0.4', PER P.M.B. 235/24-27 AND M.B. 373/65-66, ACCEPTED AS THE SE COR. SEC. 6.



| LINE DATA | | |
|-----------|---------------|--------|
| NO. | BEARING | LENGTH |
| L1 | N 89°47'39" W | 24.87' |
| L2 | N 47°24'06" W | 99.83' |
| L3 | N 42°35'54" E | 79.47' |
| L4 | N 42°35'54" E | 79.47' |

| CURVE DATA | | | |
|------------|-----------|--------|--------|
| NO. | DELTA | RADIUS | LENGTH |
| C1 | 42°23'33" | 58.00' | 42.91' |
| C2 | 42°23'33" | 82.00' | 60.67' |





WEST LOOKING EAST



WEST LOOKING EAST



EAST LOOKING WEST



EAST LOOKING WEST

CONDITIONS OF APPROVAL FOR ARCHITECTURAL REVIEW NO. 19-10

8. THE OWNER SHALL VOTE TO ANNEX THE SUBJECT PROPERTY INTO THE CITY'S PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT (CFD NO. 2005-01) FOR CITY POLICE, FIRE AND PARAMEDIC SERVICES AND SHALL EXECUTE ALL NECESSARY DOCUMENTS AND PREPARE THE ANNEXATION MAP, PRIOR TO THE ISSUANCE OF A GRADING PERMIT.

ENGINEERING

- 14. A PRELIMINARY GEOLOGICAL AND SOILS ENGINEERING INVESTIGATION SHALL BE CONDUCTED BY A REGISTERED SOILS ENGINEER AND A REPORT SUBMITTED FOR REVIEW WITH THE PRECISE GRADING PLAN AND INCORPORATED INTO THE PRECISE GRADING PLAN DESIGN PRIOR TO PLAN APPROVAL. THE SOILS ENGINEER AND/OR THE ENGINEERING GEOLOGIST SHALL CERTIFY TO THE ADEQUACY OF THE GRADING PLAN.
- 15. A PRECISE GRADING/IMPROVEMENT PLAN, PREPARED BY A CALIFORNIA REGISTERED CIVIL ENGINEER, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO ISSUANCE OF ANY PERMITS. A FINAL SOILS REPORT, COMPACTION REPORT AND ROUGH GRADING CERTIFICATE SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
- 16. A DRAINAGE REPORT, PREPARED BY A CALIFORNIA REGISTERED CIVIL ENGINEER, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO ISSUANCE OF ANY PERMITS. THE REPORT SHALL CONTAIN A HYDROLOGY MAP SHOWING ON-SITE AND OFF-SITE TRIBUTARY DRAINAGE AREAS AND SHALL BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT. ADEQUATE PROVISIONS SHALL BE MADE TO ACCEPT AND CONDUCT THE EXISTING TRIBUTARY DRAINAGE FLOWS AROUND OR THROUGH THE SITE. IN A MANNER WHICH WILL NOT ADVERSELY AFFECT ADJACENT OR DOWNSTREAM PROPERTIES. IF THE DESIGN OF THE PROJECT INCLUDES A RETENTION BASIN, IT SHALL BE SIZED TO CONTAIN THE RUNOFF RESULTING FROM A 10-YEAR STORM EVENT AND THE RUNOFF FROM A 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN BASIN WITH SHALLOW PONDING (3.5' MAX.). THE BASIN SHALL BE DESIGNED TO EVACUATE A 10-YEAR STORM EVENT WITHIN 72 HOURS. THE SIZE OF THE RETENTION BASIN(S) SHALL BE DETERMINED BY THE HYDROLOGY REPORT AND BE APPROVED BY THE CITY ENGINEER. RETENTION BASIN SHALL BE PROVIDED WITH A MINIMUM OF 2'-FEET OF SANDY SOIL IF DETERMINED TO CONTAIN SILT OR CLAY MATERIALS. MAXIMUM ALLOWABLE PERCOLATION RATE FOR DESIGN SHALL BE 10 GAL/SF/DAY UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. A PERCOLATION TEST FOR THIS SITE IS REQUIRED TO BE SUBMITTED. A COMBINATION DRYWELL VERTICAL DRAIN FIELD SHALL BE CONSTRUCTED AT ALL POINTS WHERE RUNOFF ENTERS THE RETENTION BASIN. DRYWELL & VERTICAL DRAIN FIELD DESIGN SHALL BE BASED ON SOILS BORINGS MADE AT THE PROPOSED DRYWELL LOCATIONS AFTER THE RETENTION BASINS HAVE BEEN ROUGH GRADED. MINIMUM DEPTH SHALL BE 45'-FEET. A LOG THAT INCLUDES SIEVE ANALYSIS FOR EACH STRATA OF THE BORINGS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR CONFORMATION OF DEPTH OF THE VERTICAL DRAIN FIELDS. UNDERGROUND RETENTION UNDER THE PROPOSED PARKING AREA WILL BE CONSIDERED AS AN ALTERNATIVE TO SURFACE RETENTION SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- 17. 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. APPLICANT SHALL OBTAIN APPROVAL OF SITE ACCESS AND CIRCULATION FROM FIRE MARSHALS' OFFICE.

- 18. STREET IMPROVEMENT PLANS PREPARED BY A CALIFORNIA REGISTERED CIVIL ENGINEER SHALL BE SUBMITTED FOR ENGINEERING PLAN CHECK PRIOR TO ISSUANCE OF ENCROACHMENT PERMITS. ALL STREET IMPROVEMENTS INCLUDING STREET LIGHTS SHALL BE DESIGNED AND CONSTRUCTED IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS. STREET FLOW LINE GRADE SHALL HAVE A MINIMUM SLOPE OF 0.35%.
- 19. 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'-FEET AND CURBED RADIUS ENTRANCES.
- 21. APPLICANT SHALL OBTAIN AN ENCROACHMENT PERMIT FOR ANY IMPROVEMENTS CONSTRUCTED WITHIN PUBLIC RIGHT-OF-WAY INCLUDING ALLEYS.
- 22. SEWER & WATER IMPROVEMENT PLANS PREPARED BY A CALIFORNIA REGISTERED CIVIL ENGINEER SHALL BE SUBMITTED FOR ENGINEERING PLAN CHECK AND CITY ENGINEER APPROVAL.
- 23. THE APPLICANT SHALL CONSTRUCT ALL OFF-SITE AND ON-SITE WATER IMPROVEMENTS AND ANY OTHER INCIDENTAL WORKS NECESSARY TO COMPLETE THE IMPROVEMENTS. SIZE AND LOCATION OF SEWER AND WATER IMPROVEMENTS SHALL BE APPROVED BY THE CITY ENGINEER.
- 26. 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.
- 28. "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 SATISFACTION OF THE CITY ENGINEER PRIOR TO ACCEPTANCE OF IMPROVEMENTS FOR MAINTENANCE BY THE CITY.
- 29. PRIOR TO ISSUANCE 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.

FIRE DEPARTMENT:

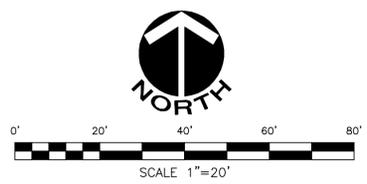
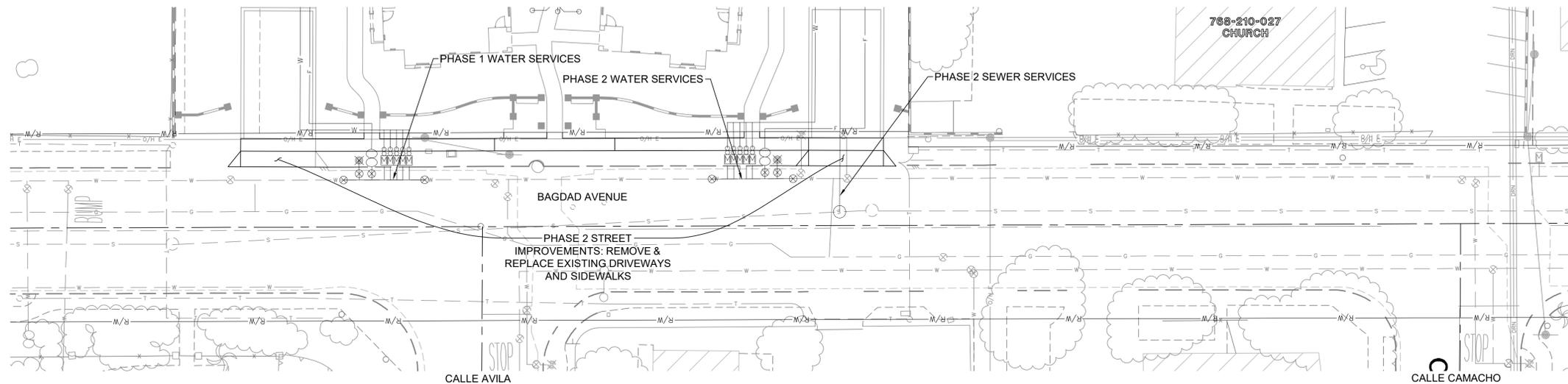
- 30. THE FIRE DEPARTMENT EMERGENCY VEHICLE APPARATUS ACCESS ROAD LOCATIONS AND DESIGN SHALL BE IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE, CITY OF COACHELLA ORDINANCE 1061 AND RIVERSIDE COUNTY FIRE DEPARTMENT STANDARDS. PLANS MUST BE SUBMITTED TO THE FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO BUILDING PERMIT ISSUANCE, SHOWING COMPLIANCE WITH THE ITEMS LISTED BELOW:
 - A. MINIMUM CLEAR WIDTH OF 24'-FEET SHALL BE PROVIDED.
 - B. MINIMUM OUTSIDE TURNING RADIUS OF 38'-FEET WHILE MAINTAINING MINIMUM INSIDE TURNING RADIUS OF 14'-FEET.
 - C. VERTICAL CLEARANCE OF 13'6" SHALL BE MAINTAINED FOR THE MINIMUM CLEAR WIDTH OF 24'-FEET. THIS INCLUDES TREE CLEARANCES.
 - D. NO TRAFFIC CALMING DEVICES ARE PERMITTED.
- 32. THE FIRE DEPARTMENT WATER SYSTEM(S) FOR FIRE PROTECTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE, CITY OF COACHELLA ORDINANCE 1061 AND RIVERSIDE COUNTY FIRE DEPARTMENT STANDARDS. PLANS MUST BE SUBMITTED TO THE FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO BUILDING PERMIT ISSUANCE.

UTILITIES:

- 38. THE DEVELOPER SHALL INSTALL 4MM TYPE WATER SERVICE WATER METERS. SEPARATE WATER SERVICE METER FOR LANDSCAPE IRRIGATION. INSTALL ABOVE GROUND "DOUBLE CHECK DETECTOR ASSEMBLY" DCDA FOR FIRE SYSTEM; TO PROTECT WATER SUPPLY FROM CONTAMINATION OR POLLUTION.
- 39. THE DEVELOPER SHALL INSTALL RP/BACKFLOW DEVICE AT LEAST 12" OF ALL WATER METERS SERVICING LANDSCAPE, FOR COMMERCIAL FACILITIES.

| PHASE 1 OFF-SITE IMPROVEMENTS | | | | |
|------------------------------------------------------------------------------------------------------|------|----------|------------|------------|
| DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL COST |
| SAW-CUT AC PAVEMENT IN BAGDAD | LF | 45 | \$3.00 | \$135.00 |
| REMOVE EXISTING AC PAVEMENT | SF | 675 | \$5.00 | \$3375.00 |
| REMOVE EXISTING CURB & GUTTER | LF | 35 | \$7.00 | \$245.00 |
| REMOVE EXISTING SIDEWALK FOR NEW WATER SERVICES | SF | 200 | \$6.00 | \$1200.00 |
| TRAFFIC CONTROL AND STREET REPAIRS TO BAGDAD FOR ABANDONMENT OF WATER METER AND INSTALLATION OF DCDA | LS | 1 | \$7500.00 | \$7500.00 |
| INSTALL 10" DIP WATER MAIN & SERVICES IN BAGDAD AVENUE PER COA FOR PHASE 1 | LF | 65 | \$75.00 | \$4875.00 |
| INSTALL 8" DI GATE VALVES IN BAGDAD FOR DIP MAIN REPLACEMENT, FH AND DCDA FOR PHASE 1 | EA | 4 | \$4500.00 | \$18000.00 |
| INSTALL 2" DOMESTIC SERVICE LATERAL WITH METER BOX | EA | 5 | \$1300.00 | \$6500.00 |
| INSTALL FH ASSEMBLY ON BAGDAD AT WEST ENTRANCE | EA | 1 | \$6500.00 | \$6500.00 |
| INSTALL 10" DCDA ON BAGDAD AT WEST ENTRANCE | EA | 1 | \$15000.00 | \$15000.00 |
| INSTALL NEW A.C. PAVEMENT ON BAGDAD | SF | 675 | \$10.00 | \$6750.00 |
| INSTALL TEMPORARY A.C. BERM TO REPLACE CURB & GUTTER | LF | 35 | \$10.00 | \$350.00 |
| INSTALL TEMPORARY A.C. PAVEMENT FOR PEDESTRIAN CIRCULATION | SF | 200 | \$10.00 | \$2000.00 |
| SUBTOTAL OF OFF-SITE IMPROVEMENTS FOR PHASE 1 | | | | \$72430.00 |
| ADD: 20% PREVAILING WAGE | | | | \$14486.00 |
| ADD: 15% CONTINGENCY | | | | \$10865.00 |
| TOTAL FOR PHASE 1 OFF-SITE IMPROVEMENTS | | | | \$97781.00 |

| PHASE 2 OFF-SITE IMPROVEMENTS | | | | |
|------------------------------------------------------------------------------------------------------------------|------|----------|------------|-------------|
| DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL COST |
| SAW-CUT AC PAVEMENT IN BAGDAD | LF | 45 | \$3.00 | \$135.00 |
| REMOVE EXISTING AC PAVEMENT | SF | 675 | \$5.00 | \$3375.00 |
| REMOVE EXISTING CURB & GUTTER | LF | 35 | \$7.00 | \$245.00 |
| REMOVE EXISTING SIDEWALK FOR NEW WATER SERVICES | SF | 200 | \$6.00 | \$1200.00 |
| TRAFFIC CONTROL AND STREET REPAIRS TO BAGDAD FOR ABANDONMENT OF WATER METER AND INSTALLATION OF DCDA | LS | 1 | \$7500.00 | \$7500.00 |
| INSTALL 10" DIP WATER MAIN & SERVICES IN BAGDAD AVENUE PER COA FOR PHASE 1 | LF | 65 | \$75.00 | \$4875.00 |
| INSTALL 8" DI GATE VALVES IN BAGDAD FOR DIP MAIN REPLACEMENT, FH AND DCDA FOR PHASE 1 | EA | 4 | \$4500.00 | \$18000.00 |
| INSTALL 2" DOMESTIC SERVICE LATERAL WITH METER BOX | EA | 5 | \$1300.00 | \$6500.00 |
| INSTALL FH ASSEMBLY ON BAGDAD AT WEST ENTRANCE | EA | 1 | \$6500.00 | \$6500.00 |
| INSTALL 10" DCDA ON BAGDAD AT WEST ENTRANCE | EA | 1 | \$15000.00 | \$15000.00 |
| INSTALL NEW A.C. PAVEMENT ON BAGDAD | SF | 675 | \$10.00 | \$6750.00 |
| INSTALL NEW CURB & GUTTER ON BAGDAD | LF | 235 | \$17.00 | \$3995.00 |
| INSTALL 48" SEWER MANHOLE | EA | 2 | \$5500.00 | \$11000.00 |
| INSTALL P.C.C. SIDEWALK AND DRIVEWAYS | SF | 1200 | \$10.00 | \$12000.00 |
| OFF-SITE LANDSCAPING INCLUDING TREES, PLANTS, VINES, BOULDERS, DECOMPOSED GRANITE & ASSOCIATED IRRIGATION SYSTEM | SF | 1050 | \$5.00 | \$5250.00 |
| SUBTOTAL OF OFF-SITE IMPROVEMENTS FOR PHASE 2 | | | | \$102325.00 |
| ADD: 20% PREVAILING WAGE | | | | \$20465.00 |
| ADD: 15% CONTINGENCY | | | | \$15350.00 |
| TOTAL FOR PHASE 2 OFF-SITE IMPROVEMENTS | | | | \$138140.00 |



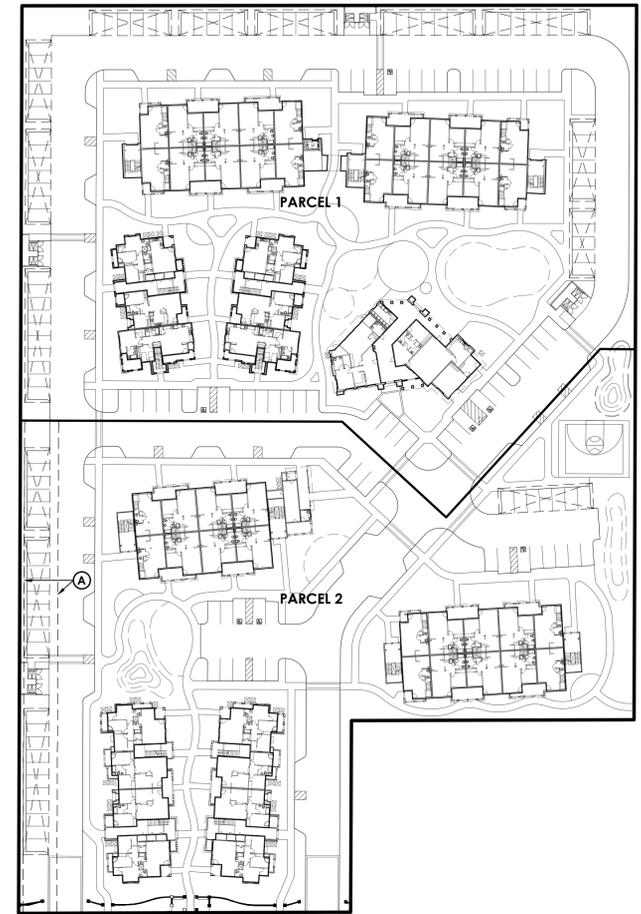
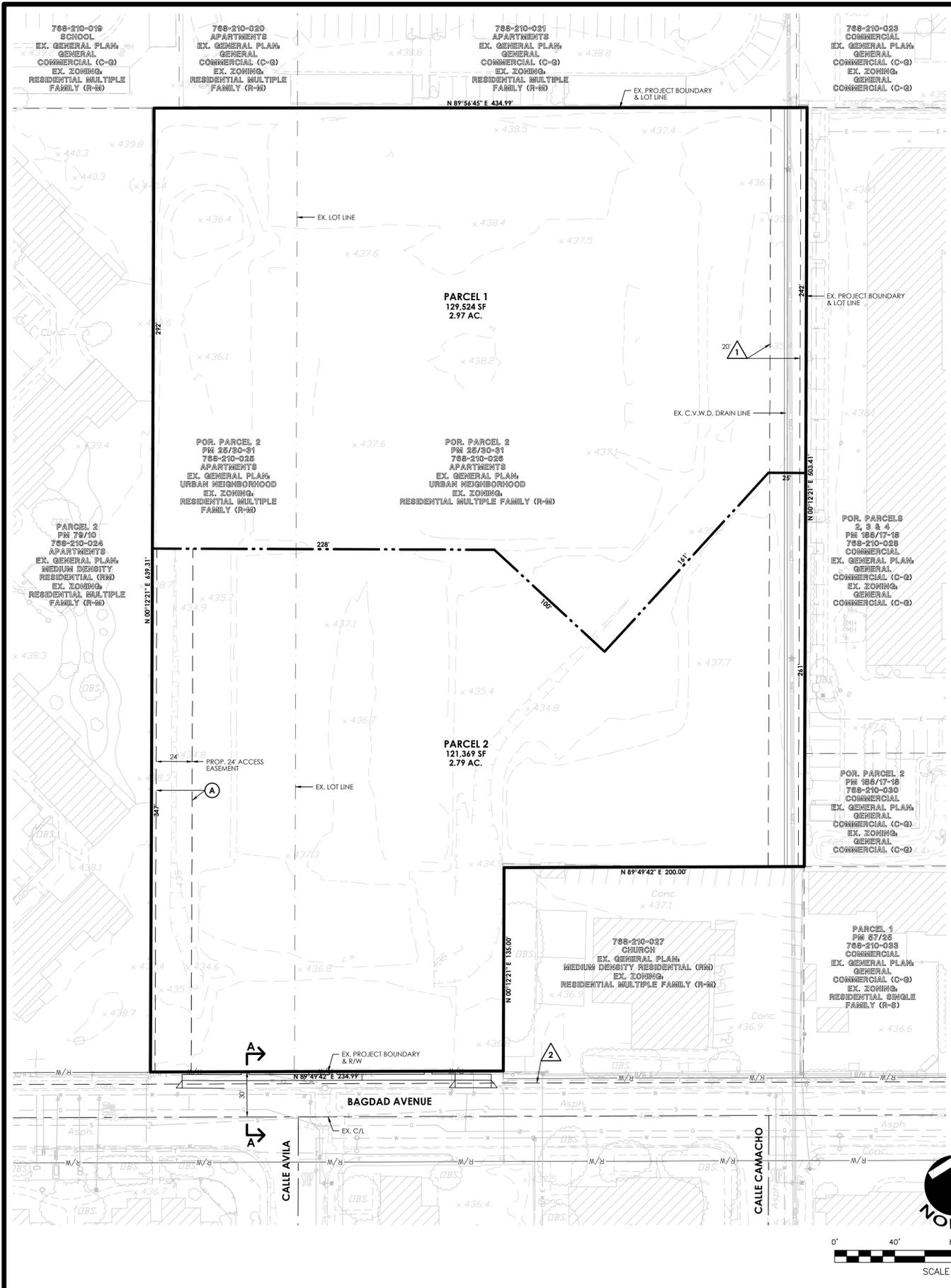
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| PREPARED FOR: | COMMUNITY HOUSING OPPORTUNITY CORPORATION |
| MAP NUMBER: | TENTATIVE PARCEL MAP NO. 37833 |
| PLAN: | OFF-SITE IMPROVEMENTS CONCEPT BONDING EXHIBIT |
| EXHIBIT DATE: | MAY 1, 2020 |

MSA CONSULTING, INC.
 > PLANNING > CIVIL ENGINEERING > LAND SURVEYING
 34200 Bob Hope Drive, Rancho Mirage, CA 92270
 760.320.9811 msaconsultinginc.com

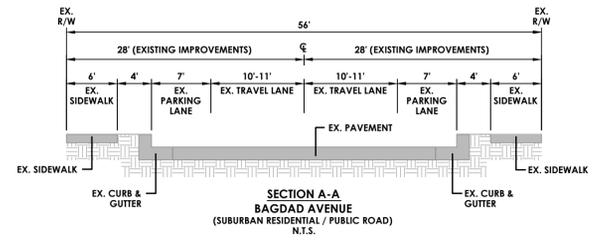
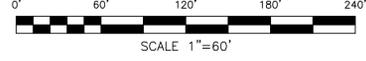
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SHEET
 1 OF 3

R:\2495\ACAD\Exhibits\Offsite Bonding Exhibit 2495\Offsite Bonding Exhibit 01.dwg, 5/1/2020 11:21 AM, dchavez, MSA Consulting, Inc.



INDEX MAP



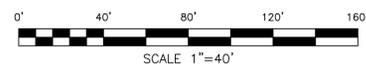
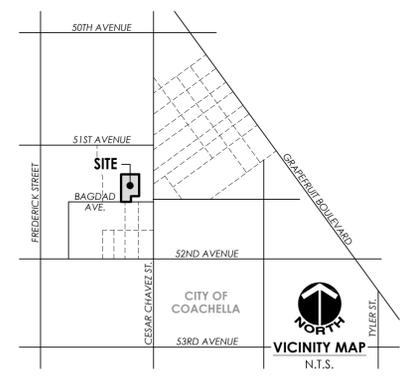
ABBREVIATIONS

- (E) EAST
- (N) NORTH
- (S) SOUTH
- (W) WEST
- A.C. ASPHALT CONCRETE
- ACR ACREAGE
- APN ASSESSOR'S PARCEL NUMBER
- BNDRY BOUNDARY
- C/L CENTERLINE
- C&G CURB AND GUTTER
- E/P EDGE OF PAVEMENT
- ESMT. EASEMENT
- EX. EXISTING
- MAX. MAXIMUM
- M.B. MAP BOOK
- MIN. MINIMUM
- NO. NUMBER
- N.T.S. NOT TO SCALE
- O/H OVERHEAD
- OS/PP OPEN SPACE / PARKS
- PAGE PAGE
- P/L PROPERTY LINE
- PROP. PROPOSED
- P.U.E. PUBLIC UTILITY EASEMENT
- R. RADIUS
- R.L. LOW DENSITY (RESIDENTIAL)
- R/W RIGHT OF WAY
- SF SQUARE FEET
- STD. STANDARD
- TYP. TYPICAL
- UG UNDERGROUND

LEGEND

- 679.3 EXISTING SPOT ELEVATIONS
- EXISTING CONTOURS
- EXISTING EASEMENT DELTA
- EXISTING CABLE
- EXISTING IRRIGATION DRAIN LINE
- EXISTING EASEMENT
- EXISTING ELECTRIC
- EXISTING GAS
- EXISTING IRRIGATION
- EXISTING LOT LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING TELEPHONE
- EXISTING OVERHEAD TELEPHONE
- EXISTING RIGHT OF WAY
- EXISTING SEWER
- EXISTING SEWER FORCE MAIN
- EXISTING WATER
- PROPOSED TENTATIVE TRACT MAP BOUNDARY
- PROPOSED AND EXISTING CENTER LINE
- PROPOSED CURB
- PROPOSED EASEMENT
- PROPOSED PARCEL LINE
- PROPOSED RIGHT OF WAY

| IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| TENTATIVE PARCEL MAP NO. 37833 | | |
| EXHIBIT DATE: OCTOBER 24, 2019 | | |
| REVISIONS | | |
| NO. | DATE | DESCRIPTION |
| 1 | 01/08/2020 | ADDED ACCESS EASEMENT OVER PARCEL 2 FOR PARCEL 1. |
| DATA TABLE | | |
| APPLICANT / LAND OWNER: | COMMUNITY HOUSING OPPORTUNITIES CORPORATION GREEN VALLEY EXECUTIVE CENTER | |
| ADDRESS: | 5030 BUSINESS CENTER DRIVE #260 FAIRFIELD, CALIFORNIA 94534 | |
| CONTACT: | VINCE NICHOLAS | TELEPHONE: (707) 759-6043 x112 |
| EXHIBIT PREPARER: | MSA CONSULTING, INC. | |
| ADDRESS: | 34200 BOB HOPE DRIVE RANCHO MIRAGE, CALIFORNIA 92270 | |
| CONTACT: | PAUL DEPALATIS, AICP | TELEPHONE: (760) 320-9811 |
| SOURCE OF TOPOGRAPHY: | INLAND AERIAL SURVEYS, INC. | |
| ADDRESS: | 7117 ARLINGTON AVENUE, SUITE "A" RIVERSIDE, CALIFORNIA 92503 | |
| DATE OF TOPOGRAPHY: | DECEMBER 26, 2018 | TELEPHONE: (951) 687-4252 |
| ASSESSOR'S PARCEL NUMBER: 768-210-025 & 768-210-026 | | |
| LEGAL DESCRIPTION: A PORTION OF PARCEL 2 OF P.M. 25/30-31 SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN. | | |
| LAND USE DESCRIPTION: | | ACREAGE: |
| EXISTING GROSS ACREAGE | | 5.76 AC. |
| PROPOSED RESIDENTIAL PARCEL NO. 1 | | 2.97 AC. |
| PROPOSED RESIDENTIAL PARCEL NO. 2 | | 2.79 AC. |
| EXISTING ZONING: | RESIDENTIAL MULTIPLE FAMILY (R-M) | |
| PROPOSED ZONING: | RESIDENTIAL MULTIPLE FAMILY (R-M) | |
| EXISTING GENERAL PLAN LAND USE: | URBAN NEIGHBORHOOD | |
| PROPOSED GENERAL PLAN LAND USE: | URBAN NEIGHBORHOOD | |
| PUBLIC UTILITY PURVEYORS: | | |
| ELECTRIC: | IMPERIAL IRRIGATION DISTRICT | (760) 335-3640 |
| GAS: | SOUTHERN CALIFORNIA GAS COMPANY | (877) 238-0092 |
| TELEPHONE: | FRONTIER COMMUNICATIONS | (800) 921-8101 |
| WATER: | CITY OF COACHELLA | (760) 501-8100 |
| CABLE: | SPECTRUM | (877) 719-3278 |
| SEWER: | CITY OF COACHELLA | (760) 501-8100 |
| USA: | UNDERGROUND SERVICE ALERT | (800) 227-2600 |
| EXISTING EASEMENT NOTES: | | |
| | 20' EASEMENT IN FAVOR OF COACHELLA VALLEY WATER DISTRICT TO BUILD AND MAINTAIN AN UNDERGROUND PIPE LINE AND INCIDENTAL PURPOSES, RECORDED 09/28/1975 AS INSTRUMENT NO. 75-105543 OF OFFICIAL RECORDS, (PLOTTED HEREON) | |
| | CENTERLINE OF AN EASEMENT IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY FOR UTILITIES AND INCIDENTAL PURPOSES, RECORDED APRIL 21, 1926 IN BOOK 676 OF DEEDS, PAGE 168, (PLOTTED HEREON) | |
| PROPOSED EASEMENT NOTES: | | |
| | PROPOSED 24' ACCESS EASEMENT OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1. (PLOTTED HEREON) | |
| FEMA FLOOD ZONE DESIGNATION: ZONE "X" - AREA OF MINIMAL FLOOD HAZARD. AS SHOWN ON RIVERSIDE COUNTY, CALIFORNIA, FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL MAP NUMBERS 0606SC2270H / EFFECTIVE DATE: MARCH 6, 2018 | | |
| LIQUEFACTION: HIGH LIQUEFACTION ZONE | | |
| NOTES: | | |
| 1. THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER. | | |
| 2. PROPOSED PARCEL 1 AND 2 ACCESS TO BE ADDRESSED IN SEPARATE RECIPROCAL ACCESS AGREEMENT. | | |



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

PROPOSED PHASING PLAN FOR TENTATIVE PARCEL MAP NO. 37833

EXHIBIT DATE: OCTOBER 23, 2019

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |

DATA TABLE

| | | | |
|-------------------------|------------------------------------------------------------------------------|------------|----------------|
| APPLICANT / LAND OWNER: | COMMUNITY HOUSING OPPORTUNITIES CORPORATION GREEN VALLEY EXECUTIVE CENTER | | |
| ADDRESS: | 5030 BUSINESS CENTER DRIVE #260 FAIRFIELD, CALIFORNIA 94534 | | |
| CONTACT: | VINCE NICHOLAS | TELEPHONE: | |
| EXHIBIT PREPARER: | MSA CONSULTING, INC. | | |
| ADDRESS: | 34200 BOB HOPE DRIVE RANCHO MIRAGE, CALIFORNIA 92270 | | |
| CONTACT: | PAUL DEPALATIS, AICP | TELEPHONE: | (760) 320-9811 |

| | | | |
|-----------------------|-----------------------------------------------------------------|------------|----------------|
| SOURCE OF TOPOGRAPHY: | INLAND AERIAL SURVEYS, INC. | | |
| ADDRESS: | 7117 ARLINGTON AVENUE, SUITE "A" RIVERSIDE, CALIFORNIA 92503 | | |
| DATE OF TOPOGRAPHY: | DECEMBER 26, 2018 | TELEPHONE: | (951) 687-4252 |

| | | | |
|---------------------------|---------------------------|--|--|
| ASSESSOR'S PARCEL NUMBER: | 768-210-025 & 768-210-026 | | |
|---------------------------|---------------------------|--|--|

LEGAL DESCRIPTION:
A PORTION OF PARCEL 2 OF P.M. 25/30-31 SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.

| | |
|------------------------|----------|
| LAND USE DESCRIPTION: | ACREAGE: |
| EXISTING GROSS ACREAGE | 5.76 AC. |

| | |
|------------------|-----------------------------------|
| EXISTING ZONING: | RESIDENTIAL MULTIPLE FAMILY (R-M) |
| PROPOSED ZONING: | RESIDENTIAL MULTIPLE FAMILY (R-M) |

| | |
|---------------------------------|---------------------------------|
| EXISTING GENERAL PLAN LAND USE: | MEDIUM DENSITY RESIDENTIAL (RM) |
| PROPOSED GENERAL PLAN LAND USE: | MEDIUM DENSITY RESIDENTIAL (RM) |

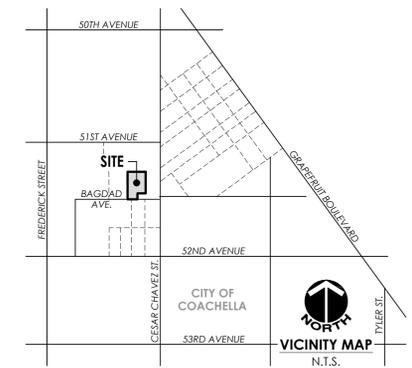
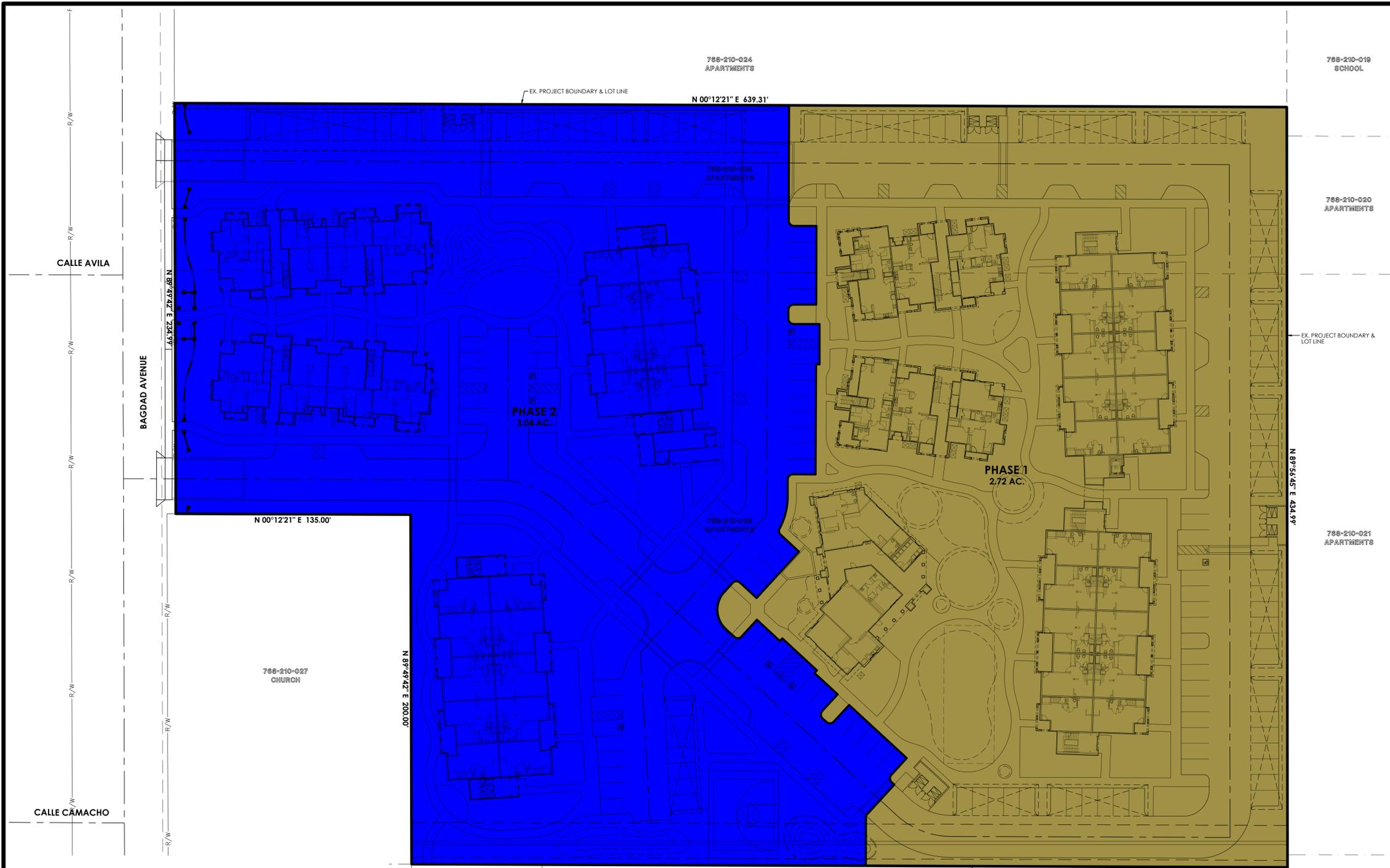
FEMA FLOOD ZONE DESIGNATION:
ZONE "X" - AREA OF MINIMAL FLOOD HAZARD.
AS SHOWN ON RIVERSIDE COUNTY, CALIFORNIA, FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL MAP NUMBERS 06065C2270H / EFFECTIVE DATE: MARCH 6, 2018

| | |
|---------------|------------------------|
| LIQUEFACTION: | HIGH LIQUEFACTION ZONE |
|---------------|------------------------|

NOTES: 1. THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.

Legend:

| | | |
|--|------------------|----------|
| | Proposed Phase 1 | ACREAGE: |
| | Proposed Phase 2 | 5.76 AC. |



ABBREVIATIONS

| | |
|--------|---------------------------|
| (E) | EAST |
| (N) | NORTH |
| (S) | SOUTH |
| (W) | WEST |
| A.C. | ASPHALT CONCRETE |
| AC | ACREAGE |
| APN | ASSESSOR'S PARCEL NUMBER |
| BNDRY | BOUNDARY |
| C/L | CENTERLINE |
| C&G | CURB AND GUTTER |
| E/P | EDGE OF PAVEMENT |
| ESMT. | EASEMENT |
| EX | EXISTING |
| MAX. | MAXIMUM |
| M.B. | MAP BOOK |
| MIN. | MINIMUM |
| NO. | NUMBER |
| N.T.S. | NOT TO SCALE |
| O/H | OVERHEAD |
| OS/PP | OPEN SPACE / PARKS |
| PG. | PAGE |
| P/L | PROPERTY LINE |
| PROP. | PROPOSED |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| R | RADIUS |
| R.L | LOW DENSITY (RESIDENTIAL) |
| R/W | RIGHT OF WAY |
| SF | SQUARE FEET |
| STD. | STANDARD |
| TP. | TYPICAL |
| UG | UNDERGROUND |

LEGEND

| | |
|--|---------------------------------------|
| | 679.3 EXISTING SPOT ELEVATIONS |
| | EXISTING CONTOURS |
| | EXISTING EASEMENT DELTA |
| | EXISTING EASEMENT CABLE |
| | EXISTING IRRIGATION DRAIN LINE |
| | EXISTING EASEMENT |
| | EXISTING ELECTRIC |
| | EXISTING GAS |
| | EXISTING IRRIGATION |
| | EXISTING LOT LINE |
| | EXISTING EDGE OF PAVEMENT |
| | EXISTING TELEPHONE |
| | EXISTING OVERHEAD TELEPHONE |
| | EXISTING RIGHT OF WAY |
| | EXISTING SEWER |
| | EXISTING SEWER FORCE MAIN |
| | EXISTING WATER |
| | PROPOSED TENTATIVE TRACT MAP BOUNDARY |
| | PROPOSED AND EXISTING CENTER LINE |
| | PROPOSED CURB |
| | PROPOSED EASEMENT |
| | PROPOSED PARCEL LINE |
| | PROPOSED RIGHT OF WAY |

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STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2020-63, a Resolution of the City Council of the City of Coachella, California, Releasing Subdivision Improvement Bonds for Tract 31376

STAFF RECOMMENDATION:

Approve Resolution No. 2020-63, a Resolution of the City Council of the City of Coachella, California, Releasing Subdivision Improvement Bonds for Tract 31376.

DISCUSSION/ANALYSIS:

Subdivision improvement bonds were provided for Tract 31376 in 2005. The subdivision, including all required public improvements, was completed and the residences were fully occupied by 2008. Due to changes of developer ownership, bond release was not requested at the appropriate time. In certain public records the bonds are still indicated as a liability on the original developer. As the improvements for Tract 31376 have been complete for some time, staff recommends the release of bonds.

FISCAL IMPACT:

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

Attachments:

1. Resolution No 2020-63

RESOLUTION NO. 2020-63

A RESOLUTION RELEASING SUBDIVISION IMPROVEMENT BONDS FOR TRACT NO. 31376

WHEREAS, the developer of Tract No. 31376, Lennar Homes, Inc., has substantially completed the required improvements, in compliance with the Subdivision Improvement Agreement and approved plans; and

WHEREAS, Lennart Homes, Inc., has provided the City of Coachella with bonds in conjunction with the Project as a condition of approval; and

WHEREAS, the City of Coachella continues to hold certain bonds insuring the satisfactory completion of the required improvements; and

WHEREAS, the developer of said project has requested that said bonds be released; and

WHEREAS, City Staff has determined that the need for said bonds no longer exists; and

WHEREAS, the City Council is in agreement with the recommendations of the City Staff.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coachella, California, that the subdivision improvement bonds for Tract No. 31376 be released

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-63 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk



STAFF REPORT
10/14/2019

TO: Honorable Mayor and City Council Members

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

SUBJECT: Professional Services Amendment and Funding Strategy for the SR-86/Avenue 50 New Interchange Project (ST-81). Partner with Cabazon Band of Mission Indians to apply for the Fiscal Year 2020 – Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP).

STAFF RECOMMENDATION:

Authorize the City Manager to Execute an Amendment to the Professional Services Agreement (PSA) with Angenious Engineering Services, Inc. (AES) in an amount of \$15,000 to provide Professional Engineering Services for the preparation of a joint construction funding grant application with the Cabazon Band of Mission Indians for the SR86/Avenue 50 Interchange Project (ST-81).

BACKGROUND:

Department of Transportation – Federal Highway Administration (FHWA) posted the Fiscal Year 2020 – Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP) grant on September 1, 2020. The funding application is due at 11:59 pm EST on November 2, 2020.

The NSFLTP Program will provide Federal funding to projects of national significance for construction, reconstruction, or rehabilitation of transportation facilities within, adjacent to, or providing access to Federal or Tribal lands. It appropriated \$70 million for this program. The FHWA will distribute these funds on a competitive basis in a manner consistent with the selection criteria.

DISCUSSION/ANALYSIS:

On November 18, 2015, City Council adopted resolution No. 2015-27 authorizing the City Manager to execute on behalf of the City any and all agreements associated with the ST-81 project.

The staff has been coordinating on the funding strategy with Cabazon Band of Mission Indians (Cabazon). It was mutually determined that the above referenced project would be best suited for this grant application. A new interchange at Avenue 50 on SR-86 (ST-81) would provide

significant opportunities to promote sustainable economic growth, environmental competitiveness, and improve quality of life in our region.

Cabazon has reached out to the Bureau of Indian Affairs (BIA) seeking for their support on this funding approach. Cabazon tribal government is going to provide a support letter upon receiving BIA's formal concurrence to ensure the City's eligibility for applying to the FY-2020 NSFLTP grant.

With the Cabazon's support letter, the City will act as the lead agency applying for the grant on behalf of Cabazon. The staff is seeking directions and/or concurrence to submit the NSFLTP grant application as the lead agency in partnership with Cabazon.

Should the grant be successful, the federal participation share of the cost of the project shall be up to 90%. The balance 10% local matching fund shall be shared between CVAG at 75% and City at 25%.

FISCAL IMPACT:

On October 28, 2013 the City of Coachella entered into a cost share agreement with CVAG for the Avenue 50 Bridge over Coachella Valley Stormwater Channel Project (ST-69) and SR86/Avenue 50 New Interchange Project (ST-81). A budget of \$1,928,767 was established. On September 27, 2019 the City of Coachella approved a PSA with AES for \$148,000. The \$15,000 PSA amendment shall be billed to the existing allocated ST-81 CIP project.

Attachments:

1. Professional Services Amendment No 1 for ST-81
2. Resolution No. 2015-27
3. Notice of Funding Opportunity for the Department of Transportation's Nationally Significant Federal Lands and Tribal Projects Program for Fiscal Year 2020

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND ANGENIOUS ENGINEERING SERVICES, INC.
Project ST-81**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of October 14th, 2020 by and between the City of Coachella ("City") and Angenious Engineering Services, Inc. ("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 November 27th, 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 \$148,000 for project ST-81.
 - b. On or about October 6th, 2020 the City and Consultant entered into the "First Amendment to" agreement between the City and Consultant in the amount of \$15,000.00.
 - c. 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 **one hundred sixty three thousand (\$163,000)** 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

ANGENIOUS ENGINEERING SERVICES, INC.

By: _____

William B. Pattison Date
City Manager

By: _____

Andy Cheah Date
Principal/ Project Manager

By: _____

Carlos Campos, City Attorney

Attest: _____

Angela Zepeda, City Clerk

RESOLUTION NO. 2015-27

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 009-N TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 08-5294R, WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZE THE CITY MANAGER TO SIGN SAID AGREEMENT FOR PROJECT NO. HPLULN-5294 (011), INTERSECTION OF STATE ROUTE 86 AT 50TH AVENUE/TYLER STREET.

WHEREAS, the City intends to pursue this agreement and completion of this project on or before fiscal year 2020; and

WHEREAS, the State requires that certain agreements be executed between the State and the City; and

WHEREAS, the City wishes to streamline the process of executing agreements and facilitating construction of the project for the benefit of its citizens; and

WHEREAS, the City Manager is entrusted with the trust and support of the City Council;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Coachella do hereby resolve to authorize the City Manager to execute on behalf of the City any and all agreements associated with this project.

PASSED, APPROVED AND ADOPTED this 18th day of November, 2015, by the following roll call vote:

AYES: Councilmember Bautista, Councilmember Martinez, Councilmember Sanchez, and Mayor Pro Tem Perez

NOES: None.

ABSENT: Mayor Hernandez.

ABSTAIN: None.



Steven A. Hernandez, Mayor

ATTEST:



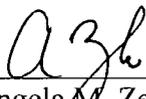
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:



Carlos Campos, City Attorney

I, Angela M. Zepeda City Clerk of the City of Coachella, do hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2015-27, duly passed and adopted at a regular meeting of the City Council held on the 18th day of November, 2015.



Angela M. Zepeda, City Clerk

DEPARTMENT OF TRANSPORTATION**Federal Highway Administration****Notice of Funding Opportunity for the Department of Transportation's Nationally Significant Federal Lands and Tribal Projects Program for Fiscal Year 2020**

AGENCY: Federal Highway Administration (FHWA), U.S. Department of Transportation (DOT)

ACTION: Notice of Funding Opportunity

SUMMARY: This notice announces a funding opportunity and requests grant applications for the Nationally Significant Federal Lands and Tribal Projects (NSFLTP) Program. The Fixing America's Surface Transportation (FAST) Act (Pub. L. 114-94) established the NSFLTP Program to provide Federal funding to projects of national significance for construction, reconstruction, or rehabilitation of transportation facilities within, adjacent to, or providing access to Federal or Tribal lands. The Fiscal Year (FY) 2020 Further Consolidated Appropriations Act (Pub. L. 116-94), appropriated \$70 million for this program. The FHWA will distribute these funds as described in this notice on a competitive basis in a manner consistent with the selection criteria.

DATES: Applications must be submitted by 11:59 pm EST on November 2, 2020.

ADDRESSES: Applications must be submitted through Grants.gov. Refer to CFDA Number: 20.205, Highway Planning and Construction.

FOR FURTHER INFORMATION CONTACT:

Jeffrey Mann, Office of Program Development, FHWA, Office of Federal Lands Highway, 21400 Ridgetop Circle, Sterling, VA 20166-6511, Telephone: 703-404-6230 or email: Jeffrey.Mann@dot.gov.

Scott Johnson, Office of Program Development, FHWA, Office of Federal Lands Highway,
21400 Ridgetop Circle, Sterling, VA 20166-6511, Telephone: 703-404-6231 or email:
Scott.Johnson@dot.gov.

In addition, FHWA will regularly post information about the NSFLTP Program on its Website at
<https://flh.fhwa.dot.gov/programs/nsfltp/>.

SUPPLEMENTARY INFORMATION: Each section of this notice contains information and instructions relevant to the application process for NSFLTP Program grants. The applicant should read this notice in its entirety to submit eligible and competitive applications.

TABLE of CONTENTS

- A. Program Description
- B. Federal Award Information
- C. Eligibility Information
 - 1. Eligible Applicants
 - 2. Cost Sharing and Matching
 - 3. Other
- D. Application and Submission Information
 - 1. Address to Request Application
 - 2. Content and Form of Application Submission
 - 3. Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)
 - 4. Submission Dates and Timelines
 - 5. Intergovernmental Review
 - 6. Funding Restrictions

- E. Application Review Information
- F. Federal Award Administration Information
- G. Federal Awarding Agency Contact(s)
- H. Other Information

A. PROGRAM DESCRIPTION

The FAST Act, Public Law 114-94, Section 1123, established the NSFLTP Program to fund nationally significant projects to construct, reconstruct, or rehabilitate transportation facilities within, adjacent to, or accessing Federal and Tribal lands.

A strong transportation network is critical to the functioning and growth of the American economy. The Nation's industry depends on the transportation network to move the goods that it produces, and facilitate the movements of the workers who are responsible for that production. When the Nation's highways, railways, and ports function well, that infrastructure connects people to jobs, increases the efficiency of delivering goods and thereby cuts the costs of doing business, reduces the burden of commuting, and improves overall well-being.

Rural transportation networks play a vital role in supporting our national economic vitality. Addressing the deteriorating conditions and disproportionately high fatality rates on our rural transportation infrastructure is of critical interest to the Department, as rural transportation networks face unique challenges in safety, infrastructure condition, and passenger and freight usage. Consistent with the R.O.U.T.E.S. Initiative, the Department will consider how the project will address the challenges faced by rural areas.

B. FEDERAL AWARD INFORMATION

1. Amount Available – For FY 2020, per the FY 2020 Further Consolidated

Appropriations Act (Pub. L. 116-94), the Secretary may award up to \$70 million in grants on a competitive basis to Federal and Tribal lands projects of national significance that meet the requirements of Section 1123 of the FAST Act.

2. Award Size – The NSFLTP Program provides discretionary funding for projects that have an estimated construction cost of at least \$25 million, with construction projects with an estimated cost equal to or exceeding \$50 million receiving priority consideration in the selection process.
3. Availability of Funds – The funds provided for this program under FY 2020 Further Consolidated Appropriations Act are available until September 30, 2023.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants
 - a. Entities eligible to receive funds under the Federal Lands Access Program (23 State U.S.C. 204), the Federal Lands Transportation Program (23 U.S.C. 203), the Tribal Transportation Program (23 U.S.C. 202), and the Federal Lands Planning Program (23 U.S.C. 201) may apply for funding under the NSFLTP Program, except that a State, county, or unit of local government may only apply for funding under the NSFLTP Program if sponsored by an eligible Federal land management agency (FLMA) or federally recognized Indian Tribe.
 - b. FLMAs and Tribes will provide a list of project applications they are sponsoring from their organization on behalf of State or local governments.
 - I. To promote effective communication and coordination, an FLMA or Tribe should identify one individual within their organization

who will serve as Sponsorship Coordinator.

- II. The Sponsorship Coordinator is responsible for providing the list of sponsored projects to the NSFLTP Program contacts listed on page 1 of this NOFO. The use of Grants.gov permits a wide range of eligible applicants to enter project applications. The Sponsorship Coordinator role ensures applications have been coordinated through and approved by FLMA and/or Tribal leaders.
 - III. The list of sponsored projects should provide enough detail so that FHWA can match the projects to those received via Grants.gov.
 - IV. A list of Sponsorship Coordinators can be obtained from the NSFLTP Program contacts listed on page 1 of this NOFO, or at the following Website – <https://flh.fhwa.dot.gov/programs/nsfltp/>.
- c. FLMAs and Tribes may sponsor applications on behalf of:
- I. a State or group of States;
 - II. a metropolitan planning organization;
 - III. a unit of local government or group of local governments;
 - IV. a political subdivision of a State or local government;
 - V. a special purpose district or public authority with a transportation function, including a port authority;
 - VI. a group of FLMAs;
 - VII. a consortium of Tribal governments; or
 - VIII. a multi-State or multijurisdictional group of public entities.
- d. Recipients of NSFLTP Program funding are responsible for meeting

reporting requirements.

2. Cost Sharing and Matching

- a. The Federal share of the cost of the project shall be up to 90 percent.
- b. The non-Federal share shall not be less than 10 percent of the cost of the project and can be:
 - I. Any other Federal funds, as long as they were not authorized under Title 23 or Title 49, U.S.C.;
 - II. Any private or public source, as long as the source did not receive the funds through programs authorized under Title 23 or Title 49, U.S.C.; and
 - III. Donations of funds, materials, services, right-of-way acquisition, or utility relocation.
 - IV. Tapered match, which is a form of Federal-aid matching flexibility that allows a project's Federal share to vary over the life of the project as long as the final contribution of Federal funds does not exceed the project's maximum authorized share. Indicate that a tapered match will be sought within the project narrative when describing how the non-Federal share will be funded.
- c. The application and project agreement must document the match requirement and any related commitments.
- d. Toll credits under 23 U.S.C. 120(i) are considered a Federal source under the NSFLTP Program and, therefore, cannot be used to satisfy the statutory cost sharing requirement of a NSFLTP award.

3. Other - To meet the minimum statutory requirements for eligibility, a project must meet all of the following conditions:
- a. The project is a single continuous project;
 - b. The project meets at least one of the following definitions of transportation facilities from Section 101 of Title 23, U.S.C., except that such facilities are not required to be included in an inventory described in Section 202 or 203 of such title:
 - I. “Federal lands transportation facility”, which means a public highway, road, bridge, trail, or transit system that is located on, is adjacent to, or provides access to Federal lands for which title and maintenance responsibility is vested in the Federal Government;
 - II. “Federal lands access transportation facility”, which means a public highway, road, bridge, trail, or transit system that is located on, is adjacent to, or provides access to Federal lands for which title or maintenance responsibility is vested in a State, county, town, township, Tribal, municipal, or local government; or
 - III. “Tribal transportation facility”, which means a public highway, road, bridge, trail, or transit system that is located on or provides access to Tribal land.
 - c. The project demonstrates completion of all activities required under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et seq.) through:
 - I. A record of decision, if the NEPA class of action is an

- environmental impact statement;
- II. A finding of no significant impact, if the NEPA class of action is an environmental assessment; or
- III. A determination that the project is a categorical exclusion under the lead Federal agency's NEPA procedures;
- d. The project must have estimated construction costs, based on the results of preliminary engineering, equal to or greater than \$25,000,000, with priority consideration for projects with estimated construction costs equal to or exceeding \$50,000,000; and
- e. The project will use NSFLTP Program funds only for construction, reconstruction, or rehabilitation of transportation facilities. Project design activities are not eligible for NSFLTP Program funds.
- f. The project may be in either an urban or rural area. For purposes of this notice, DOT defines "rural area" as an area outside an urbanized area, as designated by the U.S. Census Bureau. An "urban area" is defined as an area inside an urbanized area as designated by the U.S. Census Bureau. The Department will consider a project to be in a rural area if the entirety of the project is located outside of an urbanized area. Rural and urban definitions differ in some other DOT programs, including the Transportation Infrastructure Finance and Innovation Act and the Nationally Significant Freight and Highway Projects Program.

D. APPLICATION and SUBMISSION INFORMATION

1. Address to Request Application – Applications must be submitted to Grants.gov.
2. Content and Form of Application Submission – Include in the application package the following:

- a. Standard Form 424 (Application for Federal Assistance);
- b. Standard Form 424C (Budget Information for Construction Programs);
- c. Standard Form 424D (Assurances for Construction Programs);
- d. A cover page, including the following chart:

| | |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Name | |
| Previously Incurred Project Eligible Costs | \$ |
| Future Eligible Project Costs | \$ |
| Total Project Cost | \$ |
| NSFLTP Program Grant Request Amount | \$ |
| Federal (DOT) Funding including Program Funds Requested | \$ |
| Is the project within, adjacent to, or accessing Federal and/or Tribal land | Yes/No |
| Is the project located (entirely or partially) in an Opportunity Zone? | <p>Yes/No (Please reference https://www.cdfifund.gov/Pages/OpportunityZones.aspx)</p> <p>Please identify the specific 2011-2015 Low-Income Community Census Tract(s) (by number) that are Opportunity Zones.</p> |

- e. Completed NEPA document;
- f. A project narrative – The application must include information required for FHWA to determine that the project satisfies the eligibility requirements

described in Section IV above. The FHWA recommends the project narrative adhere to the following basic guidelines to clearly address the program requirements and make critical information readily apparent. While applicants are not required to follow the specific format described here, this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, FHWA encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

- I. Project Description – Describe what activities the requested NSFLTP Program funds and matching funds will support, how the project is nationally significant based on authorized criteria and the Secretary’s objectives, information on the expected users of the project, a description of the transportation challenges the project aims to address, and how the project will address these challenges.
- II. Project Location – Provide a detailed description of the location of proposed project and geospatial data for the project, as well as a map of the project’s location and its connections to existing transportation infrastructure.
- III. Project Parties – Provide information about who is involved and their respective roles in supporting the project.
- IV. Grant Funds, Sources, and Uses of Project Funds –
 - i. Funding – Document the funding that will be used to

construct this project, including past or pending Federal funding requests for this project. Include the size, nature, and source(s) of the required match for those funds, if applicable. Demonstrate that the requested NSFLTP Program funds do not exceed 90 percent of project costs. Please note that funds spent prior to the award of the project most likely can not be counted as match.

- ii. Budget – Provide a detailed project budget containing a breakdown of how the funds will be spent. The budget should estimate—by dollar amount and percentage of cost— the cost of construction work for each project component.
 - iii. Merit Criteria
 - A. Statutory Criteria – The project narrative should include sufficient information for the Department to evaluate how well the project aligns with the statutory criteria described in Section E.1.a-i below.
 - B. Discretionary Criteria – The project narrative should include sufficient information for the Department to evaluate how well the project aligns with Discretionary Criteria described in Section E.2.a-
- V. Indicate if this project is urban or rural, per the definition of these terms provided in Section C(3)(f).

- VI. To the extent practicable, provide data and evidence of project merits in a form that is verifiable or publicly available. The FHWA may ask any applicant to supplement data in its application, but expects applications to be complete upon submission.
- VII. Include a table of contents, maps, and graphics, as appropriate, to make the information easier to review.
- VIII. The FHWA recommends that the project narrative not exceed 10 pages, excluding supporting documentation and the benefit cost analysis, and be prepared with as a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins.
- IX. Provide Website links to supporting documentation rather than copies of these supporting materials. If supporting documents are submitted, clearly identify the relevant portion of the project narrative that each document supports.
- X. The FHWA recommends using appropriately descriptive names (e.g., “Project Narrative,” “Maps,” “Memoranda of Understanding and Letters of Support,” etc.) for all attachments.
- XI. Project Readiness – This section of the application should include information that, when considered with the project budget information presented elsewhere in the application, is sufficient for the Department to evaluate whether the project is reasonably expected to begin construction in a timely manner. To assist the

Department's project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections. The guidance here is about what information applicants should provide and how the applicant should organize their application. Guidance describing how the Department will evaluate a project's readiness is described in section E.1 of this notice. Applicants also should review that section before considering how to organize their application.

- i. **Technical Feasibility.** The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the NSFLTP application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed.
- ii. **Project Schedule.** The applicant should include a detailed project schedule that identifies all major project milestones.

Examples of such milestones include State and local planning approvals (programming on the Statewide Transportation Improvement Program), design completion; right of way acquisition; approval of plans, specifications and estimates (PS&E); procurement; State and local approvals; project partnership and implementation agreements including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

- A.** All necessary activities will be complete to allow NSFLTP funds to be obligated sufficiently in advance of the statutory deadline (September 30, 2023 for FY 2020 funds), and that any unexpected delays will not put the funds at risk of expiring before they are obligated;
- B.** The project can begin construction quickly upon obligation of NSFLTP funds, and that the grant funds will be spent expeditiously once construction starts; and
- C.** All real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no

acquisition is necessary.

iii. Required Approvals.

A. Environmental Permits and Reviews. The application should demonstrate receipt (or reasonably anticipated receipt) of all environmental approvals and permits necessary for the project to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State, and local requirements and completion of the NEPA process. Specifically, the application should include:

B. Information about the NEPA status of the project. An applicant should indicate the date of completion of the NEPA process, and provide a website link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the last agency action with respect to NEPA documents occurred more than three years before the application date, the applicant should describe why the project has been delayed and include a proposed approach for verifying and, if necessary,

updating this material in accordance with applicable NEPA requirements.

- C.** Information on reviews, approvals, and permits by other agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies¹, indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a website link or other reference to copies of any reviews, approvals, and permits prepared.
- D.** Environmental studies or other documents—preferably through a website link—that describe in detail known project impacts, and possible mitigation for those impacts.
- E.** A description of discussions with the appropriate FHWA field or headquarters office regarding the project’s compliance with NEPA and other

¹ Projects that may impact protected resources such as wetlands, species habitat, cultural or historic resources require review and approval by Federal and State agencies with jurisdiction over those resources.

applicable Federal environmental reviews and approvals.

- F. A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

- iv. State and Local Approvals. The applicant should demonstrate receipt of State and local approvals on which the project depends, such as State and local environmental and planning approvals and STIP or TIP funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

XII. Assessment of Project Risks and Mitigation Strategies.

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks. The applicant should assess the greatest risks to the project and identify how the project parties will

mitigate those risks.

XIII. Benefit-Cost Analysis - This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the Project Narrative. BCA is a systematic process for identifying, quantifying, and comparing expected benefits and costs of a potential infrastructure project. General guidance for estimating some types of quantitative benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, are available in USDOT's guidance for conducting BCAs for projects seeking funding under the Department's discretionary grant programs (see <https://www.transportation.gov/office-policy/transportation-policy/benefit-cost-analysis-guidance>). The results of the analysis should be summarized in the Project Narrative directly.

Applicants should delineate each of their project's expected outcomes in the form of a complete BCA to enable FHWA to consider cost-effectiveness (small projects), determine whether the project will be cost effective (large projects), estimate a benefit-cost ratio and calculate the magnitude of net benefits and costs for the project. In support of each project for which an applicant seeks funding, the applicant should submit a BCA that quantifies the expected benefits and costs of the project against a no-build

baseline. Applicants should use a real discount rate (i.e., the discount rate net of the inflation rate) of 7 percent per year to discount streams of benefits and costs to their present value in their BCA.

The primary economic benefits from projects eligible for NSFLTP grants are likely to include savings in travel time costs, vehicle operating costs, and safety costs for both existing users of the improved facility and new users who may be attracted to it as a result of the project. Reduced damages from vehicle emissions and savings in maintenance costs to public agencies may also be quantified. Applicants may describe other categories of benefits in the BCA that are more difficult to quantify and value in economic terms, such as improving the reliability of travel times or improvements to the existing human and natural environments (such as increased connectivity, improved public health, storm water runoff mitigation, and noise reduction), while also providing numerical estimates of the magnitude and timing of each of these additional impacts wherever possible. Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project.

The BCA should include the full costs of developing, constructing, operating, and maintaining the proposed project (including both previously incurred and future costs), as well as the expected timing

or schedule for costs in each of these categories. The BCA may also consider the present discounted value of any remaining service life of the asset at the end of the analysis period (net of future maintenance and rehabilitation costs) as a deduction from the estimated costs. The costs and benefits that are compared in the BCA should also cover the same project scope.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. Applicants should provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by FHWA evaluators.

3. Unique entity identifier and SAM –

a. Each applicant must:

- I. be registered in SAM before submitting its application;
- II. provide a valid unique entity identifier in its application; and
- III. continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding

agency. The Department may not make a grant to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make a grant, the Department may determine that the applicant is not qualified to receive a grant and use that determination as a basis for making a grant to another applicant.

4. Submission Dates and Times –

- a. Deadline – Applications must be submitted by 11:59 p.m. EST on November 2, 2020. Information regarding awards and available funding will be posted to the Website cited on page 1 of this NOFO.
- b. To submit an application through Grants.gov, applicants must:
 - I. Obtain a DUNS number;
 - II. Register with SAM at www.SAM.gov;
 - III. Create a Grants.gov username and password; and
 - IV. Respond to the registration email sent to the applicants E-Business point of contact (POC) from Grants.gov and login at Grants.gov to authorize the applicant as the Authorized Organization Representative (AOR).
- c. Please note there can be more than one AOR for an organization. Applicants are encouraged to submit applications in advance of the application deadline; however, applications will not be evaluated, and awards will not be made until after the application deadline.

- d. Please note the Grants.gov registration process usually takes 2-4 weeks to complete and the Department will not consider late applications that are the result of failure to register or comply with Grants.gov applicant requirements in a timely manner. For information and instruction on each of these processes, please see instructions at <http://www.grants.gov/web/grants/applicants/applicant-faqs.html>. If applicants experience difficulties at any point during the registration or application process, please call the Grants.gov Customer Service Support Hotline at 1(800) 518-4726, Monday-Friday from 7:00 a.m. to 9:00 p.m. EST.
- e. Consideration of Applications – Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, sponsor-approved applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of deadlines.
- f. Late Applications —Applications received after the deadline will not be considered.
5. Intergovernmental Review – The NSFLTP Program is not subject to the Intergovernmental Review of Federal Programs.
6. Funding Restrictions – Developmental phase activities including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering, design, and other preconstruction activities are not eligible for funding under the NSFLTP Program.

E. APPLICATION REVIEW INFORMATION

The FHWA will award the NSFLTP Program funds based on the selection criteria and policy considerations outlined below.

1. Statutory Criteria – In accordance with the FAST Act, Section 1123, when selecting projects for funding under the NSFLTP Program, FHWA will consider the extent to which the project:
 - a. Furthers the goals of DOT, including safety, state of good repair, economic competitiveness, and quality of life. In evaluating this criterion, FHWA will considering the following factors:

I. Safety. FHWA will assess the project's ability to foster a safe transportation system for the movement of goods and people. FHWA will consider the projected impacts on the number, rate, and consequences of crashes, fatalities and injuries among transportation users; the project's contribution to the elimination of highway/rail grade crossings; or the project's contribution to preventing unintended releases of hazardous materials.

II. State of Good Repair. FHWA will assess whether and to what extent: (1) the project is consistent with relevant plans to maintain transportation facilities or systems in a state of good repair and address current and projected vulnerabilities; (2) if left unimproved, the poor condition of the asset will threaten future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth; (3) the project is appropriately capitalized up front and uses asset management approaches that optimize its long-term cost structure; (4) a sustainable source of revenue is available for operations and maintenance of the project and the project will reduce overall life-cycle costs; (5) the project will maintain or improve transportation infrastructure that supports border security functions; and (6) the project includes a plan to maintain the transportation infrastructure in a state of good repair. FHWA will prioritize projects that ensure the good condition of transportation infrastructure, including rural transportation infrastructure, that support commerce and economic growth.

III. Economic Competitiveness. FHWA will assess whether the project will (1) decrease transportation costs and improve access, through reliable and timely access to employment centers and job opportunities; (2) improve long-term efficiency, reliability or costs in the movement of workers or goods; (3) increase the economic productivity of land, capital, or labor; (4) result in long-term job creation and other economic opportunities; or (5) help the United States compete in a global economy by facilitating efficient and reliable freight movement.

Projects that address congestion in major urban areas, particularly those that do so through the use of congestion pricing or the deployment of advanced technology, projects that bridge gaps in service in rural areas, and projects that attract private economic development, all support local or regional economic competitiveness.

IV. Quality of Life. FHWA will consider the extent to which the project: (i) increases transportation choices for individuals to provide more freedom on transportation decisions; (ii) expands access to essential services for communities across the United States, particularly for rural communities; or (iii) improves connectivity for citizens to jobs, health care, and other critical destinations, particularly for rural communities. Americans living in rural areas and on Tribal lands continue to disproportionately lack access and connectivity, and FHWA will consider whether and the extent to which the construction of the transportation project will allow concurrent installation of fiber or other broadband deployment as an essential service.

V. DOT's Benefit-Cost Analysis Guidance for Discretionary Grant Programs

- b. Improves the condition of critical transportation facilities, including multimodal facilities. FHWA will evaluate this criterion by considering both the extent to which the project improves the condition of a transportation facility and the critical nature of the facility. Examples may include but are not limited to: a bridge in poor condition that may be subject to closure in the absence of funds; or a primary transportation facility that provides access to critical community services, high use recreation destination areas, or other economic generators within Tribal and/or Federal lands.
- c. Needs construction, reconstruction, or rehabilitation. FHWA will consider

data provided by the applicant documenting any physical or operational deficiencies of the existing facility that would warrant construction, reconstruction, or rehabilitation, and how the proposed project will address those deficiencies.

- d. Has costs matched by funds that are not provided under the NSFLTP Program or Titles 23 or 49 by giving preference to;
- I. Projects with over 50 percent in non-NSFLTP Program funding, with additional preference given to projects that exceed even this threshold; followed by
 - II. Projects with between 30 percent and 50 percent in non-NSFLTP Program funding; followed by
 - III. Projects with between 10 percent and 29 percent in non-NSFLTP Program funding; followed by
 - IV. Projects with the minimum 10 percent in non-NSFLTP Program funding;
- e. Is included in or eligible for inclusion in the National Register of Historic Places. A project that meets this criterion will be more competitive than a project that does not
- f. Uses new technologies and innovations that enhance the efficiency of the project. FHWA will assess the extent to which the applicant uses innovative strategies promoted by the FHWA's Every Day Counts initiative <https://highways.dot.gov/federal-lands/programs-tribal/partners-resources/every-day-counts>.

Department will consider estimates of the project's benefit-cost ratio and net quantifiable benefits.

II. Based on FHWA's assessment, the agency will group projects into ranges based on their estimated benefit costs ratio (BCR) and net present value (NPV), and assign a level of confidence associated with each project's assigned BCR and NPV ratings. The Department will use these ranges for BCR: Less than 1; 1–1.5; 1.5–3; and greater than 3. The Department will use these ranges for NPV: Less than \$0; \$0– \$50,000,000; \$50,000,000–\$250,000,000; and greater than \$250,000,000. The confidence levels are high, medium, and low.

- b. The extent to which the project addresses the unique challenges of rural transportation networks in safety, infrastructure condition, and passenger and freight usage, should the project serve a rural location.
- c. Whether the project is located in a qualified opportunity zone, pursuant to 26 U.S.C. 1400Z-1. A project located in a qualified opportunity zone is more competitive than a similar project that is not located in a qualified opportunity zone.
- d. The project's demonstrated project readiness. During application evaluation, FHWA will consider project readiness to assess the likelihood of a successful project. In that analysis, FHWA will consider three evaluation ratings: Environmental Risk, Technical Capacity, and Financial Capacity. Environmental Risk assessment analyzes the project's environmental

approvals and likelihood of the necessary approval affecting project obligation. The Technical Capacity will be reviewed for all eligible applications and will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements based on factors including the recipient's experience working with Federal agencies, previous experience with DOT discretionary grant awards, and the technical experience and resources dedicated to the project. The Financial Capacity assessment reviews the availability of matching funds and whether the applicant presented a complete funding package. Risks do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies. A project with mitigated risks or with a risk mitigation plan is more competitive than a comparable project with unaddressed risks.

- e. The extent to which a project would improve roadways that:
 - I. have a higher than average daily use by commuters and non-recreation visitation; and
 - II. in the prior fiscal year, have been closed or had speed restrictions due to unsafe travel conditions as a result of the roadway's infrastructure condition and maintenance.

3. Review and Selection Process – The FHWA will review all eligible applications received by the deadline. The review and selection process will consist of a Technical Review and Senior Review.

- a. Technical Review - In the Technical Review, a team comprising technical

staff from FHWA will review all eligible applications and rate each project's alignment with the selection criteria, using the following guidelines.

- I. Highly Recommended – The project aligns extremely well with the objectives of the selection statutory criteria under consideration. Projects with three or more criteria rated as “Strong Alignment” are likely to receive this rating, as well as projects that have “Alignment” with all of the statutory criteria.
 - II. Recommended – The project aligns well with the objectives of the selection criterion. Projects with at least one criteria rated as “Strong Alignment” or that have “Alignment” with most of the statutory criteria are likely to receive this rating.
 - III. Acceptable – The project somewhat aligns well with the objectives of the selection criterion under consideration. Projects with no criteria rated as “Strong Alignment” but with a several criteria rated as “Alignment” are likely to receive this rating.
 - IV. Not Recommended – The project does not align well with objectives of the selection criterion under consideration.
- b. The Senior Review Team, comprising senior leadership from FHWA, will determine which projects rated as Acceptable and higher by the Technical Review Team to advance to the Secretary.
4. The final funding decisions will be made by the Secretary of Transportation.
 5. Additional Information – Prior to award, each selected applicant will be subject to a

risk assessment required by 2 CFR 200.205. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM, currently the Federal Awardee Performance and Integrity Information System (FAPIIS). An applicant may review information in FAPIIS and comment on any information about itself. The Department will consider comments by the applicant in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices – The FHWA will announce awarded projects by posting a list of selected projects at <https://flh.fhwa.dot.gov/programs/nsfltp/>. Following the announcement, FHWA will contact the POC listed in form SF-424 to initiate negotiation of a project-specific agreement.
2. Administrative and National Policy Requirements – All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR 200, as adopted by DOT at 2 CFR 1201. In addition, applicable Federal laws, rules and regulations of FHWA will apply to the projects that receive NSFLTP Program funds, including planning requirements, agreements, Buy America compliance, and other grant program requirements.
3. Reporting – Each recipient of NSFLTP Program funding must submit the Federal Financial Report (SF-425) on the financial condition of the project and the project's

progress bi-annually, as well as an Annual Budget Review and Program Plan to monitor the use of Federal funds and ensure accountability and financial transparency in the NSFLTP Program. The FHWA reserves the right to request additional information, if deemed needed, to better understand the status of the project. The successful applicant will provide additional financial reporting beyond the semi-annual reporting, if such statements are necessary to address the Department's Stewardship and Oversight responsibility of the funds. The successful applicant also agrees to allow periodic project inspections and the Department will provide notice for such inspections.

4. Reporting Matters Related to Integrity and Performance – If the total value of a selected recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the information reported to SAM and FAPIIS, about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111- 212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

G. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice please contact:

1. Jeffrey Mann, NSFLTP Program Manager, via email at jeffrey.mann@dot.gov, or by telephone at 703-404-6230. Office hours are from 7:00 a.m. to 3:30 p.m. EDT., Monday through Friday, except Federal holidays.
2. Scott Johnson, Director Office of Program Development, via email at scott.johnson@dot.gov, or by phone at 703-404-6231. Office hours are from 7:00 a.m. to 3:30 p.m. EDT., Monday through Friday, except Federal holidays.
3. For legal questions, please contact Mr. Milton Hsieh, Office of the Chief Counsel, via email at milton.hsieh@dot.gov, or by phone at (703) 404-6206. Office hours are from 7:00 a.m. to 3:30 p.m. EDT., Monday through Friday, except Federal holidays.
4. All three can also be reached by mail at the Federal Highway Administration, 1200 New Jersey Avenue SE., Washington, DC 20590.

H. OTHER INFORMATION

1. Protection of Confidential Business Information – All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methods that are accepted by industry practice and standards, to the extent possible. If the application includes information the applicant considers to be a trade secret or confidential commercial or financial information, the applicant should do the following: (1) note on the front cover that the submission “Contains Confidential Business Information (CBI)”; (2) mark each affected page “CBI”; and (3) highlight or otherwise denote the CBI portions. The FHWA protects such information from disclosure to the extent allowed under applicable law. In the event FHWA receives a Freedom of Information Act (FOIA) request for the

information, FHWA will follow DOT procedures described in its FOIA regulations at 49 CFR 7.17. Only information that is ultimately determined to be confidential under that procedure will be exempt from disclosure under FOIA.

Authority: Section 1123 of [Public Law 114-94](#)

Issued On: August 28, 2020

Nicole R. Nason
FHWA Administrator



STAFF REPORT
10/14/2019

TO: Honorable Mayor and City Council Members

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

SUBJECT: Amendment to the Professional Services Agreement with Angenious Engineering Services, Inc. in an amount of \$62,896.44 to provide Professional Engineering Services for the Dillon Road Bridge over Coachella Valley Stormwater Channel (CVSC) Project, Project # 2019-ST-109.

STAFF RECOMMENDATION:

Authorize the City Manager to Execute an Amendment to the Professional Services Agreement (PSA) with Angenious Engineering Services, Inc. (AES) in an amount of \$62,896.44 to provide Professional Engineering Services for the Dillon Road Bridge over Coachella Valley Stormwater Channel (CVSC) Project, Project # 2019-ST-109

BACKGROUND:

AES is contracted to provide Professional Engineering Services for the Dillon Road Bridge over Coachella Valley Stormwater Channel (CVSC) Project, Project # 2019-ST-109.

Due to previously unpredicted Caltrans bridge inspection findings, pursuits of funding opportunities, and per Dillon Road Joint Powers Authority (JPA)'s directives, AES was requested to perform extra work beyond the Scope of Work of the original PSA as listed below:

1. Resolve Caltrans funding application issues of using City's Locode for project site within tribal lands .
2. Resolve issues resulting from changing policies and evaluation criteria for applications for the anticipated main funding source, the Highway Bridge Program (HBP) due to oversubscription of program funding.
3. Resolve issues resulting from the Dillon road bridge recent classification as "Structural Deficient" and "Scour Critical".
4. Coordination with BIA and Caltrans to determine a lead agency and cooperating agency

DISCUSSION/ANALYSIS:

In order to resolve the preliminary engineering and environmental document work's evolving demands, which include additional efforts associated to responding to Caltrans routine bridge inspections, National Environmental Policy Act (NEPA) environmental document and Highway Bridge Program (HBP) application. The required extra work includes the following tasks:

- Project management and coordination

- Prepare Scour Plan of Action for existing Dillon Road Bridge
- Provide technical documentation and assistance for the Fiscal Year 2020 Transportation BUILD Grant Application
- Prepare new and resubmit funding applications
- Prepare additional exhibits and calculations at the request of the Dillon JPA

The total cost to perform all the above referenced tasks is estimated at \$62,896.44 and will keep the work within the current City/CVAG reimbursement agreement budget of \$1,269,253.75. Adding \$62,896.44 to the current PSA authorized budget of \$1,196,103.56 equals to a sum of \$1,259,000. Hence, the City does not need to request additional fund contribution with CVAG.

FISCAL IMPACT:

On June 27, 2016 CVAG approved the funding of \$1,269,253.75 for additional design work and revalidation of the environmental documents for the Dillon Road Bridge at Whitewater Channel to comply with NEPA requirements.

The City is acting as the contract administrator for the Dillon Road JPA. The reimbursement ratio for this project is 100%. Therefore, there will be no impact to the City of Coachella's general fund.

Attachments;

Amendment No.2

Exhibit A scope and Fee

Coachella Professional Service Agreement Executed 2019-05-14

PSA amendment No.1

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA
AND ANGENIOUS ENGINEERING SERVICES, INC.**

1. Parties and Date.

This Amendment No. 2 to the Professional Services Agreement is made and entered into as of this 14th day of October 2020, by and between the City of Coachella (“City”) and Angenious Engineering Services, Inc. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled “City of Coachella Professional Services Agreement” dated April 25, 2019 (“Agreement” or “Contract”) for the purpose of retaining the services of Consultant to provide engineering, design, and other services for the Dillon Road project.

2.2 On January 22nd, 2020 entered into that certain agreement entitled “First Amendment” between the City and Consultant to amend the Agreement to allow the City to modify provisions stipulated in the Agreement that are applicable to subconsultants of Consultant. Amendment No. 1 was authorized pursuant to Section 3.5.14 of the Agreement.

2.3 This Amendment No. 2 is authorized pursuant to Section 3.5.14 of the Agreement.

2.4 The parties now desire to amend the Agreement as set forth in this Amendment.

3. Amendment.

3.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services for this Amendment No. 2 hereto referenced as EXHIBIT “A”.

3.2 Allowable Costs and Payments. Section 3.3.1 of the Agreement is hereby amended to increase the compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit “A” attached hereto and incorporated herein by reference. The amended total compensation shall not exceed **One Million Two-Hundred-Fifty-Nine Thousand Dollars (\$1,259,000)** 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.”

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as

amended by this Amendment.

3.4 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 No. 2.

3.5 Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the City of Coachella Professional Services Agreement as of the day and year first above written.

CITY OF COACHELLA

Angenious Engineering Services, Inc.

Approved By:

William Pattison
City Manager

Soon "Andy" Cheah
Principal / Secretary

Date

Date

Approved As to Form:

Carlos Campos, City Attorney

Signature

Date

Name

Title

Attested By:

Angela M. Zepeda, City Clerk

Date

Date

EXHIBIT "A"
Scope of Services and Estimated Budget
for
PSA Amendment No. 2

Scope of Services:

Task 1 – Project Management and Coordination

The Consultant will perform additional coordination of all project activities with BIA and Caltrans.

Task 2 – Funding Assistance

The Consultant shall prepare necessary preliminary engineering with supporting data and recommendations to assist on Funding Applications for FY 2020 BUILD Grant and HBP applications.

Task 3 – Preliminary Engineering Services

The Consultant shall assist and coordinate with Structure Maintenance and Investigations (SMI) Unit on bridge routine to prepare necessary preliminary engineering responses. The Consultant shall provide recommendations to Dillon Road JPA. The consultant to assist on preparing a scour plan of action (POA) as a recommendation to the Twenty-Nine Palms Band of Mission Indians only. However, the Consultant is not responsible for implementing the scour POA.

Labor Hours Estimate and Budget:

| Tasks | Descriptions | Hours | Amount |
|-------------------------------|---------------------------------------------|-------|--------------------|
| 1 | Project Management Services | 20 | |
| | 1.2 Coordination and Meetings | 20 | \$5,775.00 |
| 2 | State and Federal Funding Assistance | 220 | |
| | 2.1.2 FY 2020 BUILD Grant Application | 132 | \$27,724.62 |
| | 2.1.3 HBP Application | 88 | \$17,417.40 |
| 3 | Preliminary Engineering Services | 62 | |
| | 3.4 Bridge Assessment/Inspection | 26 | \$5,509.35 |
| | 3.5 Scour Plan of Action | 36 | \$6,398.70 |
| Total Labor Costs | | | \$62,825.07 |
| Other Direct Costs | | | \$71.37 |
| TOTAL AMENDMENT AMOUNT | | | \$62,896.44 |

CITY OF COACHELLA

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this this 25th day of April, 2019 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 (“City”) and **Angenious Engineering Services, Inc.** with its principal place of business at 16 Egret Lane, Aliso Viejo, California 92656. City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [Preliminary Engineering, Project Report/Environmental Document, Plans, Specifications and Estimates, and Construction Management, Materials Testing, Construction Surveying and Public Outreach] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Dillon Road Bridge over Coachella Valley Stormwater Channel Project (City Project No. 2019-ST-109)** as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Performance Period.

- A This Agreement shall go into effect on April 25th, 2019, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City’s Agreement Administrator. The Agreement shall end on **June 30, 2022**, unless extended by Agreement amendment.

- B Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

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:

Andy Cheah-Project Manager.

3.2.5 City's Representative. The City hereby designates Jonathan Hoy, PE-City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. 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 Andy Cheah, PE-Project Manager, 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.

3.2.8.1. Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Period"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones").

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.

3.2.9.1. Statement of Compliance.

- A Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of

equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

3.2.9.2. Debarment and Suspension Certification.

- A Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.
- B Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

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 subagreement 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*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- 3.2.10.3. Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) 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 \$2,000,000 per claim, and shall include contractual liability for liability Consultant would have in the absence of a contract, only.
- 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, with the exception of Professional Liability, 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.
- 3.2.10.10. 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 Allowable Costs and Payments.

- A The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant Cost Proposal in Exhibit C, unless additional reimbursement is provided for by Agreement amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds City's approved

overhead rate set forth in the Cost Proposal. In the event, that City determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by Agreement amendment.

- B In addition to the allowable incurred costs, City will pay Consultant a fixed fee of **forty-six thousands one hundred and sixty-five dollars and seventy-eight cents (\$46,165.78)**. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.
- C Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Agreement Administrator before exceeding such cost estimate.
- E Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions in Section 3.5.1.
- F No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Agreement Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 3.7 Equipment Purchase of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City's Agreement Administrator at the following address:

Johnathan Hoy
1515 Sixth Street, Coachella, CA 92236

- H The total amount payable by City including the fixed fee shall not exceed **one million one hundred and ninety-six thousands one hundred and three dollars and fifty-six cents (\$1,196,103.56)**.
- I Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City's Agreement Administrator.
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J All subagreements in excess of \$25,000 shall contain the above provisions.

3.3.2 Cost Principles and Administrative Requirements.

- A Consultant agrees that the Agreement Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

3.3.3 State Prevailing Wage Rates.

- A Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B Any subagreement entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

3.4 Accounting Records.

3.4.1 Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

3.4.2 Audit Review Procedures.

- A Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Finance Director.
- B Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- D Consultant and subconsultant agreements, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Agreement manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

3.5 General Provisions.

3.5.1 Termination.

- A City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.
- B City may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this Agreement with Consultant, City shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to City exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- C The maximum amount for which the City shall be liable if this Agreement is terminated is **one million one hundred and ninety-six thousands one hundred and three dollars and fifty-six cents (\$1,196,103.56).**
- D 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.
- E If this Agreement is terminated for convenience, Consultant shall be compensated only for those Services which have been adequately rendered to City. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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
1515 6th Street
Coachella, CA 92236
Attn: Jonathan Hoy, PE
City Engineer

Consultant:

Angenious Engineering Services, Inc.
16 Egret Ln
Aliso Viejo, CA 92656
Attn: Andy Cheah, PE
Project Manager

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

3.5.3 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 defend (with counsel of City’s choosing), indemnify and hold the City and Dillon Road Joint Powers Authority (JPA), its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of

any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.5.7 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.

3.5.23 Conflict of Interest.

- A Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
- B Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

3.5.24 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

3.5.25 Prohibition of Expending City State or Federal Funds for Lobbying.

- A Consultant certifies to the best of his or her knowledge and belief that:
 - 1 No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal Agreement; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal Agreement, grant, loan, or cooperative Agreement.
 - 2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal Agreement, grant, loan, or cooperative Agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subagreements, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

3.6 Subcontracting.

- A Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subagreement shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- B Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's Agreement Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.
- D Any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- E Any substitution of subconsultant(s) must be approved in writing by City's Agreement Administrator prior to the start of work by the subconsultant(s).

3.7 Equipment Purchase.

- A Prior authorization in writing, by City's Agreement Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subagreement exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B For purchase of any item, service or consulting work not covered in Consultant Cost Proposal and exceeding \$5,000 prior authorization by City's Agreement Administrator; three competitive quotations must be

submitted with the request, or the absence of bidding must be adequately justified.

- C Any equipment purchased as a result of this Agreement is subject to the following: “Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

CITY OF COACHELLA

Consultant:

Angenius Engineering Services, Inc.

(Check One: Individual Partnership Corporation

Corporations require two signatures: (A) Operational group: Chairman of the board, president or vice president, and (B) Financial group: Secretary, assistant secretary, chief financial officer or assistant treasurer.

By: 
William Pattison
City Manager

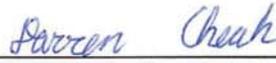
By: 
Soon "Andy" Cheah
Secretary

Date: 5/14/2019

Date: 4/24/2019

Approved As to Form:


Carlos Campos, City Attorney

By: 
Darren Cheah
President

Date: 5/14/2019

Date: 4/24/2019

Attest:


City Clerk
Deputy
Date: 5/14/2019

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Work generally includes preliminary and design engineering, environmental document, and project management services necessary to pursue CEQA and NEPA environmental approvals, as well as the completion of a design for a new structural bridge spanning over CVSC and roadway approaches on both ends.

It is anticipated that the Scope of Work will include: preparation of the Engineer’s Report/Environmental Document (“ER/ED”); and optional services for delivering the Plans, Specifications and Estimate (PS&E) Package, support services for Right-of-Way (ROW) Engineering, and Construction Management services including preparation of the as-built package.

The plans, designs, reports, and other documents furnished under this Scope of Work will be of a quality acceptable to the City, Bureau of Indian Affairs (BIA), and Caltrans Local Assistance. Criteria for acceptance of the deliverables will include a neat appearance, coherent organization, incorporation of City review comments, and meeting all contract requirements as well as being free of grammatical and technical errors.

The following Scope of Work represents the minimum effort needed to complete the Project. Offerors should review the listed tasks in detail and are encouraged to add additional tasks and propose enhancements or procedural/technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.

Design Standards

1. Roadway design shall be in accordance with the American Association of State Highway Transportation Officials’ (AASHTO) *A Policy on Geometric Design of Highways and Streets*, latest edition; City Standard Drawings, and City Master Plan of Streets, City Circulation Element; and City standard practices.
2. Bridge design shall be in accordance with Caltrans’ *Bridge Design Specifications Manual* and other Caltrans bridge design standards.
3. Specifications shall be in accordance with the City standard bid documents and the American Public Works Association “Greenbook” (Standard Specifications for American Public Works Construction) and Caltrans standard specifications for bridge construction only; all latest editions.
4. All dimensions shall be in English Unit.

PHASE I – PRELIMINARY ENGINEERING/ENVIRONMENTAL DOCUMENT PHASE

Task 1 – Project Management (All Phases)

Administration

The Consultant will establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs.

- The Consultant will submit a consolidated monthly invoice in a format acceptable to the City broken down in a manner consistent with the Work Plan (see below). The Consultant shall include with the monthly invoice a progress report that reflects the work completed within the invoice period.
- The Consultant will provide the City with copies of written correspondence between the Consultant and third parties pertaining specifically to the Project.
- The Consultant will maintain project files in accordance with its Work Plan.

Coordination and Meetings

The Consultant's Project Manager will take the lead in the coordination of all project activities, including coordination with other agencies, deliverables submissions, permits, and similar coordination efforts consistent with the Scope of Work.

- The Consultant shall conduct a project kick-off meeting with the City, and Dillon Road Joint Powers Authority (JPA) staff. The Consultant will present the Work Plan, introduce the project team, request information, and conduct other similar activities. The Consultant shall prepare and distribute kick-off meeting minutes.
- The Consultant shall schedule, attend, and conduct monthly Project Development Team (PDT) meetings throughout the work. The Consultant shall prepare and distribute PDT meeting minutes to all PDT members.
- The Consultant shall attend other meetings as required (e.g., CVWD coordination, utility company, other agencies)
- Through the Cabazon Band of Mission Indians and the Twenty-Nine Palms Band of Mission Indians Tribal Governments, the Consultant shall coordinate with Bureau of Indian Affairs (BIA) to execute the Scope of Work.

Quality Assurance and Quality Control

The Consultant will have a Quality Assurance and Quality Control Plan in effect for the duration of the scope of services. The plan will establish a process whereby all deliverables are checked prior to any formal submission and all job-related correspondence and memoranda are appropriately filed. An appointed Quality Assurance Officer will monitor and review project activities and deliverable schedules.

Project Schedule

The Consultant will prepare and periodically update a project schedule with tasks and milestones represented in Microsoft Project format. The Consultant will break down the schedule by logical tasks consistent with the Scope of Work and with enough detail to track project progress. Both a baseline schedule and tracking updates are required. The schedule must reflect realistic estimates of review periods by other agencies for tasks, such as reports, plans, permits, and coordination.

Deliverables:

The Consultant shall deliver the following:

- *Baseline project schedule and monthly schedule updates shall be in Microsoft Project 2013 (or more recent) (electronic PDF and hardcopy formats)*
- *Meeting Agendas and Minutes (electronic PDF and hardcopy formats).*
- *Quality Assurance and Quality Control Plan (electronic PDF and hardcopy formats)*
- *Monthly invoices and progress reports, copies of written correspondence (electronic or hardcopy format).*

Task 2 – State and Federal Funding AssistancePrepare Funding Applications

The Consultant shall perform necessary preliminary engineering with supporting data and recommendations to assist on Funding Applications.

- The Consultant shall prepare funding applications per Caltrans' *Local Assistance Procedures Manual* (LAPM) to seek available funds.
- The Consultant shall conduct coordination meetings with the City staff, Caltrans and FHWA, including BIA as necessary.

Task 3 – Preliminary Engineering

Surveys and Base Mapping

The Consultant shall perform design surveys to conform to the *Caltrans Surveys Manual*. The Consultant shall perform design survey for the Dillon Road Bridge at CVSC to the current Caltrans-required accuracy for contours to perform the design, establish the limits of the new ROW, and locate all existing utilities and the future location of the relocated utilities. The Consultant shall confirm required survey accuracy with Caltrans.

The Consultant shall provide base mapping suitable for design of the Project in the U.S. customary (English) unit and in digital format. Horizontal datum will be NAD 1983-1992, and vertical datum will be NAVD 1988. The Consultant shall be responsible to verify datum with Caltrans and the City. Surveys are to be in the U.S. customary (English) unit. The horizontal and vertical control shall be English.

Preliminary Engineering

The Consultant shall develop various viable alternatives and perform alignment studies to support the Engineer's Report and the ED preparation, including development of horizontal and vertical geometry, typical section, and cost. To support the engineering effort, the Consultant will study geology, advance structures, utilities, drainage, traffic capacity, traffic operations, traffic management, and all the tasks listed in Task 3.

Research of Record Information

The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all of the underground improvements and easements, centerline, ROW, and private property lines.

The Consultant shall perform all research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all of the underground improvements and easements, centerline, ROW, and private property lines.

The City will provide copies of available pertinent City records, such as survey ties, benchmarks, and street plans, which the City knowingly has in its possession.

Bridge Assessment

Utilizing the bridge as-built plans and inspection reports, the Consultant shall evaluate recommended maintenance activities and visit the jobsite to inspect and analyze the structure integrity. The Consultant shall identify any deficiencies/safety concerns and develop a final list of recommended maintenance activities based on the field reviews. The Consultant shall prepare a scoping report with supporting data for HBP funding application.

Develop Alternatives, Cost Estimates, and Schedules

The Consultant shall develop various alternatives that will satisfy project goals, be cost-effective, and avoid or minimize environmental and ROW effects. The alternatives need to be estimated, and a schedule needs to be prepared. The estimates, although preliminary, need to be factual.

The development of cost estimates requires consideration of the impacts of each alternative. The following areas should be examined for impacts and associated mitigating costs.

Deliverables:

The Consultant shall deliver the following:

- *Surveys Aerial Base Mapping*
- *Preliminary Alternative Alignment Studies*
- *Rough Order of Magnitude Estimates*

Task 3 – Engineer’s Report (ER)

The Consultant shall prepare an Engineer’s Report similar to Caltrans Project Report format, as shown in Caltrans’ *Project Development Procedures Manual*, Chapter 12 and Appendix K.

The ER will include existing and forecasted traffic, design volumes, and accident data; current cost estimate; Exceptions to AASHTO Design Features.

The Consultant shall prepare the required engineering studies to support ER and ED preparation, including development of horizontal and vertical geometry, typical section, and cost. To support the engineering effort, the Consultant will study geology, advance structures, utilities, drainage, traffic capacity, traffic operations, and traffic management.

The Consultant shall prepare the ROW requirements map and data sheet with a rough order of magnitude estimate.

As part of the ER development, the Consultant shall prepare preliminary geometric plans and profiles. The Consultant shall identify potential geometric issues, nonstandard features, proposed bridge profiles, preliminary ROW requirements, and any other constraints.

Develop Alternatives

- Viable Alternatives

The Consultant shall study various project alternatives, including variations that will satisfy project goals, be cost-effective, and will avoid or minimize environmental and ROW impacts. The geometric designs shall support the development of the ER and ED. The design must be consistent with the City’s General Plan document, and any other Specific Plan requirements in the Project area. The "no-build" alternative shall be discussed in the ER.

The engineering features of the alternative should include the following:

- Typical sections
- Horizontal and vertical alignment
- Summary – ROW widths
- Structural section requirements
- Drainage structures
- Non-motorized and pedestrian features
- Any other appropriate information

Alignment Study

The Consultant shall evaluate various project alternatives, including variations that will satisfy project goals, be cost effective, and will avoid or minimize environmental and ROW impacts. The geometric designs shall support development of the ER and ED. The design must be consistent with the City’s General Plan document, and any other Specific Plan requirements in the Project area. The "no-build" alternative shall be discussed in the ER.

The engineering features of the alternative should include the following:

- Typical sections

- Horizontal and vertical alignment
- Summary – ROW widths
- Structural section requirements
- Drainage structures
- Non-motorized and pedestrian features
- Any other appropriate information

Traffic Study

The Consultant shall perform traffic study for the Dillon Road bridge improvement project (project) over Coachella Valley Stormwater Channel (CVSC). The project limits extend from southbound SR-86/Dillon Road ramp intersection on the northern end, to Dillon Rd and Cabazon Rd/Avenue 48 intersection on the southern end. The purpose of this traffic study is to assess the project's existing and future year traffic demand and circulation. The traffic study/analysis shall take into account the future years required by the environmental document. The traffic analysis shall also take into account all on-going and all future planned transportation improvement projects including the SR-86 at Dillon interchange improvement project and the I-10 at Dillon interchange improvement project, within the project vicinity.

The Consultant shall utilize Synchro software to perform Traffic Operations and capacity analysis at the intersections along the Dillon Road corridor including the aforementioned relevant projects to determine the level of service (LOS). Synchro supports the Highway Capacity Manual (HCM) 6th Edition, 2010 and 2000.

The Synchro traffic study limits on Dillon Road will extend from the Van Buren Street/Avenue 48 intersection on the southside to the Vista Del Norte/Dillon Road intersection on the northside. The total length of this segment on Dillon Road is approximately 2.2 miles. The traffic study along this corridor should ensure that the proposed widening of Dillon Road between Cabazon Road/Avenue 48 and SR-86 (this Project) is analyzed in the context of its function within the regional street network.

The Consultant shall perform a total of 14 Synchro runs (10-intersection system) – 2 existing condition runs (AM and PM peak hours); 12 future condition runs (AM and PM peak hours, opening year of 2025 and horizon year of 2045, 3 alternative lane configurations) to demonstrate the current and projected traffic level of service for existing Dillon Road and proposed widening of Dillon Rd.

Traffic counts will be taken for roadway segments and intersections within the project limits including the immediately adjacent intersections. Traffic forecasts are to be prepared for the construction year (2025) and the design year (2045). The traffic forecasts should be consistent with the Riverside County Traffic Analysis Model (RIVTAM) and be refined to reflect the local roadway network detail and land use zones within the study area. Traffic forecasts for intersections where traffic counts are not performed will have to be extrapolated by the growth factor derived from the RIVTAM model.

In addition to analyzing traffic level of service, accident data/experience within the Project limits over a recent three-year period will be reviewed. The location, type of collision, and contributing factors will be analyzed to identify roadway design solutions that would reduce the number and/or severity of accidents. Accident records will be provided by Caltrans and/or local law enforcement agency. Consultant will organize the accident data in tabular and graphic form identifying location, type of collision, severity, and contributing factors.

The Consultant shall prepare a report that summarizes the traffic study in narrative, tabular, and graphical format. The consultant will obtain counts at the traffic count locations listed below:

Peak Hour Turning Movements

- Van Buren St & Ave 48
- Dillon Rd & Ave 28
- Dillon Rd & Cabazon Rd/Ave 48
- Dillon Rd & SR-86 EB Ramps
- Dillon Rd & SR-86 WB Ramps

24-Hour Machine Counts

- Ave 48 south of Dillon Rd
- Dillon Rd south of Cabazon Rd/Ave 48
- Dillon Rd south of CVSC bridge
- Dillon Rd north of Harrison Pl
- Dillon Rd south of Vista Del Sur
- Dillon Rd south of Vista Del Norte

Preferred Alternative

Identify the Preferred Alternative and describe any changes resulting from the comments received from circulation of the ED and the public hearing process, including proposed changes in the Project design or any mitigating features. Describe the engineering, environmental, and planning rationale for selection of the Preferred Alternative.

Structures – Advance Planning Studies

The Consultant shall conduct a bridge evaluation to assess various structure alternatives for the bridge design and construction requirements of the proposed bridge, adhering to Caltrans' *Bridge Design Specification Manual* and other design standards. The Consultant shall prepare Advance Planning Studies and cost estimates for the various structure alternatives. The new design shall be staged so as not to reduce the number of lanes on Dillon Road during construction.

All of the alternatives shall provide the required minimum vertical clearance. The Advance Planning Studies must show sufficient detail so that consideration for environmental, permit, and traffic requirements can be cost estimated.

Hydraulics Analysis

The Consultant shall perform hydraulics analysis to evaluate hydraulic changes from different alternative bridge configurations and channel span widths using the baseline HEC-RAS model obtained from CVWD. The consultant should develop a refined and updated baseline "existing" condition HEC-RAS hydraulic water surface profile model for the study portion of the Whitewater River channel. The existing CVWD HEC-RAS model will be modified to incorporate more current topography and survey data for the study area of the channel surrounding the Dillon Road bridge crossing. Additional cross sections to be incorporated into the HEC-RAS model at the Dillon Road crossing to assist in understanding more detailed local hydraulics of the bridge area.

The proposed bridge alternative hydraulic models should(1) provide the basic hydraulic data for use in the bridge engineering and scour analyses, (2) evaluate the hydraulic impacts of the alternative bridge, (3) determine average and localized hydraulic characteristics for the study portion of the floodplain, and (4) provide a basis for a cost analysis of different bridge alternatives versus hydraulic impacts to the channel.

The hydraulic analysis should establish the water surface profiles and hydraulic parameters that identify the characteristics of the channel and bridge waterway for each bridge alternative. The "baseline"

hydraulic model should be modified to adjust the changes to (1) channel geometry at the bridge, and (2) bridge structure such as piers in the waterway. Hydraulic impacts should be quantified for changes in the water surface profile, as well as other hydraulic parameters such as velocity, flow area, shear stress, as well as comparison of freeboard variation.

Existing Utilities Research

- a. The Consultant shall conduct existing utility research for all utilities within the Project limits to identify, locate, and accurately lay out all of the underground improvements.
- b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call the utilities, as necessary, until a written response is received from the utility. The Consultant is responsible to complete and mail the document, and to provide the City with a copy. The Consultant shall measure the height of the existing overhead utility lines for traffic signal, safety lighting, and street light clearance.

Right of Way Requirements Map

The Consultant shall prepare a Right of Way Requirements Map based on the preferred alternative, which shall include the acquisition areas and remnant square footages for each parcel. It shall also include permanent and temporary easements for utility purveyors' relocation needs.

Deliverables:

The Consultant shall deliver the following:

- *Refined Alternative Alignment Studies [Three (3) hardcopies and electronic PDF file]*
- *Traffic Forecasting Memo – Prepare a memo to document the methodologies to develop traffic forecasts for the Dillon Road Bridge project. [Three (3) hardcopies and electronic PDF file]*
- *Traffic Studies – Run the Synchro model to identify the traffic performance in the existing year, design year and open year AM and PM peak hours, and prepare a report addressing the traffic performance. [Three (3) hardcopies and electronic PDF file]*
- *Preferred Alternative Alignment Study [Three (3) hardcopies and electronic PDF & CADD files]*
- *Refined Rough Order of Magnitude Estimates [Three (3) hardcopies and electronic PDF file]*
- *Right of Way Requirements Map [Three (3) hardcopies and electronic PDF & CADD files]*
- *Structures – Advance Planning Studies [Three (3) hardcopies and electronic PDF & CADD files]*
- *Utilities Research Data and Base Map [Three (3) hardcopies and electronic PDF & CADD files]*
- *Final Engineer's Report [Three (3) hardcopies and electronic PDF file]*

Task 4 – Environmental Documentation

The Consultant shall prepare and submit a NEPA/CEQA questionnaire. Caltrans will make the final NEPA and CEQA determinations. The Consultant shall prepare environmental documentation in accordance with Caltrans, BIA and federal guidelines and procedures. The Consultant shall prepare the Purpose and Need and other required documents.

The Consultant will prepare the necessary technical studies and ED pursuant to CEQA, NEPA, and related requirements for the proposed Project to address, as appropriate, traffic, noise impacts, air quality, lighting, wetlands, floodplains, wildlife and plants, historic and cultural resources, social and economic changes, parklands and recreational areas, hazardous waste, aerially deposited lead, water quality, energy, and visual effects. Once the appropriate level of ED has been identified (Negative Declaration [ND]/Finding of No Significant Impact [FONSI] or Initial Study [IS]/Environmental Assessment [EA]), the ED and supporting technical studies will be submitted to the City, Caltrans, and FHWA, as appropriate, for review and approval. In addition to preparing the environmental documentation, the Consultant will also be responsible for CEQA and NEPA public involvement processes.

The Consultant shall identify likely permits and shall assist Caltrans and the City in coordinating with permitting agencies.

Environmental studies will be prepared to meet CEQA, NEPA, and related requirements, and in accordance with the City, BIA, Caltrans, and FHWA guidelines. The Consultant will coordinate with the City, BIA and Caltrans in determining the specific content and format requirements for the reports. The Consultant shall prepare as appropriate, but not limited to, the following environmental studies:

- Cultural Resources (Archaeological Survey Report [ASR], Historic Resources Evaluation Report [HRER], Historic Property Survey Report [HPSR])
- Air Quality Report
- Traffic Analysis Study/Circulation Bikes and Pedestrian
- Hazardous Materials/Waste Initial Site Assessment (ISA) – Phases 1 and 2
- Traffic Noise Report
- Biological Resources and Wetlands – Natural Environment Study (Minimal Impact)
- Community Impacts Analysis
- Relocation Impact Document
- Floodplain Evaluation
- Water Quality Assessment
- Land Use Analysis
- Visual Impact Assessment
- Locations Hydraulics Study
- Native American Consultation
- Paleontological Resources

Public Information Meetings

The Consultant will assist the City and Caltrans in conducting Public Information Meetings to obtain public input. Records of public meetings will be prepared and submitted to the City and Caltrans. In addition, attendance at up to three (3) public meetings (i.e., Traffic and Transportation Commission, Planning Commission, and City Council) and preparation for these meetings should also be budgeted to solicit public input.

Preparation of Draft ED

The appropriate ED (ND/FONSI or IS/EA) will be prepared in accordance with the City Environmental Guidelines, Caltrans *Standard Environmental Reference (SER)*, BIA, and FHWA. Concurrent with the previously discussed technical analyses, the Consultant will prepare the appropriate Draft ED incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, mitigation measures, and a list of potential permits required.

Prepare Responses to Comments

The Consultant will address comments received from agencies and the public during the ED circulation period and the public hearing. The responses will be submitted to the City and Caltrans for review.

Final ED

The Consultant will prepare an Administrative Final ED, which will be submitted to the City, BIA and Caltrans for review. The Consultant will revise the Administrative Final ED, which will be submitted to the City, and Caltrans for approval and signature. Following review by the City, and Caltrans, the consultant shall revise the Administrative Final ED and submit the Final ED for approval. The Consultant will prepare a Mitigation Monitoring Plan in a matrix format to accompany the Final ED. The matrix will include a description of each mitigation measure, organized by topic, numbered to correspond with the

impacts, and referenced back to the ED. For each mitigation measure, the reporting process, timing of measure, responsible party, and verification of compliance will be identified.

Deliverables:

The Consultant shall deliver the following:

- *All required Environmental Technical Studies [Three (3) hardcopies and electronic PDF file]*
- *Final Environmental Document [Three (3) hardcopies and electronic PDF file]*

PHASE II – FINAL DESIGN AND RIGHT-OF-WAY ACQUISITION PHASE

Task 5 – Plans, Specifications, and Estimates (Optional Services)

Upon satisfactory completion of the planning phase, the Consultant may be retained to perform the Design Phase, consisting of final design, ROW engineering, utility coordination, design surveys, PS&E, permitting, agency coordination, bid support, and services during construction.

Offerors shall not include in their proposals any detailed scope and cost proposal for these services until further written request by the City. The final design may take place concurrently with the environmental technical studies once the traffic analysis has progressed sufficiently to support final design decisions.

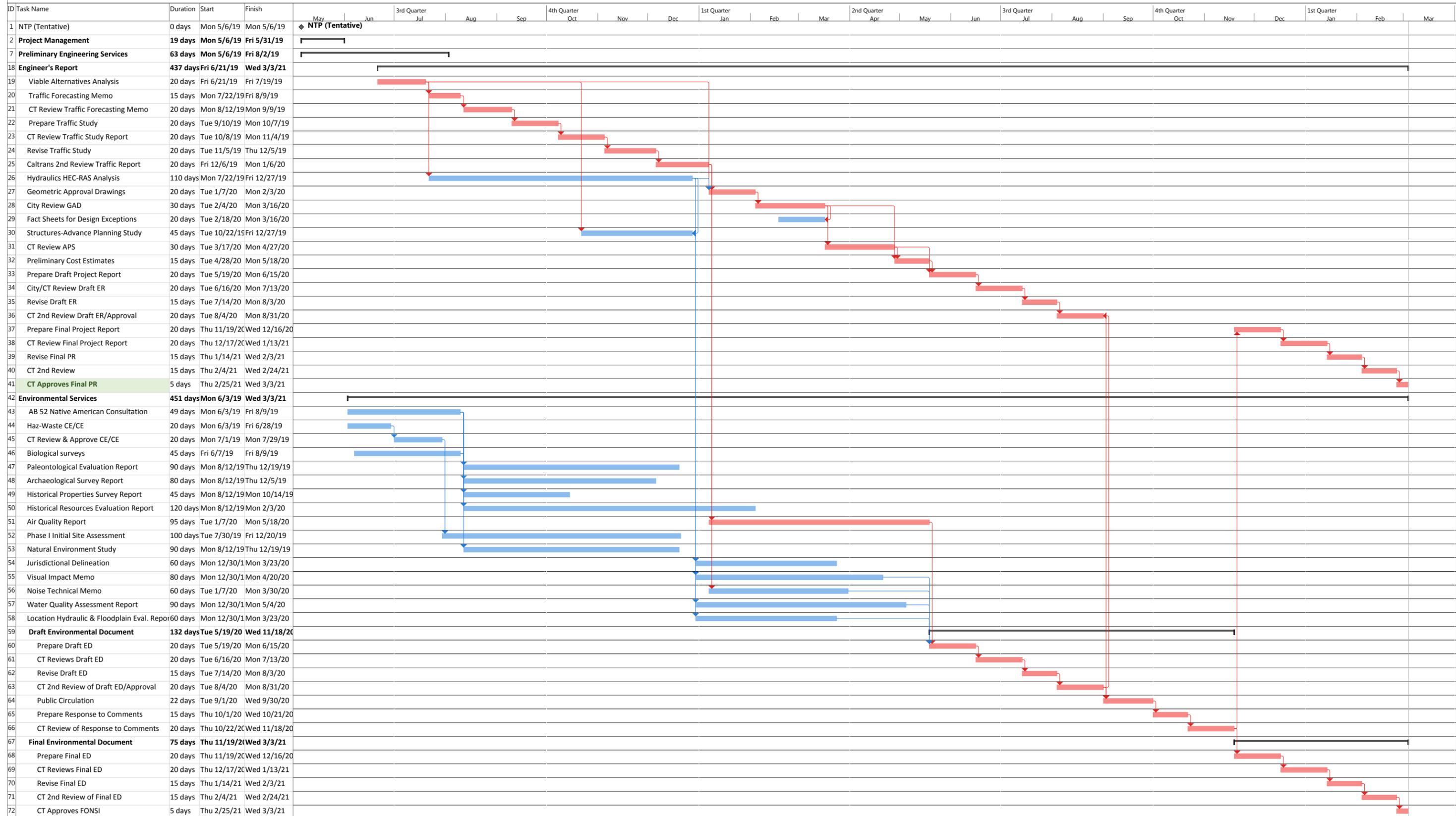
PHASE III – CONSTRUCTION ADMINISTRATION PHASE

Task 6 – Construction Management Services (Optional Services)

Upon successful completion of the PS&E phase, the City may engage the Consultant to provide construction management services to administer the construction contract and prepare the as-built package.

Offerors shall not include in their proposals any detailed scope and cost proposal for these services until further written request by the City.

EXHIBIT "B"
SCHEDULE OF SERVICES



Project: Dillon Rd Bridge over CVSC
Date: Tue 4/9/19

| | | | | | | |
|------------|-----------------|--------------------|-----------------------|----------------|--------------------|-----------------|
| Task Split | Summary | Inactive Milestone | Manual Summary Rollup | Start-only | External Milestone | Critical Split |
| Milestone | Project Summary | Inactive Summary | Manual Summary | Finish-only | Deadline | Progress |
| | Inactive Task | Manual Task | Manual Summary | External Tasks | Critical | Manual Progress |

EXHIBIT "C"
COMPENSATION

Dillon Road Bridge Over CVSC

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **AnGenious Engineering Services, Inc.**

Project No. _____ Contract No. TBD Date 2-Apr-19

DIRECT LABOR

| Classification/Title | Name | Hours | Hourly Rates | Total |
|----------------------|---------------|--------------|--------------|---------------------|
| Project Manager | Andy Cheah | 584 | \$125.00 | \$73,000.00 |
| Sr. Project Engineer | W. Kwan | 592 | \$90.00 | \$53,280.00 |
| Project Engineer I | Nikhil Patel | 65 | \$62.00 | \$4,030.00 |
| Engineer III | Nee Sing Khoo | 140 | \$57.00 | \$7,980.00 |
| Engineer II | Josh Sun | 425 | \$47.00 | \$19,975.00 |
| Engineer I | Darren Cheah | 1,310 | \$38.50 | \$50,435.00 |
| Admin Assistant | TBD | 190 | \$28.00 | \$5,320.00 |
| | | 3,306 | | \$214,020.00 |

LABOR COSTS

| | |
|---------------------------------------------------------|---------------------|
| a) Subtotal Direct Labor Costs | \$214,020.00 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$5,817.06 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$219,837.06 |

FRINGE BENEFITS

| | |
|----------------------------------|---------------------------------|
| d) Fringe Benefits (Rate: _____) | e) Total Fringe Benefits |
| | [(c) x (d)] \$0.00 |

INDIRECT COSTS

| | | |
|---------------------------------------------|--------------------------------------------------|---------------------|
| f) Overhead (Rate: <u>110.00%</u>) | g) Overhead [(c) x (f)] | \$241,820.77 |
| h) General and Administrative (Rate: _____) | i) Gen & Admin [(c) x (h)] | \$0.00 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$241,820.77 |

FIXED FEE (Profit)

| | | |
|---------------------------|------------------------------------------------|--------------------|
| q) (Rate: <u>10.00%</u>) | k) TOTAL FIXED PROFIT [(c) + (j)] x (q) | \$46,165.78 |
|---------------------------|------------------------------------------------|--------------------|

I) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|-------------|-----------|--------------------|
| Copy/Reprographics | 25000 Page | \$0.50 | \$12,500.00 |
| Mails | 60 Each | \$10.00 | \$600.00 |
| Mileage | 12000 Miles | \$0.580 | \$6,960.00 |
| | | | \$0.00 |
| I) TOTAL OTHER DIRECT COSTS | | | \$20,060.00 |

m) Subconsultants:

| | | | |
|---------------------------------------|-------|---------------------|--------|
| BRC | | \$29,167.13 | 2.44% |
| CPSI | (DBE) | \$17,674.23 | 1.48% |
| Earth Mechanics | (DBE) | \$39,449.52 | 3.30% |
| ESA | | \$316,818.88 | 26.49% |
| FPL | (DBE) | \$64,861.80 | 5.42% |
| Geocon | | \$22,224.43 | 1.86% |
| NV5 | | \$72,194.39 | 6.04% |
| PACE | | \$65,709.46 | 5.49% |
| Transystems | | \$40,120.11 | 3.35% |
| m) TOTAL SUBCONSULTANT'S COSTS | | \$668,219.95 | |

| | |
|-------------------------------------------------------------------------|---------------------|
| n) Total Other Direct Costs Including Subconsultants [(l) + (m)] | \$688,279.95 |
|-------------------------------------------------------------------------|---------------------|

| | |
|-------------------------------------------|-----------------------|
| TOTAL COST [(c) + (j) + (k) + (n)] | \$1,196,103.56 |
|-------------------------------------------|-----------------------|

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **AnGenious Engineering Services, Inc.**

Project No. _____ Contract No. TBD Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total

| Direct Labor <u>Subtotal</u> | Total Hours | Avg Hourly | 2 Year Contract |
|---------------------------------|-------------------|------------|------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$214,020.00 | 3,306 | = | \$64.74 |
| | | | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$64.74 | + | | = | \$64.74 | Year 2 Avg Hourly Rate |
| Year 2 | \$64.74 | + | 3% | = | \$66.68 | Year 3 Avg Hourly Rate |
| Year 3 | \$66.68 | + | 3% | = | \$68.68 | Year 4 Avg Hourly Rate |
| Year 4 | \$68.68 | + | 3% | = | \$70.74 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 30.00% | * | 3306.0 | = | 991.8 | Estimated Hours Year 1 |
| Year 2 | 50.00% | * | 3306.0 | = | 1653.0 | Estimated Hours Year 2 |
| Year 3 | 20.00% | * | 3306.0 | = | 661.2 | Estimated Hours Year 3 |
| Year 4 | | * | 3306.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 3306.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 3306.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|---------------------------------------|---|-------------------------------------------------|---|-------------------|------------------------|
| Year 1 | \$64.74 | * | 992 | = | \$64,206.00 | Estimated Hours Year 1 |
| Year 2 | \$66.68 | * | 1653 | = | \$110,220.30 | Estimated Hours Year 2 |
| Year 3 | \$68.68 | * | 661 | = | \$45,410.76 | Estimated Hours Year 3 |
| Year 4 | \$70.74 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | | | Total Direct Labor Cost with Escalation | = | \$219,837.06 | |
| | | | Direct Labor Subtotal before Escalation | = | \$214,020.00 | |
| | | | Estimated total of Direct Labor Salary Increase | = | \$5,817.06 | Transfer to Page 1 |

Dillon Road Bridge Over CVSC

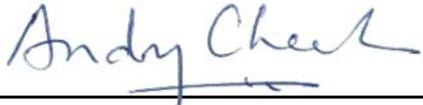
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

| | | | |
|-------------|-------------------------------------------------------------------------------------|-------------------------------------|----------------------|
| Name: | <u>Andy Cheah</u> | Title *: | <u>Principal /VP</u> |
| Signature : |  | Date of Certification (mm/dd/yyyy): | <u>04/02/19</u> |
| Email: | <u>Andy.Cheah@angenious-es.com</u> | Phone Number: | <u>949-599-5400</u> |
| Address: | <u>16 Egret Lane, Aliso Viejo, CA 92656</u> | | |

List services the Subconsultants are providing under the proposed contract:

- | | |
|----------------|------------------------------|
| BRC | Public Outreach |
| CPSI | Right of Way Acquisitions |
| Earth Mechanic | Geotechnical |
| ESA | Environmental Services |
| FPL | Traffic Study |
| Geocon | ISA Phase II |
| NV5 | Survey, Mapping & Structures |
| PACE | Hydraulics Analysis |
| Transystems | Structures |

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **Burke Rix Communications, LLC**

Project No.

Contract No. TBD

Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| Direct Labor Subtotal | Total Hours | Avg Hourly | 2 Year Contract |
|--------------------------|-------------------|------------|------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$11,250.00 | 155 | = | \$72.58 |
| | | | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | Avg Hourly Rate | |
|--------|-----------------|---|---------------------|---|-----------------|------------------------|
| Year 1 | \$72.58 | + | 0% | = | \$72.58 | Year 2 Avg Hourly Rate |
| Year 2 | \$72.58 | + | 3% | = | \$74.76 | Year 3 Avg Hourly Rate |
| Year 3 | \$74.76 | + | 3% | = | \$77.00 | Year 4 Avg Hourly Rate |
| Year 4 | \$77.00 | + | 3% | = | \$79.31 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 0.00% | * | 155.0 | = | 0.0 | Estimated Hours Year 1 |
| Year 2 | 100.00% | * | 155.0 | = | 155.0 | Estimated Hours Year 2 |
| Year 3 | | * | 155.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 155.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 155.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 155.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| Year 1 | \$72.58 | * | 0 | = | \$0.00 | Estimated Hours Year 1 |
| Year 2 | \$74.76 | * | 155 | = | \$11,587.50 | Estimated Hours Year 2 |
| Year 3 | \$77.00 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$79.31 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$11,587.50 | |
| | Direct Labor Subtotal before Escalation | | | = | \$11,250.00 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$337.50 | Transfer to Page 1 |

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Brian G. Rix Title *: Senior Partner _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: Brian@BurkeRix.com Phone Numt (760) 327-9708 x22

Address 431 S. Palm Canyon Drive, Suite 206, Palm Springs, CA 92262

List services the consultant is providing under the proposed contract:

Develop Community Outreach & Engagement Strategy, Facilitate Two Community Meetings that will include translation, childcare, and complimentary food and refreshments. The promotion of the workshops will consist of grassroots strategy that may involve flyer distribution and canvassing, social media, Spanish radio advertisements, and direct outreach with local community based organizations, elected officials, and key stakeholders. Our team will also contact the Cabazon Band of Mission Indians and Twenty-Nine Palm Springs of Mission Indians to indentify outreach needs on the project.

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

CITY OF COACHELLA

Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

| Fully Loaded Hourly Rate (Direct Labor, overhead, and profit) | | | \$207.90 | \$173.25 | \$115.50 | TOTAL HOURS | TOTAL FULLY LOADED LABOR COST PER TASK |
|---------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------|--------------------|--------------------|-------------------|-------------|----------------------------------------|
| TASKS | Task No. | Staff Name | Brian Rix | Josh Zipperman | Cynthia Orozco | | |
| | | Staff Classification | Project Manager | Senior Associate | Associate | | |
| TOTAL HOURS FOR PROJECT | | | 50 | 60 | 45 | 155 | \$25,987.50 |
| 1 | Project Management Services | | 17 | 15 | 5 | 37 | \$6,710.55 |
| | 1.1 | Project Coordination & Meetings | 10 | 5 | 5 | 20 | \$3,522.75 |
| | 1.2 | Quality Assurance & Quality Control | 5 | 3 | | 8 | \$1,559.25 |
| | 1.3 | Project Administration | 2 | 5 | | 7 | \$1,282.05 |
| | 1.4 | Schedules | | 2 | | 2 | \$346.50 |
| 2 | Preliminary Engineering Services | | 0 | 0 | 0 | 0 | \$0.00 |
| | 2.1 | Surveys and Base Mapping | | | | 0 | \$0.00 |
| | 2.2 | Preliminary Engineering | | | | 0 | \$0.00 |
| | 2.3 | Research of Record Information | | | | 0 | \$0.00 |
| | 2.4 | Develop Alternatives, Cost Estimates & Schedule | | | | 0 | \$0.00 |
| 3 | Engineer's Report | | 0 | 0 | 0 | 0 | \$0.00 |
| | 3.1 | Refine Alternatives | | | | 0 | \$0.00 |
| | 3.2 | Traffic Analysis | | | | 0 | \$0.00 |
| | 3.3 | Structural APS | | | | 0 | \$0.00 |
| | 3.4 | Preliminary Geotechnical Report | | | | 0 | \$0.00 |
| | 3.5 | Existing Utilities Research | | | | 0 | \$0.00 |
| | 3.6 | Conceptual Drainage Study | | | | 0 | \$0.00 |
| | 3.7 | Conceptual Ag-Drain Evaluation | | | | 0 | \$0.00 |
| | 3.8 | Value Analysis | | | | 0 | \$0.00 |
| | 3.9 | Preliminary Cost Estimate | | | | 0 | \$0.00 |
| | 3.10 | Right-of-Way Requirements Map | | | | 0 | \$0.00 |
| | 3.11 | Evaluate & Select Preferred Alternative | | | | 0 | \$0.00 |
| | 3.12 | Draft Engineer's Report | | | | 0 | \$0.00 |
| | 3.13 | Final Engineer's Report | | | | 0 | \$0.00 |
| 4 | Environmental Documentation | | 33 | 45 | 40 | 118 | \$19,276.95 |
| | 4.1 | Preliminary Environmental Study (PES) Form | | | | 0 | \$0.00 |
| | 4.2 | APE Map | | | | 0 | \$0.00 |
| | 4.3 | Location Hydraulic Study/Floodplain Evaluation Report | | | | 0 | \$0.00 |
| | 4.4 | Water Quality Assessment Report (WQAR) | | | | 0 | \$0.00 |
| | 4.5 | Air Quality Assessment | | | | 0 | \$0.00 |
| | 4.6 | Phase I Initial Site Assessment (ISA) | | | | 0 | \$0.00 |
| | 4.7 | Minor Visual Impact Assessment | | | | 0 | \$0.00 |
| | 4.8 | Noise Study Report | | | | 0 | \$0.00 |
| | 4.9 | Cultural Resources(ASR,HRER,HPSR) | | | | 0 | \$0.00 |
| | 4.10 | Native American Consultation | | | | 0 | \$0.00 |
| | 4.11 | Biological Resources (NES/Jurisdictional Delineation) | | | | 0 | \$0.00 |
| | 4.12 | Draft Environmental Document | | | | 0 | \$0.00 |
| | 4.13 | Public Circulation and Public Meetings | 33 | 45 | 40 | 118 | \$19,276.95 |
| | 4.14 | Prepare Response to Comments | | | | 0 | \$0.00 |
| | 4.15 | Final Environmental Document (MND/FONSI) | | | | 0 | \$0.00 |
| | 4.16 | Notice of Determination | | | | 0 | \$0.00 |
| | 4.17 | Mitigation, Monitoring & Reporting Plan | | | | 0 | \$0.00 |
| | 4.18 | Environmental Commitment Report | | | | 0 | \$0.00 |
| TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION | | | \$10,395.00 | \$10,395.00 | \$5,197.50 | | \$25,987.50 |

Dillon Road Bridge Over CVSC

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **Property Specialists, Inc. (dba CPSI)**

Project No. 2019-ST-109

Contract No. TBD

Date 19-Feb-19

DIRECT LABOR

Multiple 2.31

Loaded Rates

| Classification/Title | Name | Hours | Hourly Rates | Total |
|----------------------|----------------|------------|--------------|-------------------|
| Broker | Kent Jorgensen | 20 | \$79.32 | \$1,586.40 |
| Project Manager | Brett Paulson | 80 | \$72.11 | \$5,768.80 |
| Bridge Manager | | | \$100.00 | \$0.00 |
| Value Engineer | | | \$60.00 | \$0.00 |
| Prin. Proj Engineer | | | \$80.00 | \$0.00 |
| Sr. Project Engineer | | | \$75.00 | \$0.00 |
| Project Engineer | | | \$65.00 | \$0.00 |
| Engineer III | | | \$48.00 | \$0.00 |
| Engineer II | | | \$40.00 | \$0.00 |
| Engineer I | | | \$30.00 | \$0.00 |
| TBA 1 | | | \$28.00 | \$0.00 |
| TBA 2 | | | \$20.00 | \$0.00 |
| | | 100 | | \$7,355.20 |

\$183.23

\$166.57

\$231.00

\$138.60

\$184.80

\$173.25

\$150.15

\$110.88

\$92.40

\$69.30

\$64.68

\$46.20

LABOR COSTS

| | |
|---------------------------------------------------------|-------------------|
| a) Subtotal Direct Labor Costs | \$7,355.20 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$220.66 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$7,575.86 |

FRINGE BENEFITS

| | | | |
|----------------------------------|--|--------------------------|--------|
| d) Fringe Benefits (Rate: _____) | | e) Total Fringe Benefits | |
| | | [(c) x (d)] | \$0.00 |

INDIRECT COSTS

| | | | |
|---------------------------------------------|--|--------------------------------------------------|-------------------|
| f) Overhead (Rate: 110.00%) | | g) Overhead [(c) x (f)] | \$8,333.44 |
| h) General and Administrative (Rate: _____) | | i) Gen & Admin [(c) x (h)] | \$0.00 |
| | | j) Total Indirect Costs [(e) + (g) + (i)] | \$8,333.44 |

FIXED FEE (Profit)

| | | | |
|-------------------|--|------------------------------------------------|-------------------|
| q) (Rate: 10.00%) | | k) TOTAL FIXED PROFIT [(c) + (j)] x (q) | \$1,590.93 |
|-------------------|--|------------------------------------------------|-------------------|

l) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|-----------|-----------|-----------------|
| Pickup Trucks | Months | | \$0.00 |
| Copy Machine/ Reprographics | Months | | \$0.00 |
| Office Supplies/Mails | Months | | \$0.00 |
| Mileage | 300 Miles | \$0.580 | \$174.00 |
| l) TOTAL OTHER DIRECT COSTS | | | \$174.00 |

m) Subconsultants:

| | | | |
|---------------------------------------|-------|---------------|-------|
| Subconsultant 1: | | \$0.00 | 0.00% |
| Subconsultant 2: | (DBE) | | 0.00% |
| Subconsultant 3: | | | 0.00% |
| Subconsultant 4: | (DBE) | | 0.00% |
| m) TOTAL SUBCONSULTANT'S COSTS | | \$0.00 | |

n) Total Other Direct Costs Including Subconsultants [(l) + (m)] \$174.00

TOTAL COST [(c) + (j) + (k) + (n)] **\$17,674.23**

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **Property Specialists, Inc. (dba CPSI)**

Project No. 2019-ST-109

Contract No. TBD

Date 19-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided

| | | | | |
|------------------------------------------------------------|--------------------------------------|---|------------------------|---------------------------------|
| Direct Labor <u>Subtotal</u> per Cost Proposal | Total Hours per Cost Proposal | = | Avg Hourly Rate | 2 Year Contract Duration |
| \$7,355.20 | 100 | = | \$73.55 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | | | | | |
|--------|-----------------|---|---------------------|---|--------------------------------|
| | Avg Hourly Rate | | Proposed Escalation | | |
| Year 1 | \$73.55 | + | 3% | = | \$75.76 Year 2 Avg Hourly Rate |
| Year 2 | \$75.76 | + | 3% | = | \$78.03 Year 3 Avg Hourly Rate |
| Year 3 | \$78.03 | + | 3% | = | \$80.37 Year 4 Avg Hourly Rate |
| Year 4 | \$80.37 | + | 3% | = | \$82.78 Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 100.00% | * | 100.0 | = | 100.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 100.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | | * | 100.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 100.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 100.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 100.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | \$75.76 | * | 100 | = | \$7,575.86 | Estimated Hours Year 1 |
| Year 2 | \$78.03 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$80.37 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$82.78 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$7,575.86 | |
| | Direct Labor Subtotal before Escalation | | | = | \$7,355.20 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$220.66 | Transfer to Page 1 |

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 3% x 5 yrs = \$37,500 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be p

Dillon Road Bridge Over CVSC

Certification of Direct Costs:

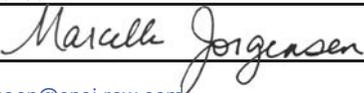
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Marcella Jorgensen Title *: President/CEO

Signature :  Date of Certification (mm/dd/yyyy): 2/19/19

Email: mjorgensen@cpsi-row.com Phone Number: (949) 299-5308

Address: 19681 Da Vinci, Foothill Ranch, CA 92618

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CPSI will provide right of way cost estimates and data sheets.

CITY OF COACHELLA
Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

| TASKS | Task No. | Staff Name | Staff Classification | Fully Loaded Hourly Rate (Direct Labor, overhead, and profit) | | | | | | | | | | | TOTAL FULLY LOADED LABOR COST PER TASK | | |
|---------------------------------------------------------|----------|-------------------------------------------------------|----------------------|---------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|--------------------|--------------------|--------------------|--------------------|-------------------|----------------------------------------|---------------------|---------------------|
| | | | | 560 | 72 | \$231.00 | \$138.60 | \$184.80 | \$173.25 | \$150.15 | \$110.88 | \$92.40 | \$69.30 | \$64.68 | | \$46.20 | |
| TOTAL HOURS FOR PROJECT | | | | 560 | 72 | 300 | 88 | 440 | 324 | 380 | 240 | 240 | 320 | 140 | 40 | 3,552 | \$544,076.89 |
| 1 Project Management Services | | | | 200 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 240 | \$43,308.80 |
| | 1.1 | Project Coordination & Meetings | 80 | | | | | | | | | | | | 80 | \$14,658.34 | |
| | 1.2 | Quality Assurance & Quality Control | 80 | | | | | | | | | | | | 40 | \$6,662.96 | |
| | 1.3 | Project Administration | 80 | | | | | | | | | | | | 80 | \$14,658.34 | |
| | 1.4 | Schedules | 40 | | | | | | | | | | | | 40 | \$7,329.17 | |
| 2 Preliminary Engineering Services | | | | 52 | 0 | 0 | 0 | 160 | 160 | 0 | 80 | 0 | 0 | 0 | 472 | \$70,142.32 | |
| | 2.1 | Surveys and Base Mapping | 20 | | | | 20 | | | | | | | | 60 | \$10,825.56 | |
| | 2.2 | Preliminary Engineering | 8 | | | | 20 | | | | | | | | 128 | \$19,252.83 | |
| | 2.3 | Research of Record Information | 8 | | | | 40 | | | | | | | | 188 | \$23,272.23 | |
| | 2.4 | Develop Alternatives, Cost Estimates & Schedules | 16 | | | | 88 | | | | | | | | 96 | \$16,791.67 | |
| 3 Engineer's Report | | | | 172 | 32 | 300 | 88 | 440 | 324 | 380 | 160 | 140 | 140 | 40 | 2,536 | \$376,600.59 | |
| | 3.1 | Define Alternatives | 16 | | | | 200 | | | | | | | | 536 | \$83,134.87 | |
| | 3.2 | Traffic Analysis | 8 | | | | 40 | | | | | | | | 88 | \$14,663.83 | |
| | 3.3 | Structural APS | 8 | | | | 80 | | | | | | | | 604 | \$77,827.23 | |
| | 3.4 | Preliminary Geotechnical Report | 8 | | | | 40 | | | | | | | | 48 | \$10,705.83 | |
| | 3.5 | Existing Utilities Research | 8 | | | | 40 | | | | | | | | 188 | \$18,190.23 | |
| | 3.6 | Conceptual Drainage Study | 8 | | | | 40 | | | | | | | | 48 | \$7,471.88 | |
| | 3.7 | Conceptual AP-Drain Evaluation | 8 | | | | 24 | | | | | | | | 32 | \$5,623.83 | |
| | 3.8 | Value Analysis | 40 | | | | 80 | | | | | | | | 348 | \$51,951.16 | |
| | 3.9 | Preliminary Cost Estimate | 8 | | | | 40 | | | | | | | | 48 | \$8,857.83 | |
| | 3.10 | Right-of-Way Requirements Map | 8 | | | | 40 | | | | | | | | 168 | \$20,869.83 | |
| | 3.11 | Evaluate & Select Preferred Alternative | 16 | | | | 80 | | | | | | | | 196 | \$34,347.67 | |
| | 3.12 | Drift Engineer's Report | 20 | | | | 40 | | | | | | | | 148 | \$28,097.18 | |
| | 3.13 | Final Engineer's Report | 16 | | | | 80 | | | | | | | | 84 | \$14,659.26 | |
| 4 Environmental Documentation | | | | 136 | 0 | 0 | 0 | 168 | 0 | 0 | 0 | 0 | 0 | 0 | 304 | \$54,025.17 | |
| | 4.1 | Preliminary Environmental Study (PES) Form | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.2 | APE Map | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.3 | Location Hydraulic Study/Floodplain Evaluation Report | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.4 | Water Quality Assessment Report (WQAR) | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.5 | Air Quality Assessment | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.6 | Phase I Initial Site Assessment (ISA) | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.7 | Minor Visual Impact Assessment | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.8 | Noise Study Report | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.9 | Cultural Resources/ASR/HR/HPER | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.10 | Native American Consultation | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.11 | Biological Resources (NES/Jurisdictional Delineation) | 4 | | | | 8 | | | | | | | | 12 | \$2,118.92 | |
| | 4.12 | Drift Environmental Document | 12 | | | | 20 | | | | | | | | 32 | \$5,663.76 | |
| | 4.13 | Public Circulation and Public Meetings | 40 | | | | 8 | | | | | | | | 48 | \$8,7715.17 | |
| | 4.14 | Prepare Response to Comments | 8 | | | | 8 | | | | | | | | 16 | \$2,851.83 | |
| | 4.15 | Final Environmental Document (MND/FONS) | 8 | | | | 20 | | | | | | | | 28 | \$4,930.83 | |
| | 4.16 | Notice of Determination | 8 | | | | 8 | | | | | | | | 16 | \$2,851.83 | |
| | 4.17 | Mitigation, Monitoring & Reporting Plan | 8 | | | | 8 | | | | | | | | 16 | \$2,851.83 | |
| | 4.18 | Environmental Commitment Report | 8 | | | | 8 | | | | | | | | 16 | \$2,851.83 | |
| 5 Optional Services | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | |
| TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION | | | | \$102,605.35 | \$11,993.34 | \$69,300.00 | \$12,196.80 | \$96,096.00 | \$112,999.00 | \$57,057.00 | \$26,611.20 | \$22,176.00 | \$22,176.00 | \$9,055.20 | \$1,848.00 | \$544,076.89 | |

\$544,076.89

\$8,161
\$552,238

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **Earth Mechanics, Inc.**

Project No. _____ Contract No. TBD Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| Direct Labor Subtotal | Total Hours | Avg Hourly | 2 Year Contract |
|--------------------------|-------------------|------------|--------------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$12,619.00 | 210 | = | \$60.09 Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$60.09 | + | 0% | = | \$60.09 | Year 2 Avg Hourly Rate |
| Year 2 | \$60.09 | + | 3% | = | \$61.89 | Year 3 Avg Hourly Rate |
| Year 3 | \$61.89 | + | 3% | = | \$63.75 | Year 4 Avg Hourly Rate |
| Year 4 | \$63.75 | + | 3% | = | \$65.66 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 100.00% | * | 210.0 | = | 210.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 210.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | | * | 210.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 210.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 210.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 210.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| Year 1 | \$60.09 | * | 210 | = | \$12,619.00 | Estimated Hours Year 1 |
| Year 2 | \$61.89 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$63.75 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$65.66 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$12,619.00 | |
| | Direct Labor Subtotal before Escalation | | | = | \$12,619.00 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

CITY OF COACHELLA

Dillon Road Bridge Over CVSC

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lino Cheang, PE, GE Title *: Principal

Signature : _____ Date of Certification: 2/11/2019

Email: l.cheang@earthmech.com Phone Number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

CITY OF COACHELLA

Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

| Fully Loaded Hourly Rate (Direct Labor, overhead, and profit) | | | \$270.42 | \$146.93 | \$139.12 | TOTAL HOURS | TOTAL FULLY LOADED LABOR COST PER TASK |
|---------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------|--------------------|---------------------|-------------------|-------------|----------------------------------------|
| TASKS | Task No. | Staff Name | Lino Cheang | Alahesh Thurairajah | Michael Hoshiyama | | |
| | | Staff Classification | Principal | Project Manager | Project Geologist | | |
| TOTAL HOURS FOR PROJECT | | | 72 | 100 | 38 | 210 | \$39,449.52 |
| 1 | Project Management Services | | 0 | 0 | 0 | 0 | \$0.00 |
| | 1.1 | Project Coordination & Meetings | | | | 0 | \$0.00 |
| | 1.2 | Quality Assurance & Quality Control | | | | 0 | \$0.00 |
| | 1.3 | Project Administration | | | | 0 | \$0.00 |
| | 1.4 | Schedules | | | | 0 | \$0.00 |
| 2 | Preliminary Engineering Services | | 0 | 0 | 0 | 0 | \$0.00 |
| | 2.1 | Surveys and Base Mapping | | | | 0 | \$0.00 |
| | 2.2 | Preliminary Engineering | | | | 0 | \$0.00 |
| | 2.3 | Research of Record Information | | | | 0 | \$0.00 |
| | 2.4 | Develop Alternatives, Cost Estimates & Schedule | | | | 0 | \$0.00 |
| 3 | Engineer's Report | | 72 | 100 | 38 | 210 | \$39,449.52 |
| | 3.1 | Refine Alternatives | | | | 0 | \$0.00 |
| | 3.2 | Traffic Analysis | | | | 0 | \$0.00 |
| | 3.3 | Structural APS | | | | 0 | \$0.00 |
| | 3.4 | Preliminary Geotechnical Report | 72 | 100 | 38 | 210 | \$39,449.52 |
| | 3.5 | Existing Utilities Research | | | | 0 | \$0.00 |
| | 3.6 | Conceptual Drainage Study | | | | 0 | \$0.00 |
| | 3.7 | Conceptual Ag-Drain Evaluation | | | | 0 | \$0.00 |
| | 3.8 | Value Analysis | | | | 0 | \$0.00 |
| | 3.9 | Preliminary Cost Estimate | | | | 0 | \$0.00 |
| | 3.10 | Right-of-Way Requirements Map | | | | 0 | \$0.00 |
| | 3.11 | Evaluate & Select Preferred Alternative | | | | 0 | \$0.00 |
| | 3.12 | Draft Engineer's Report | | | | 0 | \$0.00 |
| | 3.13 | Final Engineer's Report | | | | 0 | \$0.00 |
| 4 | Environmental Documentation | | 0 | 0 | 0 | 0 | \$0.00 |
| | 4.1 | Preliminary Environmental Study (PES) Form | | | | 0 | \$0.00 |
| | 4.2 | APE Map | | | | 0 | \$0.00 |
| | 4.3 | Location Hydraulic Study/Floodplain Evaluation Report | | | | 0 | \$0.00 |
| | 4.4 | Water Quality Assessment Report (WQAR) | | | | 0 | \$0.00 |
| | 4.5 | Air Quality Assessment | | | | 0 | \$0.00 |
| | 4.6 | Phase I Initial Site Assessment (ISA) | | | | 0 | \$0.00 |
| | 4.7 | Minor Visual Impact Assessment | | | | 0 | \$0.00 |
| | 4.8 | Noise Study Report | | | | 0 | \$0.00 |
| | 4.9 | Cultural Resources(ASR,HRER,HPSR) | | | | 0 | \$0.00 |
| | 4.10 | Native American Consultation | | | | 0 | \$0.00 |
| | 4.11 | Biological Resources (NES/Jurisdictional Delineation) | | | | 0 | \$0.00 |
| | 4.12 | Draft Environmental Document | | | | 0 | \$0.00 |
| | 4.13 | Public Circulation and Public Meetings | | | | 0 | \$0.00 |
| | 4.14 | Prepare Response to Comments | | | | 0 | \$0.00 |
| | 4.15 | Final Environmental Document (MND/FONSI) | | | | 0 | \$0.00 |
| | 4.16 | Notice of Determination | | | | 0 | \$0.00 |
| | 4.17 | Mitigation, Monitoring & Reporting Plan | | | | 0 | \$0.00 |
| | 4.18 | Environmental Commitment Report | | | | 0 | \$0.00 |
| TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION | | | \$19,469.97 | \$14,693.14 | \$5,286.40 | | \$39,449.52 |

Dillon Road Bridge Over CVSC

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **ESA**

Project No. _____ Contract No. TBD Date 4-Mar-19

DIRECT LABOR

| Classification/Title | Name | Hours | Hourly Rates | Total |
|------------------------------------|----------------------|--------------|--------------|--------------------|
| Director II/ Environmental Manager | James Santos | 230 | \$62.50 | \$14,375.00 |
| Director III/ QA-QC Manager | Ryan Todaro | 56 | \$68.27 | \$3,823.12 |
| Managing Associate | Arabesque Abdelwahed | 209 | \$41.86 | \$8,748.74 |
| Senior Director | Monica Strauss | 30 | \$77.14 | \$2,314.20 |
| Director II | Michael Bever | 45 | \$59.71 | \$2,686.95 |
| Senior Associate II | Michael Vader | 120 | \$38.46 | \$4,615.20 |
| Managing Associate II | Kyle Garcia | 100 | \$48.42 | \$4,842.00 |
| Senior Associate II | Brian Allee | 206 | \$43.60 | \$8,981.60 |
| Managing Associate II | Ryan Villeneuve | 260 | \$46.15 | \$11,999.00 |
| Managing Associate II | Joza Burnam | 176 | \$46.15 | \$8,122.40 |
| Senior Associate I | Jessica Conquest | 48 | \$34.66 | \$1,663.68 |
| Managing Associate II | Lindsey Sheehan | 118 | \$46.21 | \$5,452.78 |
| Managing Associate II | Joel Levanetz | 64 | \$47.12 | \$3,015.68 |
| Director III | Nick Garrity | 114 | \$64.42 | \$7,343.88 |
| Senior Administration/ Editor | Meghan Rhode | 114 | \$33.65 | \$3,836.10 |
| Associate II/ GIS | Jaclyn Anderson | 154 | \$28.85 | \$4,442.90 |
| | | 2,044 | | \$96,263.23 |

LABOR COSTS

| | |
|---------------------------------------------------------|--------------------|
| a) Subtotal Direct Labor Costs | \$96,263.23 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$1,155.16 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$97,418.39 |

FRINGE BENEFITS

| | |
|-------------------------------------------|---------------------------------|
| d) Fringe Benefits (Rate: <u>48.82%</u>) | e) Total Fringe Benefits |
| | [(c) x (d)] \$47,559.66 |

INDIRECT COSTS

| | | |
|-----------------------------------------------------|--------------------------------------------------|---------------------|
| f) Overhead (Rate: <u>142.44%</u>) | g) Overhead [(c) x (f)] | \$138,762.75 |
| h) General and Administrative (Rate: <u>0.00%</u>) | i) Gen & Admin [(c) x (h)] | \$0.00 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$186,322.41 |

FIXED FEE (Profit)

| | | |
|---------------------------|-------------------------------------------------|--------------------|
| q) (Rate: <u>10.00%</u>) | k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] | \$28,374.08 |
|---------------------------|-------------------------------------------------|--------------------|

I) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|------------|-----------|-------------------|
| Pickup Trucks | Months | | \$0.00 |
| Copy Machine/ Reprographics | 6000 Pages | 0.15 | \$900.00 |
| Office Supplies/Mails | 40 per | 40.00 | \$1,600.00 |
| Mileage | 3800 Miles | 0.58 | \$2,204.00 |
| I) TOTAL OTHER DIRECT COSTS | | | \$4,704.00 |

m) Subconsultants:

| | | | |
|------------------|-------|--------|-------|
| Subconsultant 1: | | \$0.00 | 0.00% |
| Subconsultant 2: | (DBE) | | 0.00% |
| Subconsultant 3: | | | 0.00% |
| Subconsultant 4: | (DBE) | | 0.00% |

m) TOTAL SUBCONSULTANT'S COSTS \$0.00

n) Total Other Direct Costs Including Subconsultants [(l) + (m)] \$4,704.00

COST [(c) + (j) + (k) + (n)] **\$316,818.88**

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **ESA**
 Project No. _____ Contract No. TBD Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| Direct Labor Subtotal | Total Hours | Avg Hourly | 2 Year Contract |
|--------------------------|-------------------|------------|--------------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$96,263.23 | 2,044 | = | \$47.10 Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$47.10 | + | 0.0% | = | \$47.10 | Year 2 Avg Hourly Rate |
| Year 2 | \$47.10 | + | 3.0% | = | \$48.51 | Year 3 Avg Hourly Rate |
| Year 3 | \$48.51 | + | 3.0% | = | \$49.96 | Year 4 Avg Hourly Rate |
| Year 4 | \$49.96 | + | 3.0% | = | \$51.46 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 60.00% | * | 2044.0 | = | 1226.4 | Estimated Hours Year 1 |
| Year 2 | 40.00% | * | 2044.0 | = | 817.6 | Estimated Hours Year 2 |
| Year 3 | | * | 2044.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 2044.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 2044.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 2044.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|---------------------------------------|---|-------------------------------------------------|---|-------------------|------------------------|
| Year 1 | \$47.10 | * | 1226 | = | \$57,757.94 | Estimated Hours Year 1 |
| Year 2 | \$48.51 | * | 818 | = | \$39,660.45 | Estimated Hours Year 2 |
| Year 3 | \$49.96 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$51.46 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | | | Total Direct Labor Cost with Escalation | = | \$97,418.39 | |
| | | | Direct Labor Subtotal before Escalation | = | \$96,263.23 | |
| | | | Estimated total of Direct Labor Salary Increase | = | \$1,155.16 | Transfer to Page 1 |

CITY OF COACHELLA
Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

| TASKS | Task No. | Staff Name | Staff Classification | Fully Loaded Hourly Rate (Direct Labor, overhead, and profit) | | | | | | | | | | | | | | | | | TOTAL FULLY LOADED LABOR COST PER TASK | |
|--------------------------------------|-----------------------------|--------------------------------------------------------|-----------------------------|---------------------------------------------------------------|-------------|-------------|------------|------------|-------------|-------------|-------------|-------------|------------|-------------|------------|-------------|-------------|-------------|----------|----------|----------------------------------------|----------------------|
| | | | | \$200.24 | \$218.73 | \$134.11 | \$247.15 | \$191.30 | \$123.22 | \$155.13 | \$139.69 | \$147.86 | \$147.86 | \$176 | \$111.05 | \$148.05 | \$150.97 | \$206.39 | \$107.81 | \$92.43 | | |
| 1 | Project Management Services | James Santos | Director III/ QA-QC Manager | 230 | 56 | 209 | 30 | 45 | 120 | 100 | 206 | 260 | 176 | 48 | 118 | 64 | 114 | 114 | 154 | 1,776 | \$309,413.91 | |
| | | Ryan Todaro | Director III/ QA-QC Manager | 78 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 78 | \$15,618.82 |
| | | Project Coordination & Meetings | | 48 | | | | | | | | | | | | | | | | | 48 | \$9,611.58 |
| | | Quality Assurance & Quality Control | | 24 | | | | | | | | | | | | | | | | | 24 | \$4,805.79 |
| 4 | Environmental Documentation | James Santos | Director III/ QA-QC Manager | 152 | 54 | 206 | 26 | 40 | 114 | 100 | 206 | 260 | 176 | 48 | 118 | 64 | 114 | 114 | 154 | 1946 | \$289,270.88 | |
| | | Preliminary Environmental Study (PES) Form | | 10 | 2 | | | | | | | | | | | | | | | | 10 | \$2,000.00 |
| | | APE Map | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Location Hydraulic Study/Floodplain Evaluation Report | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Water Quality Assessment Report (WQAR) | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Air Quality Assessment | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Phase I Initial Site Assessment (ISA) | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Visual Impact Assessment (Memorandum) | | 4 | 2 | | | | | | | | | | | | | | | | 4 | \$800.00 |
| | | Noise Study Report (Memorandum) | | 4 | 2 | | | | | | | | | | | | | | | | 4 | \$800.00 |
| | | Cultural Resources (ASR, HRER, HPSR) | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Native American Consultation | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Paleontology (PR/PRP) | | 6 | 4 | | | | | | | | | | | | | | | | 6 | \$1,200.00 |
| | | Biological Resources (NES/Jurisdictional Delineation) | | 12 | 4 | | | | | | | | | | | | | | | | 12 | \$2,400.00 |
| | | Draft Environmental Document | | 36 | 8 | | | | | | | | | | | | | | | | 36 | \$7,200.00 |
| | | Public Circulation and Public Meetings | | 16 | 4 | | | | | | | | | | | | | | | | 16 | \$3,200.00 |
| | | Prepare Response to Comments | | 16 | 4 | | | | | | | | | | | | | | | | 16 | \$3,200.00 |
| | | Final Environmental Document (MND/FONS) | | 8 | 4 | | | | | | | | | | | | | | | | 8 | \$1,600.00 |
| Notice of Determination | | 2 | 4 | | | | | | | | | | | | | | | | 2 | \$400.00 | | |
| Environmental Commitment Record | | 2 | 4 | | | | | | | | | | | | | | | | 2 | \$400.00 | | |
| 5 | Optional Services | James Santos | Director III/ QA-QC Manager | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 240 | \$48,000.00 | |
| | | Regulatory Permits: Section 404/NWP, 407/WOC, 1602 SAA | | 40 | | | | | | | | | | | | | | | | | 40 | \$8,000.00 |
| Subtotal | | | | \$46,055.49 | \$12,248.74 | \$28,029.74 | \$7,414.37 | \$8,608.61 | \$14,786.45 | \$15,513.09 | \$38,443.12 | \$26,023.03 | \$5,330.20 | \$17,469.94 | \$9,661.82 | \$23,528.76 | \$12,290.33 | \$14,234.43 | | | \$308,413.91 | |
| Escalation | | | | | | | | | | | | | | | | | | | | | | \$3,700.97 |
| TOTAL FULLY LOADED LABOR COST | | | | | | | | | | | | | | | | | | | | | | \$ 312,114.88 |

Dillon Road Bridge Over CVSC

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **FPL and Associates, Inc.**

Project No. _____ Contract No. TBD Date 15-Mar-19

DIRECT LABOR

| Classification/Title | Name | Hours | Hourly Rates | Total |
|-------------------------|------|------------|--------------|--------------------|
| Project Manager | | 48 | \$76.29 | \$3,661.92 |
| QA/QC Manager | | 10 | \$68.52 | \$685.20 |
| Sr. Project Engineer | | 78 | \$60.00 | \$4,680.00 |
| Assoc. Project Engineer | | 102 | \$47.08 | \$4,802.16 |
| Asst. Project Engineer | | 160 | \$36.00 | \$5,760.00 |
| | | 398 | | \$19,589.28 |

LABOR COSTS

| | |
|---------------------------------------------------------|--------------------|
| a) Subtotal Direct Labor Costs | \$19,589.28 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$393.74 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$19,983.02 |

FRINGE BENEFITS

| | |
|----------------------------------|---------------------------------|
| d) Fringe Benefits (Rate: _____) | e) Total Fringe Benefits |
| | [(c) x (d)] \$0.00 |

INDIRECT COSTS

| | | |
|---------------------------------------------|--------------------------------------------------|--------------------|
| f) Overhead (Rate: <u>178.46%</u>) | g) Overhead [(c) x (f)] | \$35,661.71 |
| h) General and Administrative (Rate: _____) | i) Gen & Admin [(c) x (h)] | \$0.00 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$35,661.71 |

FIXED FEE (Profit)

| | | |
|---------------------------|-------------------------------------------------|-------------------|
| q) (Rate: <u>10.00%</u>) | k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] | \$5,564.47 |
|---------------------------|-------------------------------------------------|-------------------|

I) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|------------|-----------|-----------------|
| Tolls | 12 Each | \$4.35 | \$52.20 |
| Copy Machine/ Reprographics | Months | | \$0.00 |
| Office Supplies/Mails | Months | | \$0.00 |
| Mileage | 1380 Miles | \$0.580 | \$800.40 |
| I) TOTAL OTHER DIRECT COSTS | | | \$852.60 |

m) Subconsultants:

| | | |
|-------------------------------------------------------|-------------------|-------|
| National Data and Surveying Services (Traffic Counts) | \$2,800.00 | 4.32% |
| m) TOTAL SUBCONSULTANT'S COSTS | | |
| | \$2,800.00 | |

n) Total Other Direct Costs Including Subconsultants [(l) + (m)] \$3,652.60

TOTAL COST [(c) + (j) + (k) + (n)] **\$64,861.80**

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **FPL and Associates, Inc.**

Project No. _____ Contract No. TBD Date 15-Mar-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| | | | | |
|---------------------------------|-------------------|---|------------|------------------------|
| Direct Labor <u>Subtotal</u> | Total Hours | | Avg Hourly | 2 Year Contract |
| per Cost Proposal | per Cost Proposal | = | Rate | Duration |
| \$19,589.28 | 398 | = | \$49.22 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | | | | | |
|--------|-----------------|---|---------------------|---|------------------------|
| | Avg Hourly Rate | | Proposed Escalation | | |
| Year 1 | \$49.22 | + | 0% | = | \$49.22 |
| Year 2 | \$49.22 | + | 3% | = | \$50.70 |
| Year 3 | \$50.70 | + | 3% | = | \$52.22 |
| Year 4 | \$52.22 | + | 3% | = | \$53.78 |
| | | | | | Year 2 Avg Hourly Rate |
| | | | | | Year 3 Avg Hourly Rate |
| | | | | | Year 4 Avg Hourly Rate |
| | | | | | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 33.00% | * | 398.0 | = | 131.3 | Estimated Hours Year 1 |
| Year 2 | 67.00% | * | 398.0 | = | 266.7 | Estimated Hours Year 2 |
| Year 3 | | * | 398.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 398.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 398.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 398.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | \$49.22 | * | 131 | = | \$6,464.46 | Estimated Hours Year 1 |
| Year 2 | \$50.70 | * | 267 | = | \$13,518.56 | Estimated Hours Year 2 |
| Year 3 | \$52.22 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$53.78 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$19,983.02 | |
| | Direct Labor Subtotal before Escalation | | | = | \$19,589.28 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$393.74 | Transfer to Page 1 |

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 3% x 5 yrs = \$37,500 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

CITY OF COACHELLA
Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

| Fully Loaded Hourly Rate (Direct Labor, overhead, and profit) | | | \$233.68 | \$209.88 | \$183.78 | \$144.21 | \$110.27 | TOTAL HOURS | TOTAL FULLY LOADED LABOR COST PER TASK |
|---------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------|--------------------|-------------------|----------------------|-------------------------|------------------------|-------------|----------------------------------------|
| TASKS | Task No. | Staff Name | Alex Zupanski* | Dick Ivy | Alex Eapen | Hui Trinh | Kevin Mach | | |
| | | Staff Classification | Project Manager | QA/QC Manager | Sr. Project Engineer | Assoc. Project Engineer | Asst. Project Engineer | | |
| TOTAL HOURS FOR PROJECT | | | 48 | 10 | 78 | 102 | 160 | 398 | \$60,003.14 |
| 1 | Project Management Services | | 12 | 0 | 8 | 0 | 0 | 20 | \$4,274.44 |
| | 1.1 | Project Coordination & Meetings | 12 | | 8 | | | 20 | \$4,274.44 |
| | 1.2 | Quality Assurance & Quality Control | | | | | | 0 | \$0.00 |
| | 1.3 | Project Administration | | | | | | 0 | \$0.00 |
| | 1.4 | Schedules | | | | | | 0 | \$0.00 |
| 2 | Preliminary Engineering Services | | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| | 2.1 | Surveys and Base Mapping | | | | | | 0 | \$0.00 |
| | 2.2 | Preliminary Engineering | | | | | | 0 | \$0.00 |
| | 2.3 | Research of Record Information | | | | | | 0 | \$0.00 |
| | 2.4 | Develop Alternatives, Cost Estimates & Schedule | | | | | | 0 | \$0.00 |
| 3 | Engineer's Report | | 36 | 10 | 70 | 102 | 160 | 378 | \$55,728.70 |
| | 3.1 | Refine Alternatives | | | | | | 0 | \$0.00 |
| | 3.2 | Traffic Analysis | 36 | 10 | 70 | 102 | 160 | 378 | \$55,728.70 |
| | 3.3 | Structural APS | | | | | | 0 | \$0.00 |
| | 3.4 | Preliminary Geotechnical Report | | | | | | 0 | \$0.00 |
| | 3.5 | Existing Utilities Research | | | | | | 0 | \$0.00 |
| | 3.6 | Conceptual Drainage Study | | | | | | 0 | \$0.00 |
| | 3.7 | Conceptual Ag-Drain Evaluation | | | | | | 0 | \$0.00 |
| | 3.8 | Value Analysis | | | | | | 0 | \$0.00 |
| | 3.9 | Preliminary Cost Estimate | | | | | | 0 | \$0.00 |
| | 3.10 | Right-of-Way Requirements Map | | | | | | 0 | \$0.00 |
| | 3.11 | Evaluate & Select Preferred Alternative | | | | | | 0 | \$0.00 |
| | 3.12 | Draft Engineer's Report | | | | | | 0 | \$0.00 |
| | 3.13 | Final Engineer's Report | | | | | | 0 | \$0.00 |
| 4 | Environmental Documentation | | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| | 4.1 | Preliminary Environmental Study (PES) Form | | | | | | 0 | \$0.00 |
| | 4.2 | APE Map | | | | | | 0 | \$0.00 |
| | 4.3 | Location Hydraulic Study/Floodplain Evaluation Report | | | | | | 0 | \$0.00 |
| | 4.4 | Water Quality Assessment Report (WQAR) | | | | | | 0 | \$0.00 |
| | 4.5 | Air Quality Assessment | | | | | | 0 | \$0.00 |
| | 4.6 | Phase I Initial Site Assessment (ISA) | | | | | | 0 | \$0.00 |
| | 4.7 | Minor Visual Impact Assessment | | | | | | 0 | \$0.00 |
| | 4.8 | Noise Study Report | | | | | | 0 | \$0.00 |
| | 4.9 | Cultural Resources(ASR,HRER,HPSR) | | | | | | 0 | \$0.00 |
| | 4.10 | Native American Consultation | | | | | | 0 | \$0.00 |
| | 4.11 | Biological Resources (NES/Jurisdictional Delineation) | | | | | | 0 | \$0.00 |
| | 4.12 | Draft Environmental Document | | | | | | 0 | \$0.00 |
| | 4.13 | Public Circulation and Public Meetings | | | | | | 0 | \$0.00 |
| | 4.14 | Prepare Response to Comments | | | | | | 0 | \$0.00 |
| | 4.15 | Final Environmental Document (MND/FONSI) | | | | | | 0 | \$0.00 |
| | 4.16 | Notice of Determination | | | | | | 0 | \$0.00 |
| | 4.17 | Mitigation, Monitoring & Reporting Plan | | | | | | 0 | 0.0% |
| | 4.18 | Environmental Commitment Report | | | | | | 0 | \$0.00 |
| 5 | Optional Services | | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| | | | | | | | | 0 | \$0.00 |
| | | | | | | | | 0 | \$0.00 |
| TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION | | | \$11,216.68 | \$2,098.81 | \$14,335.12 | \$14,709.30 | \$17,643.23 | | \$60,003.14 |

Prime Consultant Subconsultant 2nd Tier Sub

Consultant Geocon West, Inc.
 Project No. _____ Contract No. TBD Date 6-Mar-19

DIRECT LABOR

| Classification/Title | Name | Hours | Hourly Rates | Total |
|----------------------|---------------|------------|--------------|-------------------|
| Project Manager | | - | | \$0.00 |
| QA/QC Manager | | | | \$0.00 |
| Bridge Manager | | | | \$0.00 |
| Value Engineer | | | | \$0.00 |
| Prin. Proj Engineer | Rick Day | 2 | \$60.00 | \$120.00 |
| Sr. Project Engineer | Mike Conkle | 20 | \$45.00 | \$900.00 |
| Sr. Project Engineer | Pam Murcel | 3 | \$60.00 | \$180.00 |
| Project Engineer | Sean Keffer | 20 | \$35.00 | \$700.00 |
| Engineer III | | | | \$0.00 |
| Engineer I | Ray Antoine** | 22 | \$46.08 | \$1,013.76 |
| Engineer I | Scott Brito** | 34 | \$46.08 | \$1,566.72 |
| Word Processor | Kelsey Filban | 8 | \$19.00 | \$152.00 |
| Draftsman | Dirk Hansen | 7 | \$40.00 | \$280.00 |
| | | 116 | | \$4,912.48 |

LABOR COSTS

a) Subtotal Direct Labor Costs \$4,912.48
 b) Anticipated Salary Increases (see page 2 for sample) _____
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$4,912.48

FRINGE BENEFITS

d) Fringe Benefits (Rate: 37.64%) _____
e) Total Fringe Benefits \$1,849.06
 [(c) x (d)]

INDIRECT COSTS

f) Overhead (Rate: 137.23%) _____
 g) Overhead [(c) x (f)] \$6,741.40
 h) General and Administrative (Rate: _____) _____
 i) Gen & Admin [(c) x (h)] \$0.00
j) Total Indirect Costs [(e) + (g) + (i)] \$8,590.45

FIXED FEE (Profit)

q) (Rate: 10.00%) _____
k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$1,350.29

l) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|-----------|-----------|-------------------|
| Pickup Trucks | 2 Day | \$125 | \$250.00 |
| Copy Machine/ Reprographics | Months | | \$0.00 |
| Lab - Total Lead (soil and paint) | 88 each | \$20 | \$1,760.00 |
| Lab - WET/TCLP (soil and paint) | 58 each | \$75 | \$4,350.00 |
| Lab - pH (soil) | 8 each | \$20 | \$160.00 |
| Lab - ACM by PLM | 24 each | \$20 | \$480.00 |
| Lab - ACM Point Count | 2 each | \$45 | \$90.00 |
| Level D PPE/Decon Rinse Equip | 2 Day | \$25 | \$50.00 |
| GPS | 1 Day | \$150 | \$150.00 |
| Mileage | 140 Miles | \$0.580 | \$81.20 |
| l) TOTAL OTHER DIRECT COSTS | | | \$7,371.20 |

m) Subconsultants:

Subconsultant 1: _____ \$0.00 0.00%
 Subconsultant 2: (DBE) _____ 0.00%
 Subconsultant 3: _____ 0.00%
 Subconsultant 4: (DBE) _____ 0.00%

m) TOTAL SUBCONSULTANT'S COSTS \$0.00

n) Total Other Direct Costs Including Subconsultants[(l) + (m)] \$7,371.20

TOTAL COST [(c) + (j) + (k) + (n)] \$22,224.43

NOTES:

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **Geocon West, Inc.**

Project No. _____ Contract No. TBD

Date 6-Mar-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| Direct Labor Subtotal | Total Hours | Avg Hourly | 2 Year Contract |
|--------------------------|-------------------|------------|------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$4,912.48 | 116 | = | \$42.35 |
| | | | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | Avg Hourly Rate | |
|--------|-----------------|---|---------------------|---|-----------------|------------------------|
| Year 1 | \$42.35 | + | 3% | = | \$43.62 | Year 2 Avg Hourly Rate |
| Year 2 | \$43.62 | + | 3% | = | \$44.93 | Year 3 Avg Hourly Rate |
| Year 3 | \$44.93 | + | 3% | = | \$46.28 | Year 4 Avg Hourly Rate |
| Year 4 | \$46.28 | + | 3% | = | \$47.66 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 100.00% | * | 116.0 | = | 116.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 116.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | | * | 116.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 116.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 116.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 116.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| Year 1 | \$43.62 | * | 116 | = | \$5,059.85 | Estimated Hours Year 1 |
| Year 2 | \$44.93 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$46.28 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$47.66 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$5,059.85 | |
| | Direct Labor Subtotal before Escalation | | | = | \$4,912.48 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$147.37 | Transfer to Page 1 |

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 3% x 5 yrs = \$37,500 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

CITY OF COACHELLA
Dillon Road Bridge Over CVSC

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: William Lydon Title *: CFO

Signature :  Date of Certification (mm/dd/yyyy): 3/15/2019

Email: lydon@geoconinc.com Phone Number: 858 558-6900

Address: 2015 West Park Avenue, Suite #1, Redlands, CA
92373

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Engineering Consultation

Dillon Road Bridge Over CVSC

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **NV5, Inc.**

Project No. _____ Contract No. TBD Date 13-Mar-19

DIRECT LABOR

| Classification/Title | Name | Hours | Hourly Rates | Total |
|----------------------------|---------------------|------------|--------------|--------------------|
| Project Manager* | Jay Fahrion | 70 | \$65.09 | \$4,556.30 |
| Senior Surveyor | Nicholas Rossi | 26 | \$56.65 | \$1,472.90 |
| Senior Surveyor | Doug Boyle | 67 | \$38.62 | \$2,587.54 |
| Party Chief ** | William Wheat | 90 | \$70.07 | \$6,306.30 |
| Assoc. Surveyor** | Josh Wehe | 90 | \$69.10 | \$6,219.00 |
| CADDII | Tony Zavala | 24 | \$28.50 | \$684.00 |
| UAV Manager* | Kurt Kathol | 8 | \$62.50 | \$500.00 |
| LiDAR/Surface Engineer Iil | Lucas Fraser | 24 | \$38.50 | \$924.00 |
| Mapping Engineer I | Jonathan Hettinger | 12 | \$28.50 | \$342.00 |
| 107 Pilot | Christopher Hipwood | 18 | \$37.00 | \$666.00 |
| Mapping Engineer I | Danielle Mercure | 18 | \$28.50 | \$513.00 |
| Bridge Manager* | Jack Abcarius | 33 | \$91.98 | \$3,035.34 |
| Senior Bridge Engineer | Devan Dagley | 24 | \$67.73 | \$1,625.52 |
| | | 504 | | \$29,431.90 |

LABOR COSTS

| | |
|---------------------------------------------------------|--------------------|
| a) Subtotal Direct Labor Costs | \$29,431.90 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$0.00 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$29,431.90 |

FRINGE BENEFITS

| | |
|----------------------------------|---------------------------------|
| d) Fringe Benefits (Rate: _____) | e) Total Fringe Benefits |
| | [(c) x (d)] \$0.00 |

INDIRECT COSTS

| | | |
|---------------------------------------------|--------------------------------------------------|--------------------|
| f) Overhead (Rate: <u>121.65%</u>) | g) Overhead [(c) x (f)] | \$35,803.91 |
| h) General and Administrative (Rate: _____) | i) Gen & Admin [(c) x (h)] | \$0.00 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$35,803.91 |

FIXED FEE (Profit)

| | | |
|---------------------------|-------------------------------------------------|-------------------|
| q) (Rate: <u>10.00%</u>) | k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] | \$6,523.58 |
|---------------------------|-------------------------------------------------|-------------------|

I) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|-----------|-----------|-----------------|
| Pickup Trucks | Months | | \$0.00 |
| Copy Machine/ Reprographics | Months | | \$0.00 |
| Office Supplies/Mails | Months | | \$0.00 |
| Mileage | 750 Miles | \$0.580 | \$435.00 |
| I) TOTAL OTHER DIRECT COSTS | | | \$435.00 |

m) Subconsultants:

| | | | |
|------------------|-------|--------|-------|
| Subconsultant 1: | | \$0.00 | 0.00% |
| Subconsultant 2: | (DBE) | | 0.00% |
| Subconsultant 3: | | | 0.00% |
| Subconsultant 4: | (DBE) | | 0.00% |

m) TOTAL SUBCONSULTANT'S COSTS \$0.00

n) Total Other Direct Costs Including Subconsultants [(l) + (m)] \$435.00

TOTAL COST [(c) + (j) + (k) + (n)] **\$72,194.39**

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **NV5, Inc.**

Project No. _____ Contract No. TBD

Date 13-Mar-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| Direct Labor Subtotal | Total Hours | Avg Hourly | 2 Year Contract |
|--------------------------|-------------------|------------|------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$29,431.90 | 504 | = | \$58.40 |
| | | | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | Avg Hourly Rate | |
|--------|-----------------|---|---------------------|---|-----------------|------------------------|
| Year 1 | \$58.40 | + | | = | \$58.40 | Year 2 Avg Hourly Rate |
| Year 2 | \$58.40 | + | 3% | = | \$60.15 | Year 3 Avg Hourly Rate |
| Year 3 | \$60.15 | + | 3% | = | \$61.95 | Year 4 Avg Hourly Rate |
| Year 4 | \$61.95 | + | 3% | = | \$63.81 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 100.00% | * | 504.0 | = | 504.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 504.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | | * | 504.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 504.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 504.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 504.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| Year 1 | \$58.40 | * | 504 | = | \$29,431.90 | Estimated Hours Year 1 |
| Year 2 | \$60.15 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$61.95 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$63.81 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$29,431.90 | |
| | Direct Labor Subtotal before Escalation | | | = | \$29,431.90 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Carmen Kasner Title *: Regional Managing Director

Signature :  Date of Certification (mm/dd/yyyy): 3/14/2019

Email: Carmen.Kasner@NV5.com Phone Number: (858) 385-213

Address:

Dillon Road Bridge Over CVSC

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **PACE**

Project No. _____ Contract No. TBD Date 6-Mar-19

DIRECT LABOR

| Classification/Title | Name | Hours | Hourly Rates | Total |
|----------------------|------------------|------------|--------------|--------------------|
| Principal | Bruce Phillips | 14 | \$121.88 | \$1,706.32 |
| Project Manager | Jose Cruz | 64 | \$68.27 | \$4,369.28 |
| Project Engineer | Cherise Thompson | 228 | \$37.40 | \$8,527.20 |
| Design Engineer | Angel Ramirez | 88 | \$31.97 | \$2,813.36 |
| Sr. CAD Designer | Bao Phan | 84 | \$37.02 | \$3,109.68 |
| Project Coordinator | Christine Huch | 72 | \$28.00 | \$2,016.00 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| | | 550 | | \$22,541.84 |

LABOR COSTS

| | |
|---------------------------------------------------------|--------------------|
| a) Subtotal Direct Labor Costs | \$22,541.84 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$0.00 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$22,541.84 |

FRINGE BENEFITS

| | |
|----------------------------------|---------------------------------|
| d) Fringe Benefits (Rate: _____) | e) Total Fringe Benefits |
| | [(c) x (d)] \$0.00 |

INDIRECT COSTS

| | | |
|---------------------------------------------|--------------------------------------------------|--------------------|
| f) Overhead (Rate: <u>165.00%</u>) | g) Overhead [(c) x (f)] | \$37,194.04 |
| h) General and Administrative (Rate: _____) | i) Gen & Admin [(c) x (h)] | \$0.00 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$37,194.04 |

FIXED FEE (Profit)

| | | |
|---------------------------|-------------------------------------------------|-------------------|
| q) (Rate: <u>10.00%</u>) | k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] | \$5,973.59 |
|---------------------------|-------------------------------------------------|-------------------|

I) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|---------|-----------|---------------|
| Pickup Trucks | Months | | \$0.00 |
| Copy Machine/ Reprographics | Months | | \$0.00 |
| Office Supplies/Mails | Months | | \$0.00 |
| Mileage | Miles | \$0.580 | \$0.00 |
| I) TOTAL OTHER DIRECT COSTS | | | \$0.00 |

m) Subconsultants:

| | | | |
|------------------|-------|--------|-------|
| Subconsultant 1: | | \$0.00 | 0.00% |
| Subconsultant 2: | (DBE) | | 0.00% |
| Subconsultant 3: | | | 0.00% |
| Subconsultant 4: | (DBE) | | 0.00% |

m) TOTAL SUBCONSULTANT'S COSTS \$0.00

n) Total Other Direct Costs Including Subconsultants [(l) + (m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] **\$65,709.46**

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **PACE**

Project No. _____ Contract No. TBD Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| Direct Labor Subtotal | Total Hours | Avg Hourly | 2 Year Contract |
|--------------------------|-------------------|------------|--------------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$22,541.84 | 550 | = | \$40.99 Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$40.99 | + | 0% | = | \$40.99 | Year 2 Avg Hourly Rate |
| Year 2 | \$40.99 | + | 3% | = | \$42.21 | Year 3 Avg Hourly Rate |
| Year 3 | \$42.21 | + | 3% | = | \$43.48 | Year 4 Avg Hourly Rate |
| Year 4 | \$43.48 | + | 3% | = | \$44.79 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 100.00% | * | 550.0 | = | 550.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 550.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | | * | 550.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | | * | 550.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | | * | 550.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 550.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| Year 1 | \$40.99 | * | 550 | = | \$22,541.84 | Estimated Hours Year 1 |
| Year 2 | \$42.21 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$43.48 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$44.79 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$22,541.84 | |
| | Direct Labor Subtotal before Escalation | | | = | \$22,541.84 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

| TASKS | Task No. | Staff Name | Staff Classification | \$355.28 | \$199.01 | \$109.02 | \$93.19 | \$107.91 | \$81.62 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | TOTAL HOURS | TOTAL FULLY LOADED LABOR COST PER TASK |
|---------------------------------------------------------|----------|------------|----------------------|-------------------|--------------------|--------------------|-------------------|-------------------|-------------------|---------------|---------------|---------------|---------------|---------------|-------------|----------------------------------------|
| | | | | Bruce Phillips | Jose Cruz | Cherise Thompson | Angel Ramirez | Bao Phan | Christine Huch | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| | | | Principal | 14 | 64 | 228 | 88 | 84 | 72 | 0 | 0 | 0 | 0 | 0 | 550 | \$65,709.46 |
| | | | | 14 | 64 | 228 | 88 | 84 | 72 | 0 | 0 | 0 | 0 | 0 | 550 | \$65,709.46 |
| | | | | 4 | 4 | 8 | 8 | 8 | | | | | | | 32 | \$4,073.07 |
| | | | | 4 | 4 | 8 | 16 | 12 | | | | | | | 44 | \$5,875.36 |
| | | | | 8 | 8 | 40 | 16 | | | | | | | | 72 | \$10,286.22 |
| | | | | 2 | 4 | 24 | 8 | 24 | | | | | | | 54 | \$6,713.01 |
| | | | | 4 | 4 | 40 | 8 | 16 | 16 | | | | | | 84 | \$8,934.94 |
| | | | | 4 | 4 | 32 | 8 | | 16 | | | | | | 60 | \$6,336.16 |
| | | | | 4 | 4 | 24 | 16 | | 16 | | | | | | 60 | \$6,209.53 |
| | | | | 16 | 16 | 40 | 16 | 24 | 24 | | | | | | 120 | \$13,584.83 |
| | | | | 12 | 12 | | | | | | | | | | 24 | \$3,696.34 |
| TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION | | | | \$4,973.92 | \$12,736.45 | \$24,856.79 | \$8,200.94 | \$9,064.72 | \$5,876.64 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$65,709.46 |

Dillon Road Bridge Over CVSC

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **TranSystems Corporation**

Project No. _____ Contract No. TBD Date 27-Feb-19

DIRECT LABOR

| Classification/Title | Name | Hours | Hourly Rates | Total |
|-------------------------|------------------|------------|--------------|--------------------|
| Project Manager & QA/QC | Ayman Salama, PE | 16 | \$170.92 | \$2,734.69 |
| Bridge Manager | Andre Issa, PE | 120 | \$61.49 | \$7,378.92 |
| Engineer II | Jaime Garcia, PE | 120 | \$37.04 | \$4,444.66 |
| | | 256 | | \$14,558.27 |

LABOR COSTS

| | |
|---------------------------------------------------------|--------------------|
| a) Subtotal Direct Labor Costs | \$14,558.27 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$0.00 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$14,558.27 |

FRINGE BENEFITS

| | |
|-------------------------------------------|---------------------------------|
| d) Fringe Benefits (Rate: <u>49.84%</u>) | e) Total Fringe Benefits |
| | [(c) x (d)] \$7,255.84 |

INDIRECT COSTS

| | | |
|------------------------------------------------------|--------------------------------------------------|--------------------|
| f) Overhead (Rate: <u>79.39%</u>) | g) Overhead [(c) x (f)] | \$11,557.81 |
| h) General and Administrative (Rate: <u>21.30%</u>) | i) Gen & Admin [(c) x (h)] | \$3,100.91 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$21,914.56 |

FIXED FEE (Profit)

| | | |
|---------------------------|-------------------------------------------------|-------------------|
| q) (Rate: <u>10.00%</u>) | k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] | \$3,647.28 |
|---------------------------|-------------------------------------------------|-------------------|

I) OTHER DIRECT COSTS (ODC)

| Description | Unit(s) | Unit Cost | Total |
|------------------------------------|---------|-----------|---------------|
| Pickup Trucks | Months | | \$0.00 |
| Copy Machine/ Reprographics | Months | | \$0.00 |
| Office Supplies/Mails | Months | | \$0.00 |
| Mileage | Miles | \$0.580 | \$0.00 |
| I) TOTAL OTHER DIRECT COSTS | | | \$0.00 |

m) Subconsultants:

| | | | |
|------------------|-------|--------|-------|
| Subconsultant 1: | | \$0.00 | 0.00% |
| Subconsultant 2: | (DBE) | | 0.00% |
| Subconsultant 3: | | | 0.00% |
| Subconsultant 4: | (DBE) | | 0.00% |

m) TOTAL SUBCONSULTANT'S COSTS \$0.00

n) Total Other Direct Costs Including Subconsultants [(l) + (m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] **\$40,120.11**

Prime Consultant Subconsultant 2nd Tier Sub

Consultant **TranSystems Corporation**

Project No. _____ Contract No. TBD Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

| Direct Labor Subtotal | Total Hours | Avg Hourly | 2 Year Contract |
|--------------------------|-------------------|------------|--------------------------------|
| per Cost Proposal | per Cost Proposal | Rate | Duration |
| \$14,558.27 | 256 | = | \$56.87 Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$56.87 | + | 0% | = | \$56.87 | Year 2 Avg Hourly Rate |
| Year 2 | \$56.87 | + | 3% | = | \$58.57 | Year 3 Avg Hourly Rate |
| Year 3 | \$58.57 | + | 3% | = | \$60.33 | Year 4 Avg Hourly Rate |
| Year 4 | \$60.33 | + | 3% | = | \$62.14 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|---------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 100.00% | * | 256.0 | = | 256.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 256.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 256.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 256.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 256.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 256.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| Year 1 | \$56.87 | * | 256 | = | \$14,558.27 | Estimated Hours Year 1 |
| Year 2 | \$58.57 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$60.33 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$62.14 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | | * | | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$14,558.27 | |
| | Direct Labor Subtotal before Escalation | | | = | \$14,558.27 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND ANGENIOUS ENGINEERING SERVICES,
INC.**

1. Parties and Date.

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of this 22nd day of January, 2020, by and between the City of Coachella ("City") and Angenious Engineering Services, Inc., a California corporation with its principal place of business at 16 Egret Lane, Aliso Viejo, CA 92656 ("Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "City of Coachella Professional Services Agreement" dated April 25, 2019 ("Agreement" or "Contract") for the purpose of retaining the services of Consultant to provide engineering, design, and other services for the Dillon Road project.

2.2 Amendment. The City and Consultant desire to amend the Agreement to allow the City to modify provisions stipulated in the Agreement that are applicable to subconsultants of Consultant.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.5.14 of the Agreement.

3. Terms.

3.1 Section 3.6 (D). Section 3.6 (D) of the Agreement is hereby amended in its entirety to read as follows:

"Any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants. Notwithstanding the foregoing, the City Manager may, on a subagreement by subagreement basis, provide in writing to Consultant allowable modification to provisions stipulated in this Agreement that are applicable to subconsultants."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 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 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA
AND ANGENIOUS ENGINEERING SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the City of Coachella Professional Services Agreement as of the day and year first above written.

CITY OF COACHELLA

Angenious Engineering Services, Inc.

Approved By:



William Pattison
City Manager

1/30/2020

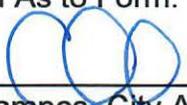
Date



Soon "Andy" Cheah
Principal / Secretary

Date

Approved As to Form:



Carlos Campos, City Attorney

1/20/2020

Date

Signature

Name

Title

Date

Attested By:



City Clerk

1/20/2020

Date



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

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

SUBJECT: Amendment to the Professional Service Agreement with Cannon Design in an amount of \$166,850 and to extend the contract term to May 27, 2021 to provide Professional Consulting Services for the Fire Station #79 Rehabilitation and Expansion, City Project No. F-7.

STAFF RECOMMENDATION:

Authorize the City Manager to Execute an Amendment to the Professional Service Agreement with Cannon Design in an amount of \$166,850 and to extend the contract term to May 27, 2021 to provide Professional Consulting Services for the Fire Station #79 Rehabilitation and Expansion, City Project No. F-7.

BACKGROUND:

Cannon Design has provided Professional Consulting Services for the Fire Station #79 Rehabilitation and Expansion, City Project No. F-7.

Compliance with current codes, standards, and operational functionality of the fire station will require partial expansion beyond the footprint of the existing fire station building. The expansion necessitates additional architectural and engineering work.

DISCUSSION/ANALYSIS:

In order to provide professional architectural and engineering services, the following additional tasks will need to be added to the consultants' original scope of work:

- Addition/expansion of approximately 1,600sf to the existing building.
- Addition of approximately 1,500sf of covered walkway at the corner of 6th and Palm. To be designed as an Add-Alternate.
- Provide structural calculations for additional area.
- Provide details and other related drawings affected by the expansion.

- Architectural coordination of Civil, Landscape, Structural, Mechanical, Electrical, Plumbing and Fire Protection Engineering consultants.
- Civil Engineering and Landscape Architecture is limited to the north and east side of the site, around the proposed new construction.
- Provide Topographic and Boundary Survey.
- Provide Utility research for area of new addition.

The total cost to perform all the above referenced tasks is **\$166,850**, which will revise the total contract authorized amount to **\$624,850.00**.

FISCAL IMPACT:

On July 31, 2019 City Council approved a professional services agreement to Cannon design in the amount of **\$458,000** for the rehabilitation and expansion of fire Station #79 (F-7). The required additional professional services work, totaling **\$166,850**, will be appropriated from Development Impact Fees collected for fire protection services (Fund 130). The funds will be transferred from Fund 130 to the City's CIP Fund (182) and appropriated for project expenditures in fund 182. The total amended professional services contract shall have a total authorized amount of **\$624,850**.

Attachments:

1. Professional Service Agreement Amendment No 1
2. Additional Services and Scope, PSA attachment A

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA AND CANNON DESIGN**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into as of October 14, 2020 by and between the City of Coachella (“City”) and Cannon Parkin, Inc. (Cannon Design), (“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 November 30, 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 \$458,000 for the Fire Station #79 Rehabilitation, City Project# F-9.
 - b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment.

Section 3.1.3, Scope of Services and Term Extension, of the Agreement is hereby amended in its entirety to read as follows:

“3.1.3 Extension of Term. Following the expiration of the Term identified in the Agreement, the term of this Agreement shall be extended to May 27, 2021.”

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” of the Agreement and ATTACHMENT “A” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six-Hundred-Twenty-Four Thousand Eight-Hundred-Fifty Dollars (\$624,850.00)** 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

CANNON DESIGN

By: _____
William Pattison, City Manager

By: _____

Print Name: _____

Approved as to form:

Title: _____

By: _____
Carlos Campos, City Attorney

Attest:

By: _____
Angela Zepeda, City Clerk

**Additional Services
Scope of Work and
Compensation**

Mr. Gabor Pakozdi
City Engineer
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

Fire Station #79 – Rehabilitation
EXPANSION ADDITIONAL SCOPE
Cannon Project #006293.01

As discussed, and in accordance with our professional services agreement (“Agreement”) dated November 30, 2019, Article 3.5.14, we have set up an additional services project number 01 in connection with the Expansion/Addition to existing Fire Station #79.

It is our understanding that these additional Architectural, Civil, Landscape, Structural, mechanical, electrical, plumbing and fire protection engineering services consist of the following:

- Addition/expansion of approximately 1,600sf to the existing building.
- Addition of approximately 1,500sf of covered walkway at the corner of 6th and Palm. To be designed as an Add-Alternate.
- Provide structural calculations for additional area.
- Provide details and other related drawings affected by the expansion.
- Architectural coordination of Civil, Landscape, Structural, Mechanical, Electrical, Plumbing and Fire Protection Engineering consultants.
 - Civil Engineering and Landscape Architecture is limited to the north and east side of the site, around the proposed new construction.
- Provide Topographic and Boundary Survey.
- Provide Utility research for area of new addition.

Please note that this agreement does not include services as described on the Additional / Excluded Services section of the main project agreement.

CANNONDESIGN

We anticipate and have allowed for performance of the additional services described herein within 16-months. We estimate a Fixed Fee for these services to of **\$166,850 (One-hundred, sixty-six thousand, eight-hundred and fifty Dollars)**. Reimbursable expenses will be billed at 1.1 times cost consistent with our Agreement and are in addition to the fee estimate.

The breakdown of fees per discipline is as follows:

| DISCIPLINE | FEE |
|------------------------------------|-------------------|
| Architectural | \$ 65,091 |
| Civil Engineering | \$ 15,600 |
| Survey | \$ 4,700 |
| Utility Research | \$ 2,300 |
| Landscape Architecture | \$ 17,500 |
| Structural Engineering | \$ 23,715 |
| Mechanical / Electrical / Plumbing | \$ 37,944 |
| TOTAL | \$ 166,850 |





STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Adopt Resolution No. 2020-66 Authorizing the Submission of an Application to the California Department of Parks and Recreation Office of Grants and Local Services for the Per Capita Program in the Amount of \$206,281.00 for the Renovation of Bagdouma Park Community Pool

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2020-66 authorizing the submittal of a grant application to the California Department of Parks and Recreation Office of Grants and Local Services for the Per Capita Program and delegating authority to the City Manager and the Public Works Director to serve as the City's Authorized Representatives in connection with said application.

BACKGROUND:

The California Department of Parks and Recreation's Per Capita Program originates from Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, placed on the ballot and approved by voters on June 5, 2018. The Per Capita Program provides funds for two programs: the General Per Capita Program and the Urban County Per Capita Program. The City of Coachella is eligible to receive funds under the General Per Capita Program.

Under the General Per Capita Program, grant funds are available to local governments for park rehabilitation, creation, and improvements on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The City of Coachella's per capita allocation is \$177,952.00. In addition to the allocation, the City of Coachella is also receiving \$28,329.00 in Urban County Per Capita funds. These additional funds are allocated at a rate of \$.61 per capita to cities and districts in urbanized counties (a county with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population. This brings the City of Coachella's total Per Capita allocation to \$206,281.00.

DISCUSSION/ANALYSIS:

As part of the grant application, the City is required to submit an Authorizing Resolution from the City Council. In accordance with the Per Capita Program Procedural Guide, the Authorizing Resolution serves two purposes:

- (1) It is the means by which the City Council agrees to the terms of the contract, including confirmation that the City has the funding to complete, operate, and maintain projects associated with the contract; and
- (2) It designates a position title to represent the City Council on all matters regarding projects associated with the contract.

The City's grant application to the California Department of Parks and Recreation will request that the City's funding allocation of \$206,226.11 be applied towards the renovation of the Bagdouma Park Community Pool. Bagdouma Park is located in a severely disadvantaged community (median household income less than 60% of the statewide average); therefore a funding match is not required.

The community pool facility was originally constructed in the early 1980's, with a series of minor, maintenance related renovation projects from the early 2000's to the present. This project will renovate the existing swimming pool and the scope of work will feature renovated aquatic infrastructure. The project will then be presented to the Parks Commission and the City Council for approval in 2021.

The revised timeline for the Per Capita program will be as follows:

- Grant Performance Period: July 1, 2018 – June 30, 2024
- Resolution: Grantee submits to OGALS no later than December 31, 2020
- Application Packet(s): Grantee submits to OGALS no later than June 30, 2021
- Project Completion Packet: Grantee completes project and submits completion documents to OGALS no later than March 31, 2024.

ALTERNATIVES:

- (1) Adopt Resolution No. 2020-66 Authorizing the Submission of an Application to the California Department of Parks and Recreation Office of Grants and Local Services for the Per Capita Program in the Amount of \$206,281.00 for the Renovation of Bagdouma Park Community Pool
- (2) Not Adopt Resolution No. 2020-66 Authorizing the Submission of an Application to the California Department of Parks and Recreation Office of Grants and Local Services for the Per Capita Program in the Amount of \$206,281.00 for the Renovation of Bagdouma Park Community Pool

FISCAL IMPACT:

The total cost for this project is estimated to be approximately \$250,000. While a funding match for this grant is not required, the balance of \$43,719 is recommended to be funded from available fund balances in the General Fund for the completion of this project. Upon receipt of grant award approval, staff is requesting appropriations for the funding allocation amount in the City's Grant Fund (152) for an associated transfer to the General fund (101). Staff is also requesting appropriations for project total costs in the General fund (101).

ATTACHMENTS:

1. Resolution No. 2020-66

Resolution No: 2020-66**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Coachella hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Coachella general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Coachella will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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. 2020-66 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October, 2020, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
10/14/2019

TO: Honorable Mayor and City Council Members

FROM: William Pattison, City Manager

SUBJECT: Adopt Resolution 2020-64 approving the form and authorizing the execution of an official statement and continuing disclosure agreement relating to the issuance of pension obligation bonds and approving additional actions related thereto

STAFF RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1) Adopt City Council Resolution entitled, “Resolution of the City Council of the City of Coachella Approving the Form and Authorizing the Execution of an Official Statement and Continuing Disclosure Agreement Relating to the Issuance of Pension Obligation Bonds and Approving Additional Actions Related Thereto”; and
- 2) Direct Staff to return to Council with a written policy relating to managing of future pension and OPEB liabilities.

BACKGROUND:

The City has taken many actions throughout the years to manage pension costs, including implementing the PEPRA benefit tiers (2013) and having the employees contribute more towards the benefit through negotiations. Since then, there have been many discussions on the challenges of managing pension costs, as the unfunded accrued liability (“UAL”) has increased through various circumstances primarily outside of the City’s control. Below is a summary of actions recently taken by City Council related to the issuance of Pension Obligation Bonds (the “POBs”):

On April 27, 2020, the City Manager authorized UFI to begin work on the pension model outlining the City’s options to fund its current and future pension liabilities.

On May 20, 2020, UFI’s pension model was presented to staff and direction was given to prepare POB validation documents for the City Council consideration.

On June 24, 2020, the City Council authorized the issuance of POBs in a not-to-exceed amount of \$18.2 million, approved documents in connection with issuing the POBs (Trust

Agreement, Bond Purchase Agreement and Good Faith Estimates), and authorized the commencement of judicial validation proceedings related to such issuance.

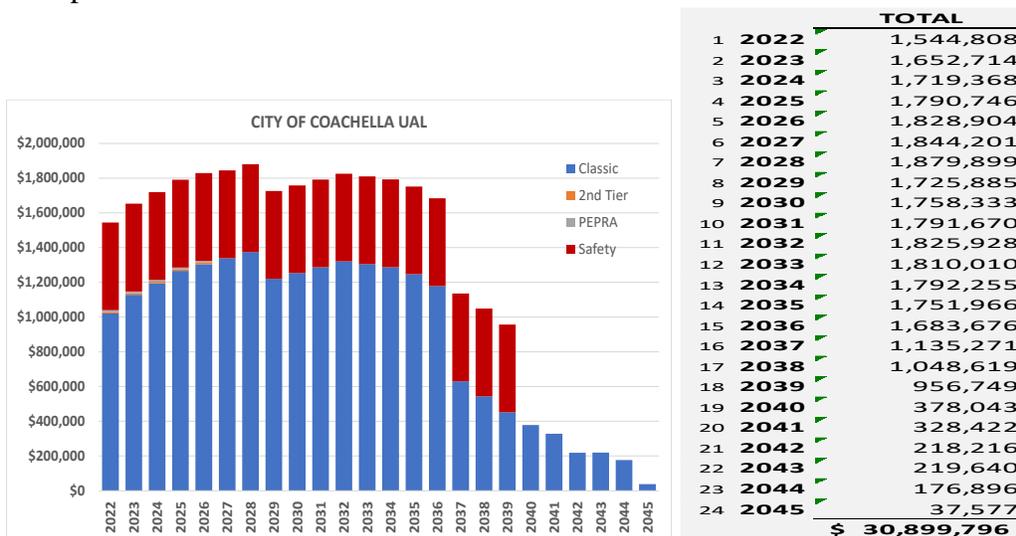
Shortly after City Council approved the resolution on June 24, 2020, the City filed a validation action with the Riverside County Superior Court. The action was not challenged, and a default judgment was entered on September 25, 2020. As a reminder, in California, POBs have generally been designed to be valid without voter approval, pursuant to a judicially created exception to the State Constitutional debt limitation. Unless challenged, the proceedings are largely an administrative matter.

Since completing the judicial validation process, staff and the financing team have been preparing the documents subject to approval this evening and have started dialogue with the rating agency Standard & Poor’s, who will ultimately assign a credit rating to the POBs. Assuming the City Council approves the attached resolution and Preliminary Official Statement this evening, the POBs are expected to be priced and sold to investors in mid-November 2020.

DISCUSSION/ANALYSIS:

Bond Sizing

As of June 30, 2019, the City’s UAL totaled approximately \$17.8 million and is comprised of approximately \$12.6 million for Miscellaneous Plan employees (including Miscellaneous, Miscellaneous 2nd Tier and PEPRA Miscellaneous) and approximately \$5.2 million for Safety Plan employees. Each of the two plans contains amortization bases (bases) shaped by investment performance during the prior fiscal year. The Miscellaneous Plans have 24 individual amortization bases amortized over a period of 24 years. The City’s Safety Plan, which is inactive, was subject to a “fresh start” and has 18 years remaining from its initial 25-year amortization. In aggregate, the plans are approximately 72% funded (ratio of plan assets divided by plan liabilities). Generally, a ratio between 80-90% is considered healthy. The charts below provide a graphic and annual breakdown of current and estimated UAL payments based on the City’s current funding status of both plans.

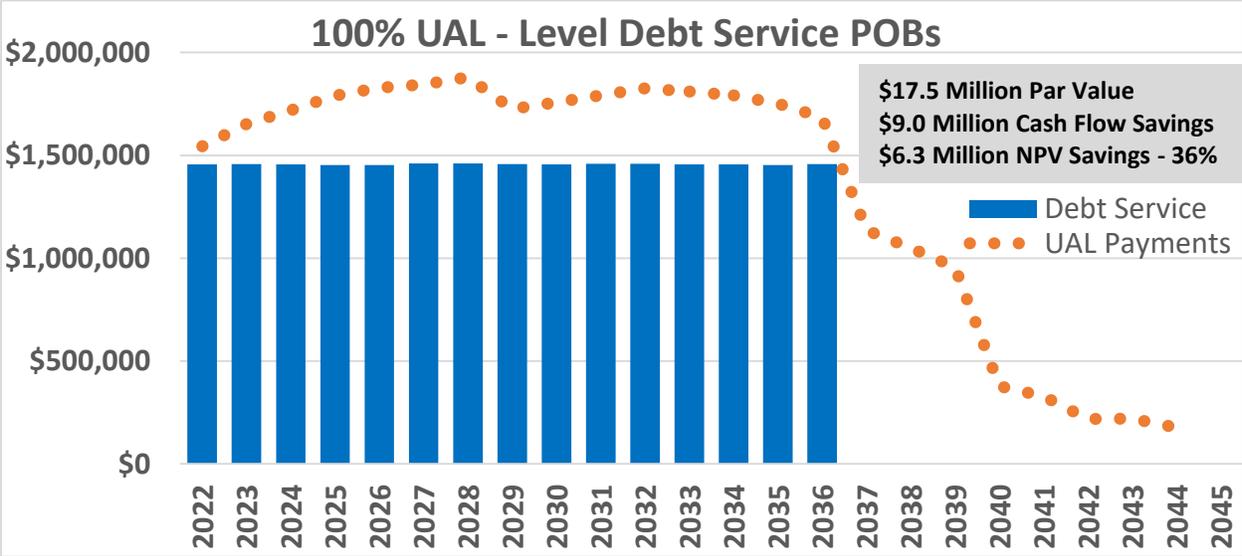


On June 24, 2020, City Council was presented with not-to-exceed amounts for the POBs. Since the City Council’s approval of the validation action, the City has made its Fiscal Year 2020-21 UAL payment at the end of July 2020 in the amount of \$1,261,358. The allocation to CalPERS was approved in the Fiscal Year 2020-21 Budget and the payment was made to ensure the City was able to secure the 3.5% discount on interest rate costs for the fiscal year’s UAL obligation.

As initially scheduled, the financing team anticipated bonds would be issued in October 2020. Unfortunately, case load impacts to the Riverside County Superior Court from COVID-19, extended the validation process by a few months thereby impacting our original financing schedule and funding plan. City staff and the financing team do not believe the delay will have an adverse impact of the savings objectives and funding directives of the Council.

With the objective of maximizing UAL savings, City staff and the financing team working together have evaluated and determined the most cost-effective funding strategy incorporating recent payments and the most up-to-date valuation analysis. Based on the City’s goal to maximize savings, the proposed bond structure is based on the following components:

- 100% UAL = \$17.8 million
 - All Plans: Misc., 2nd Tier, PEPRA & Safety
- Projected Pay-Off
 - November 30, 2020
 - \$ 17,128,208
- POB Assumptions
 - 10-Year Call
 - AA- S&P rating assumption
- POB Structuring Recommendation
 - 15-year Level Debt Service



The estimated savings based on the above recommended structure is \$8.6 million cash flow savings and \$5.7 million net present value savings; equal to 36% savings. The estimated interest rate is 3.2%. This represents an increase in cash flow savings of \$1 million over the estimate in June 2020.

Legal Documents

The legal documents subject to approval this evening are as follows:

- **Preliminary Official Statement:** The Preliminary Official Statement (“POS”) is the offering document with respect to the POBs and contains all material to a prospective investors decision on whether to purchase the POBs. While the financing team has participated in preparing the POS, City Council and staff are ultimately responsible for ensuring the POS is accurate, contains no misleading information and does not omit any information necessary to make the POS not misleading to investors.
- **Continuing Disclosure Agreement:** Executed for the benefit of bondholders, the Continuing Disclosure Agreement obligates the City to file the most recent audited financial statements of the City. The City is also required to report certain events which are significant to bondholders if and when they occur.

After Council approves the resolution this evening, the POS will be made available to the rating agency and prospective investors and some time over the next week and the POBs will be sold to investors.

ALTERNATIVES:

1. Approve resolution 2020-64 as recommended.
2. Refer the matter back to City staff for further analysis or the development of alternative funding strategies.
3. Retain the current funding arrangement with CalPERS.

FISCAL IMPACT:

Despite the delays due to COVID-19 on the completion of the validation process and issuance of the bonds, the structure of financing remains unchanged. The not-to-exceed bond financing remains capped at \$18.2 million, which should be sufficient to refinance 100% of the City’s UAL.

Based on current market conditions, and assuming a bond issuance at the capped amount, total savings are estimated to be more than \$8.6 million over the term of the UAL payment schedule (15 years).

Costs associated with all the actions surrounding the issuance of POBs will be paid from bond proceeds. Not-to-exceed fees for the financing team have been previously approved by City

Council. All costs, except those of Standard & Poor's as the credit rating agency will be contingent upon the successful sale of the bonds.

On June 24, 2020, "Good Faith Estimates" (required by SB 450) were provided to City Council assuming the POBs will be issued in the \$18.2 million not-to-exceed amount. City staff and the financing team have reviewed the estimates and believe they remain valid. Note these amounts are still preliminary and are subject to prevailing market conditions at the time of pricing the POBs.

While the City expects to refinance 100% of the City's June 30, 2019 UAL, it is important to note this action addresses past UALs and does not eliminate future liabilities. UALs may result from changes in market conditions or changes in CalPERS assumptions. In fact, because CalPERS did not reach its 7% investment return for fiscal year 2019-20, and instead posted a 4.7% return, we are aware of an expected UAL of roughly \$1.155 million, which will be amortized over 20-years with the first payment due in fiscal year 22-23. As presented during the June 24th meeting to authorize validation, City staff will return to the City Council with a pension management policy to address and fund future liabilities.

Attachments:

1. Resolution 2020-64
2. Preliminary Official Statement
3. Continuing Disclosure Agreement

RESOLUTION 2020-64

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF AN OFFICIAL STATEMENT AND CONTINUING DISCLOSURE AGREEMENT RELATING TO THE ISSUANCE OF PENSION OBLIGATION BONDS AND APPROVING ADDITIONAL ACTIONS RELATED THERETO

WHEREAS, the City of Coachella (the “City”) has previously adopted Resolution No. 2020-41 on June 24, 2020 approving the issuance of the City of Coachella 2020 Taxable Pension Obligation Bonds in an aggregate principal amount not to exceed \$18,200,000 (the “Bonds”), approving the form and authorizing the execution of a Trust Agreement by and between the City and Wilmington Trust, National Association (the “Trustee”) and a Purchase Contract by and between the City and Samuel A. Ramirez & Co., Inc., as Underwriter, and authorizing the filing of judicial validation proceedings relating to the issuance of the Bonds and approving additional actions related thereto; and

WHEREAS, the City desires to approve the form of and authorize the execution of an Official Statement and Continuing Disclosure Agreement relating to the Bonds;

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

Section 1. The City Council does hereby find and declare that the above recitals are true and correct.

Section 2. The form of the Preliminary Official Statement, presented to the City Council at this meeting and on file with the City Clerk, is hereby approved. The Mayor of the City, the City Manager of the City or their written designees (the “Authorized Officers”) are hereby authorized to make such changes to the Preliminary Official Statement as are necessary to make it final as of its date and are authorized and directed to execute and deliver a certificate deeming the Preliminary Official Statement final as of its date in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. Each of the Authorized Officers is hereby authorized and directed to execute, approve and deliver the final Official Statement, in the form of the Preliminary Official Statement with such changes, insertions and omissions as the Authorized Officer executing said document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

Section 3. The form of the Continuing Disclosure Agreement between the City and the Urban Futures, Inc. (the “Continuing Disclosure Agreement”), presented to the City Council at this meeting and on file with the City Clerk, is hereby approved. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Continuing Disclosure Agreement in substantially said form, with such changes therein as the Authorized Officer executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The Authorized Officers are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereby.

Section 5. This Resolution shall take effect from and after the date of approval and adoption hereof.

The City Clerk of the City of Coachella shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-64 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by and between the City of Coachella (the “City”) and Urban Futures, Inc., as dissemination agent (the “Dissemination Agent”), in connection with the issuance and delivery of \$_____ City of Coachella Taxable Pension Obligation Bonds, Series 2020 (the “Bonds”). The Bonds are issued pursuant to a Trust Agreement, dated as of _____ 1, 2020 (the “Trust Agreement”), by and between the City and Wilmington Trust, N.A. (the “Trustee”).

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Annual Report Date” shall mean March 31 of each year (beginning on March 31, 2021).

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Fiscal Year” shall mean the one-year period ending on June 30 of each year.

“Holder” shall mean a registered owner of the Bonds.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Marketplace Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The City shall provide, or cause the Dissemination Agent to provide, not later than the Annual Report Date to MSRB an Annual Report relating to the immediately preceding Fiscal Year which is consistent with the requirements of Section 4 of this Disclosure Agreement, which Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement.

(b) Not later than 15 business days prior to the Annual Report Date the City shall provide the Annual Report to the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the first sentence of this subsection (b).

(c) If the City is unable to provide to MSRB an Annual Report by the date required in subsection (a), the City, in a timely manner, shall send to MSRB a notice in substantially the form attached hereto as Exhibit A.

SECTION 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

1. The audited financial statements of the City for the most recently completed Fiscal Year, prepared in accordance with generally accepted accounting principles for governmental enterprises as prescribed from time to time by any regulatory body with jurisdiction over the City and by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available;

2. An update, for the fiscal year ended the June 30 next preceding the Annual Report Date, of the information contained in the Official Statement in Table Nos. _____ (to the extent not included in the audited financial statements described in paragraph (1) above).

In addition to any of the information expressly required to be provided under subsections (1) and (2) of this Section, the City shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet Web site or filed with the Securities and Exchange Commission.

SECTION 5. Reporting of Listed Events. The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds (in each case to the extent applicable) in a timely manner not more than ten business days after the occurrence of the event:

1. principal or interest payment delinquencies;
2. non-payment related defaults, if material;
3. modifications to the rights of the Holders, if material;
4. optional, contingent or unscheduled calls, if material, and tender offers;
5. defeasances;
6. rating changes;
7. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
8. unscheduled draws on the debt service reserves reflecting financial difficulties;
9. unscheduled draws on the credit enhancements reflecting financial difficulties;
10. substitution of the credit or liquidity providers or their failure to perform;
11. release, substitution or sale of property securing repayment of the Bonds, if material;
12. bankruptcy, insolvency, receivership or similar proceedings of the City, which shall occur as described below;
13. appointment of a successor or additional trustee or the change of name of a trustee, if material;
14. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
15. incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; or
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

For these purposes, any event described in item 12 of this Section 5 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The term financial obligation means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (3) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

SECTION 6. Termination of Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing 30 days' written notice to the City and the Trustee (if the Trustee is not the Dissemination Agent). The Dissemination Agent shall have no duty to prepare or review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the City in a timely manner and in a form suitable for filing.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that, in the opinion of nationally recognized bond counsel, such amendment or waiver is permitted by the Rule. In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall give notice of such amendment or waiver in the same manner as for a Listed Event under Section 5.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall not thereby have any obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the City to comply with this Disclosure Agreement shall be an action to compel performance.

No Holder or Beneficial Owner of the Bonds may institute such action, suit or proceeding to compel performance unless they shall have first delivered to the City satisfactory written evidence of their status as such, and a written notice of and request to cure such failure, and the City shall have refused to comply therewith within a reasonable time.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent (if other than the City) shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to them hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to MSRB in accordance with this Disclosure Agreement shall be provided in an electronic format prescribed by MSRB and shall be accompanied by identifying information as prescribed by MSRB.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____, 2020

CITY OF COACHELLA

Authorized Signatory

URBAN FUTURES, INC., as Dissemination Agent

Authorized Signatory

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: CITY OF COACHELLA

Name of Issue: CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS, SERIES
2020

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that the City has not provided to the MSRB an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated _____, 2020. The City anticipates that the Annual Report will be filed by _____.

Dated:

CITY OF COACHELLA

By _____

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2020**NEW ISSUE—BOOK-ENTRY ONLY****RATING: S&P: “_____”
(See “RATING” herein)**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code but interest on the Bonds is exempt from State of California personal income tax. See “TAX MATTERS” herein.

\$ _____*

CITY OF COACHELLA
TAXABLE PENSION OBLIGATION BONDS
SERIES 2020

Dated: Date of Delivery**Due: July 1, as shown on the inside front cover**

The City of Coachella (the “City”) is issuing its \$ _____ Taxable Pension Obligation Bonds, Series 2020 (the “Bonds”), pursuant to a Trust Agreement, dated as of _____ 1, 2020, by and between the City and Wilmington Trust, N.A., as trustee, and pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. The Bonds are being issued to: (i) pay the City’s currently unamortized, unfunded accrued liability (“Unfunded Liability”) to the California Public Employees’ Retirement System (“CalPERS”) for the benefit of the City’s employees, and (ii) pay costs of issuance of the Bonds. See “PLAN OF REFINANCING” herein.

The Bonds will be delivered in fully registered form only, and when delivered will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). See “THE BONDS—General” herein. So long as Cede & Co. is the registered owner of the Bonds, references herein to the owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

The interest on the Bonds is payable semiannually on January 1 and July 1 (each an “Interest Payment Date”) of each year, commencing July 1, 2021, through the maturity date of such Bonds. The Bonds will be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds will be issued in such principal amounts, and will bear interest at the rates, payable on the dates as shown on the inside front cover of this Official Statement.

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein. See “THE BONDS” herein.

THE OBLIGATIONS OF THE CITY UNDER THE BONDS, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS OF THE INTEREST ON AND THE PRINCIPAL OF THE BONDS WHEN DUE OR UPON PRIOR REDEMPTION, ARE ABSOLUTE AND UNCONDITIONAL, WITHOUT ANY RIGHT OF SET-OFF OR COUNTERCLAIM. THE BONDS DO NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS.”

This cover page and the inside front cover page contain information for reference only. They are not a summary of this issue. Investors must read the entire Official Statement to obtain information essential in making an informed investment decision.

The Bonds will be offered when, as and if issued, and received by the Underwriter, subject to approval as to their legality by Stradling Carlson Yocca & Rauth, a Professional Corporation, Newport Beach, California, as Bond Counsel to the City. Certain additional matters will be passed upon by Nixon Peabody LLP, as Disclosure Counsel to the City. Certain other legal matters will be passed upon for the City by the City Attorney, for the Underwriter by Jones Hall, A Professional Law Corporation, San Francisco, California and for the Trustee by its counsel. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2020.

[RAMIREZ LOGO]

Dated: _____, 2020

* Preliminary; subject to change.

\$ _____
CITY OF COACHELLA
TAXABLE PENSION OBLIGATION BONDS
SERIES 2020

MATURITY SCHEDULE

Base CUSIP[†]: _____

| Maturity (July 1) | Principal Amount | Interest Rate | Yield | Price | CUSIP[†] |
|------------------------------|-----------------------------|--------------------------|--------------|--------------|--------------------------|
|------------------------------|-----------------------------|--------------------------|--------------|--------------|--------------------------|

\$ _____ % Term Bond due July 1, 20 ____; Yield ____%; Price ____%; CUSIP[†]: _____

\$ _____ % Term Bond due July 1, 20 ____; Yield ____%; Price ____%; CUSIP[†]: _____

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright(c) 2020 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

**CITY OF COACHELLA
COUNTY OF RIVERSIDE, CALIFORNIA**

CITY COUNCIL

Steven Hernandez, *Mayor*
Emmanuel Martinez, *Mayor Pro-Tem*
Philip “Felipe” Bautista, *Council Member*
Megan Beaman Jacinto, *Council Member*
Josie Gonzalez, *Council Member*

CITY OFFICIALS

Arturo Aviles, *Treasurer*
William Pattison, *City Manager**
Nathan Statham, *Finance Director*
Angela M. Zepeda, *City Clerk*
Best Best & Krieger LLP, *City Attorney*

MUNICIPAL ADVISOR

Urban Futures, Inc.
Tustin, California

BOND COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

DISCLOSURE COUNSEL

Nixon Peabody LLP
Los Angeles, California

TRUSTEE

Wilmington Trust, N.A.
Costa Mesa, California

* [Discuss Mr. Pattison’s announcement regarding retirement.]

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. The information set forth herein has been obtained from sources which are believed to be current and reliable. This information and the expression of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. Estimates and opinions are included and should not be interpreted as statements of facts. Summaries of documents do not purport to be complete statements of their provisions and such summaries are qualified by references to the entire contents of the summarized documents.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is not to be construed as a contract with the purchasers of any of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts. Reference is hereby made to such documents on file with the City for further information in connection therewith. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not reproduced or used, in whole or in part, for any other purpose.

NONE OF THE BONDS HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. NONE OF THE BONDS HAVE BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. Forward-looking statements in this Official Statement are subject to risks and uncertainties. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The City does not plan to issue any updates or revisions to those forward-looking statements if or when expectations or events, conditions or circumstances on which such statements are based occur.

TABLE OF CONTENTS

| | <u>Page</u> | | <u>Page</u> |
|-----------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------|-------------|
| INTRODUCTION | 1 | RISK FACTORS | 34 |
| General | 1 | City Obligations | 35 |
| Validation | 2 | COVID-19 Pandemic | 35 |
| No Reserve Fund | 2 | Increasing Retirement Related Costs | 35 |
| Continuing Disclosure | 2 | Dependence on State for Certain Revenues | 35 |
| Forward-Looking Statements | 2 | Natural Disasters | 36 |
| Miscellaneous | 2 | Hazardous Substances | 36 |
| THE BONDS | 3 | Cybersecurity | 37 |
| General | 3 | Limitation on Sources of Revenues; Additional Expenditures | 37 |
| Optional Redemption of the Bonds | 3 | Limitation on Remedies; Bankruptcy | 37 |
| Mandatory Sinking Fund Redemption of the Bonds | 3 | Limited Secondary Market | 38 |
| Notice of Redemption | 4 | Changes in Law | 38 |
| Selection of Bonds for Redemption | 5 | CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS | 38 |
| SECURITY AND SOURCE OF PAYMENT FOR THE BONDS | 5 | Article XIII A of the California Constitution ... | 38 |
| Bond Payments | 5 | Article XIII B of the California Constitution.... | 39 |
| Revenue Fund | 6 | Proposition 62 | 40 |
| Limited Obligations | 6 | Proposition 218 | 41 |
| PLAN OF REFINANCING | 7 | Unitary Property | 43 |
| ESTIMATED SOURCES AND USES OF FUNDS | 7 | Proposition 22 | 43 |
| ANNUAL DEBT SERVICE REQUIREMENTS | 8 | Proposition 1A | 44 |
| THE CITY | 8 | Proposition 26 | 44 |
| General | 8 | Future Initiatives | 44 |
| Government and Administration | 8 | TAX MATTERS | 45 |
| City Employees | 9 | VALIDATION | 45 |
| CITY FINANCIAL INFORMATION | 9 | CERTAIN LEGAL MATTERS | 46 |
| Overview | 9 | LITIGATION | 46 |
| Accounting and Financial Reporting | 10 | RATING | 46 |
| Budget Procedure, Current Budget and Historical Budget Information | 12 | FINANCIAL STATEMENTS OF THE CITY ... | 46 |
| Comparative Change in Fund Balance of the City General Fund | 15 | CONTINUING DISCLOSURE | 46 |
| Comparative General Fund Balance Sheets of the City | 16 | UNDERWRITING | 47 |
| Major Revenues | 17 | MUNICIPAL ADVISOR | 47 |
| State of California Motor Vehicle In-Lieu Payments | 17 | MISCELLANEOUS | 47 |
| Measure U Taxes | 18 | APPENDIX A—THE CITY OF COACHELLA AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2019 | A-1 |
| Sales Taxes | 18 | APPENDIX B—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY OF COACHELLA ... | B-1 |
| Utility Users Taxes | 19 | APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT | C-1 |
| Property Taxes | 20 | APPENDIX D—PROPOSED FORM OF BOND COUNSEL OPINION | D-1 |
| Other Taxes | 24 | APPENDIX E—FORM OF CONTINUING DISCLOSURE AGREEMENT | E-1 |
| General Fund Reserves | 24 | APPENDIX F—BOOK-ENTRY SYSTEM | F-1 |
| Indebtedness | 24 | | |
| Retirement Contributions | 25 | | |
| Other Post-Employment Benefits | 31 | | |
| City Investment Policy | 33 | | |
| Insurance | 33 | | |
| State Budget Information | 34 | | |

OFFICIAL STATEMENT

\$ _____ *

CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS SERIES 2020

INTRODUCTION

This introduction contains only a brief summary of certain of the terms of the Bonds being offered, and a brief description of the Official Statement. All statements contained in this introduction are qualified in their entirety by reference to the entire Official Statement. References to, and summaries of, provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

General

This Official Statement provides certain information concerning the issuance, sale and delivery of the City of Coachella Taxable Pension Obligation Bonds, Series 2020 (the “Bonds”), in the aggregate principal amount of \$ _____. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Trust Agreement (the “Trust Agreement”), dated as of _____ 1, 2020, by and between the City of Coachella (the “City”) and Wilmington Trust, N.A., as trustee (the “Trustee”). For definitions of certain words and terms used but not otherwise defined herein, see APPENDIX C—“SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT.”

The City is a member of the California Public Employees’ Retirement System (“CalPERS”), an agent multiple-employer public employee defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California (the “State”), including the City. As such, the City is obligated by the Public Employees’ Retirement Law, constituting Part 3 of Division 5 of Title 2 of the California Government Code (the “Retirement Law”), and the contract between the Board of Administration of CalPERS and the City Council of the City, effective _____, as such contract has been amended from time-to-time (as amended, the “CalPERS Contract”), to make contributions to CalPERS to (a) fund pension benefits for City employees who are members of CalPERS, (b) amortize the unfunded actuarial liability with respect to such pension benefits, and (c) appropriate funds for such purposes. The City participates in two retirement plans (with tiers within such plans) under the CalPERS Contract. The City is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the “Refunding Bond Law”), to issue bonds for the purpose of refunding obligations evidenced by the CalPERS Contract. The Bonds are authorized and issued pursuant to the Trust Agreement and a resolution of issuance adopted by the City Council of the City (the “Council”) on June 24, 2020 (the “Resolution”). The proceeds from the sale of the Bonds (exclusive of costs of issuance) will be used to refund the City’s obligations to CalPERS evidenced by the two retirement plans in which the City participates pursuant to the CalPERS Contract and representing the current unamortized, unfunded accrued liability (the “Unfunded Liability”) with respect to certain pension benefits under the Retirement Law.

The obligations of the City under the CalPERS Contract and the Bonds, including the City’s obligation to make all payments of interest and principal when due, are absolute and unconditional, without

* Preliminary; subject to change.

any right of set-off or counterclaim. The Bonds are not limited as to payment to any special source of funds of the City.

THE BONDS DO NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE PAYMENTS WITH RESPECT TO THE BONDS CONSTITUTES AN INDEBTEDNESS OF THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

Validation

On September 25, 2020, a default judgment (the “Validation Judgment”) was entered by the Superior Court of the State of California for the County of Riverside in the case entitled City of Coachella v. All Persons Interested et al., (Case No. PSC2002998). The Validation Judgment was entered in connection with an action which was initiated by the City in connection with the issuance of City pension obligation bonds, including the Bonds. See “VALIDATION.”

No Reserve Fund

The City has not funded a reserve fund in connection with the issuance of the Bonds.

Continuing Disclosure

The City has covenanted for the benefit of the Holders of the Bonds to provide, or cause to be provided, to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access platform (EMMA) certain annual financial information and operating data and, in a timely manner, notice of certain enumerated events. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) (the “Rule”). See “APPENDIX E—FORM OF CONTINUING DISCLOSURE AGREEMENT” for a description of the specific nature of the annual report and notices of enumerated events and a summary description of the terms of the Disclosure Certificate pursuant to which such reports are to be made. The City and its related entities have entered into previous undertakings to provide continuing disclosure pursuant to the Rule. See “CONTINUING DISCLOSURE” herein.

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Although such expectations reflected in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. The City is not obligated to issue any updates or revisions to the forward-looking statements if, or when, its expectations, or events, conditions or circumstances on which such statements are based change.

Miscellaneous

The information and expressions of opinion herein speak only as of their date and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder nor any

future use of this Official Statement will, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

Included herein are brief summaries of the Trust Agreement and certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. See APPENDIX C—“SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT” attached hereto. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or Holders of the Bonds. Copies of the documents are on file and available for inspection at the corporate trust office of the Trustee in Costa Mesa, California. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as the Trust Agreement. See APPENDIX C—“SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT” attached hereto for definitions of certain words and terms used by not otherwise defined herein.

THE BONDS

General

The Bonds will be issued in fully registered form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as Securities Depository for the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only, in the denominations hereinafter set forth. Principal, premium, if any, and interest on the Bonds will be payable by the Trustee to DTC, which is obligated in turn to remit such principal and interest to DTC Participants for subsequent disbursement to Beneficial Owners (herein defined) of the Bonds. See APPENDIX F—“BOOK-ENTRY SYSTEM” herein.

The Bonds will be dated the date of delivery, mature on the dates and in the principal amounts and bear interest at the rates set forth on the inside front cover page of this Official Statement. The Bonds will be delivered in denominations equal to \$5,000 or any integral multiple thereof. Interest on the Bonds will be payable on each January 1 and July 1, commencing July 1, 2021, by check mailed by first class mail on such interest payment date to such registered holders at the address shown on the registration books maintained by the Trustee; provided, however, that any Holder of at least \$1,000,000 in aggregate principal amount of Bonds may be paid interest by wire transfer upon written request submitted to the Trustee prior to the Record Date immediately preceding the applicable Interest Payment Date. “Record Date” means the fifteenth day of each calendar month preceding any Interest Payment Date, regardless of whether such day is a Business Day.

Optional Redemption of the Bonds

The Bonds maturing on or after July 1, 20__ may be redeemed at the option of the City from any source of funds on any date on or after July 1, 20__ in whole or in part from such maturities as are selected by the City at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption, without premium.

Mandatory Sinking Fund Redemption of the Bonds

The Bonds maturing July 1, 20__ (the “20__ Term Bonds”) are subject to mandatory sinking fund redemption at a redemption price equal to the principal amount of such Bonds to be redeemed, plus accrued interest to the redemption date, without premium. The 20__ Term Bonds shall be so redeemed on the following dates and in the following amounts:

Redemption Date
(July 1)

Principal
Amount

The Bonds maturing July 1, 20__ (the “20__ Term Bonds” and together with the 20__ Term Bonds, the “Term Bonds”) are subject to mandatory sinking fund redemption at a redemption price equal to the principal amount of such Bonds to be redeemed, plus accrued interest to the redemption date, without premium. The 20__ Term Bonds shall be so redeemed on the following dates and in the following amounts:

Redemption Date
(July 1)

Principal
Amount

On or before the forty-fifth day prior to any mandatory sinking fund redemption date, the Trustee shall proceed to select for redemption pro-rata from all Term Bonds an aggregate principal amount of such Term Bonds equal to the amount for such year as set forth in the table above and shall call such Term Bonds or portions thereof for redemption and give notice of such redemption in accordance with the terms of the Trust Agreement. At the option of the City, to be exercised by delivery of a written certificate to the Trustee on or before the sixtieth day next preceding any mandatory sinking fund redemption date, it may (a) deliver to the Trustee for cancellation Term Bonds or portions thereof (in the amount of an Authorized Denomination) of the stated maturity subject to such redemption or (b) specify a principal amount of such Term Bonds or portions thereof (in the amount of an Authorized Denomination) which prior to said date have been purchased or redeemed and cancelled by the Trustee at the request of the City and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. In the event that the Term Bonds are optionally redeemed, in part, the foregoing mandatory sinking fund payments will be reduced as nearly as practicable on a pro-rata basis in integral multiples of \$5,000.

Notice of Redemption

Notice of redemption shall be given by the Trustee, not less than thirty (30) nor more than sixty (60) days prior to the redemption date: (i) in the case of Bonds not registered in the name of a Securities Depository or its nominee, to the respective Holders of the Bonds designated for redemption at their addresses appearing on the registration books of the Trustee; (ii) in the case of Bonds registered in the name of a Securities Depository or its nominee, to such Securities Depository for such Bonds; and (iii) to the Information Services. Notice of redemption to the Holders pursuant to (i) above shall be given by mail at their addresses appearing on the registration books of the Trustee, or any other method agreed upon by such Holder and the Trustee. Notice of redemption to the Securities Depositories pursuant to (ii) above and the Information Services pursuant to (iii) above shall be given by electronically secure means, or any other method agreed upon by such entities and the Trustee. Notwithstanding the foregoing, so long as DTC is acting as securities depository for the Bonds, notice of redemption will be given by sending copies of such notice to DTC (and not to the Beneficial Owners of the Bonds designated for redemption).

Each notice of redemption shall state the Bonds or designated portions thereof to be redeemed, the date of redemption, the place of redemption, the redemption price, the CUSIP number (if any) of the Bonds to

be redeemed, the distinctive numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed, the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or part. Each such notice shall also state that on said date there will become due and payable on each of the Bonds to be redeemed the redemption price, and redemption premium, if any, thereof, and that from and after such redemption date interest thereon shall cease to accrue. Failure to receive such notice or any defect therein shall not invalidate any of the proceedings taken in connection with such redemption.

Failure to give the notices described in the Trust Agreement or any defect therein shall not in any manner affect the redemption of any Bonds. Any notice sent as provided in the Trust Agreement will be conclusively presumed to have been given whether or not actually received by the addressee.

The City shall have the right to rescind any notice of optional redemption previously sent pursuant to the Trust Agreement. Any such notice of rescission shall be sent in the same manner as the notice of redemption. Neither the City nor the Trustee shall incur any liability, to Bondholder, DTC, or otherwise, as a result of a rescission of a notice of redemption.

Selection of Bonds for Redemption

Bonds are subject to redemption pro rata within a maturity. So long as DTC is securities depository for the Bonds, there will be only one registered owner and neither the City nor the Trustee will have responsibility for prorating partial redemptions among beneficial owners of Bonds. Upon surrender of a Bond to be redeemed in part, the Trustee will authenticate for the registered owner a new Bond or Bonds of the same maturity and tenor equal in principal amount to the unredeemed portion of the Bond surrendered.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

Bond Payments

The obligations of the City under the Bonds, including the obligation to make all payments of principal, premium, if any and interest when due, are absolute and unconditional, without any right of set-off or counterclaim.

The Trust Agreement requires that the City: (i) no later than the Closing Date, deliver funds to the Trustee for deposit to the Revenue Fund (as defined below) in an aggregate amount equal to the Deposit Amount for the first Payment Calculation Period, and (ii) no later than July 31 of each year beginning in 2021, deliver funds to the Trustee for deposit to the Revenue Fund in an aggregate amount equal to the aggregate amount of principal and interest required to be paid on the Bonds (the "Deposit Amount") (less amounts on deposit in the Revenue Fund) for the Payment Calculation Period in which such July 31 falls. No assurance can be given as to the amount and source of money available in the City treasury for such transfer at any particular time. However, the Trust Agreement provides that the City shall punctually pay the interest on and the principal of and premium, if any, to become due on the Bonds.

"Payment Calculation Period" means the twelve-month period commencing on each July 2 and ending on the next succeeding July 1, except that the first Payment Calculation Period shall commence on the Closing Date and end on July 1, 2021.

From time to time, the City may enter into (i) one or more other trust agreements or indentures and/or (ii) one or more supplemental agreements supplementing and/or amending the Trust Agreement, for the purpose of providing for the issuance of Additional Bonds to refund the Bonds or to refund any Unfunded Liability under the CalPERS Contract, any other obligations due to CalPERS, or any bonds issued to refund the Unfunded Liability. Such Additional Bonds may be issued on a parity with the Bonds.

Revenue Fund

The Trust Agreement creates the “City of Coachella Taxable Pension Obligation Bonds, Series 2020 Revenue Fund” (the “Revenue Fund”) and a “Bond Interest Account” and “Bond Principal Account” therein.

All amounts received by the Trustee from the City in respect of interest payments on the Bonds shall be deposited in the Bond Interest Account and shall be disbursed to the applicable Bondholders to pay interest on the Bonds. All amounts held at any time in the Bond Interest Account shall be held for the security and payment of interest on the Bonds pursuant to the Trust Agreement. If at any time funds on deposit in the Bond Interest Account are insufficient to provide for the payment of such interest, the City shall promptly deposit funds to such Account to cure such deficiency. On July 2 of each year beginning in 2021, so long as no Event of Default under the Trust Agreement has occurred and is continuing, the Trustee shall wire transfer all amounts on deposit in the Bond Interest Account to the City to be used for any lawful purpose.

All amounts received by the Trustee from the City in respect of principal payments on the Bonds shall be deposited in the Bond Principal Account and all amounts in the Bond Principal Account will be disbursed to pay principal on the Bonds pursuant to the Trust Agreement. If at any time funds on deposit in the Bond Principal Account are insufficient to provide for the payment of such principal, the City shall promptly deposit funds to such Account to cure such deficiency.

The moneys in such Revenue Fund and the accounts therein shall be held by the Trustee in trust and applied as provided in the Trust Agreement and, pending such application, shall be subject to a lien and charge in favor of the Holders of the Bonds issued and Outstanding under the Trust Agreement.

As described above, the City may issue Additional Bonds under the Trust Agreement. In the event the City issues Additional Bonds under the Trust Agreement, amounts on deposit in the Revenue Fund and the accounts therein will secure the Bonds and such Additional Bonds on a parity basis.

Limited Obligations

THE BONDS ARE GENERAL OBLIGATIONS OF THE CITY PAYABLE FROM ANY LAWFULLY AVAILABLE FUNDS OF THE CITY AND ARE NOT LIMITED AS TO PAYMENT TO ANY SPECIAL SOURCE OF FUNDS OF THE CITY. THE BONDS DO NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE PAYMENTS WITH RESPECT TO THE BONDS CONSTITUTES AN INDEBTEDNESS OF THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The City will in each Fiscal Year include in its budget a provision to provide funds in an amount sufficient to pay the principal, premium, if any, and interest on the Bonds coming due in such Fiscal Year, but only to the extent that such amounts exceed the amount of available funds then on deposit in the Revenue Fund, and shall make annual appropriations for all such amounts. If such principal, premium, if any, and interest on the Bonds coming due in any Fiscal Year exceeds the sum of amounts budgeted in respect thereof together with amounts then on deposit in the Revenue Fund, then the City will amend or supplement the budget to provide for such excess amounts.

PLAN OF REFINANCING

On September 25, 2020, the Superior Court of the State of California in and for the County of Riverside (the “County”) entered a default judgment to the effect, among other things, that (i) the Trust Agreement will be a valid, legal and binding obligation of the City and the approval thereof was in conformity with applicable provisions of law and (ii) the City has the authority under California law to provide for the refunding of its Unfunded Liability and its normal annual contributions for a fiscal year by issuing bonds and applying the proceeds of bonds to the retirement of the its Unfunded Liability and payment of its current year normal annual contributions.

CalPERS has notified the City as to the amount of the Unfunded Liability based on the June 30, 2018 actuarial valuation, which is the most recent actuarial valuation performed by CalPERS for the City’s Miscellaneous Plan and Safety Plan. Based on the June 30, 2018 actuarial valuation as reported by CalPERS to the City, CalPERS has projected the City’s total Unfunded Liability under the CalPERS Contract to be \$_____ as of _____, consisting of \$_____ with respect to the City’s Miscellaneous Plans and \$_____ with respect to the City’s Safety Plan. The Bonds are being issued to finance the [total] Unfunded Liability as of _____. Upon the issuance of the Bonds, the City will pay \$_____ to CalPERS for deposit to the CalPERS Payment Fund. [With this deposit, the City will have fully funded its Unfunded Liability as of _____ and will not be required to make any further payments to CalPERS with respect to the Unfunded Liability refinanced by the Bonds.] It is possible that CalPERS will determine at a future date that an additional unfunded liability exists that is attributable to the City if actual plan experience differs from the current actuarial estimates.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Bonds are estimated to be applied as set forth below.

Estimated Sources of Funds

Principal Amount of Bonds
Total Sources of Funds

Estimated Uses of Funds

Funding of the Unfunded Liability and normal annual contribution⁽¹⁾
Costs of Issuance⁽²⁾
Total Uses of Funds

⁽¹⁾ Deposit to CalPERS Payment Fund. See “PLAN OF REFINANCING” herein.
⁽²⁾ Includes Underwriter’s discount, rating fees, legal fees, printing costs, trustee fees and other costs of issuance deposited in the Costs of Issuance Fund.

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ANNUAL DEBT SERVICE REQUIREMENTS

The following table sets forth the amounts required to be made available for the payment of principal of the Bonds, at maturity or by mandatory sinking fund redemption, for the payment of interest on the Bonds, and for the total debt service on the Bonds, assuming no optional redemption occurs prior to maturity.

| <i>Year Ending July 1</i> | <i>Principal</i> | <i>Interest</i> | <i>Total</i> |
|-------------------------------|------------------|-----------------|--------------|
| Total | _____ | _____ | _____ |
| | ===== | ===== | ===== |

THE CITY

General

The City is located in the center of the County at the east end of the Coachella Valley, approximately 134 miles east of Los Angeles and 30 miles southeast of Palm Springs. The City covers an area in excess of 28 square miles and had a population of approximately 47,186 as of January 2020. Interstate 10 and State Routes 86 and 111 traverse the City. The City was incorporated in 1946 and is a general law city operating under a council-manager form of government. Further information concerning the City is set forth below and in Appendix B.

Government and Administration

The City operates under a council-manager form of government, which consists of a Mayor, Mayor Pro-Tem, three Councilmembers and the City Manager. The position of Mayor is independently elected every two years, while the position of Mayor Pro-Tem is rotated among the other elected Councilmembers. The five City Council members are elected at large for staggered four-year terms.

The City Manager, appointed by the City Council, serves as the City's chief administrative officer and is responsible for the management of all City services and oversees the daily operations of City departments. Functions of the City Manager's Office include implementation and administration of policies and programs adopted by the City Council and the preparation of the annual budget.

Bill Pattison is the City Manager. Mr. Pattison was appointed City Manager in January 2017. Prior to being appointed City Manager, Mr. Pattison was the Finance Director of the City, overseeing the City's finance, accounting, accounts payable, billing, payroll processing, employee insurance, budget reporting and bond issuance functions. Mr. Pattison was appointed Finance Director in August 2010. Prior to joining the City, Mr. Pattison worked for the Town of Apple Valley from 2007 through 2010 as an Assistant Town Manager, and as the Finance Director for the City of Hemet from 2000 through 2007. Mr. Pattison has a Bachelor of Science Degree and a Master of Business Administration from California State University, San Bernardino and is a licensed Certified Public Accountant in the State of California.

Nathan Statham is the City's Finance Director. Mr. Statham was appointed Finance Director in March of 2020 and oversees the City's finance, accounting, accounts payable, billing, payroll processing, budgeting, bond issuance and financial reporting functions. Prior to joining the City, Mr. Statham filled an equivalent roll for the City of La Verne from January 2018 through March 2020. From January 2012 through December 2017 Mr. Statham was a municipal auditor with the audit firm Rogers, Anderson, Malody and Scott, LLP. Mr. Statham has a Bachelor Degree and Master of Business Administration from California State University, San Bernardino and is a licensed Certified Public Accountant in the State of California.

City Employees

The City had approximately 72 full-time equivalent employees as of June 30, 2020, including employees of the Coachella Water Authority and the Coachella Sanitary District, which provide water and wastewater service, respectively, to City residents. Most of the City's employees are represented by the Coachella City Employees Association (the "**Union**"), with relations between the Union and the City governed by a memorandum of understanding (the "**MOU**"). The current MOU extends through June 30, 2021. Certain management and confidential employees are exempt from collective bargaining. Compensation for such employees is governed by the resolution of the City Council. The City has never experienced a strike, slowdown or work stoppage.

The City provides code enforcement, development services, economic development, park and street maintenance, planning and zoning and engineering services to City residents. Police protection is provided by contract with the Riverside County Sheriff's Office, fire protection is provided by contract with the Riverside County Fire Department, library services are provided by the Riverside County Library System, electricity service is provided by the Imperial Irrigation District, refuse collection is provided by contract with Burrtec Waste and Recycling Services, public transit is provided by contract with Sunline Transit Agency and cable television service is provided by Time Warner Cable. Water and wastewater services are provided through the Coachella Water Authority and the Coachella Sanitary District, which are legally separate component units of the City for which the City Council serves as the board of directors.

CITY FINANCIAL INFORMATION

Overview

The following is a description of the City's budget process, current budget, historical budget information, changes in fund balance, balance sheets, major revenues and expenditures, indebtedness, investments and certain other financial information relating to the City.

The City's audited financial statements along with accompanying notes and opinions from the Auditor for the Fiscal Year ended June 30, 2019, which is the City's most recent audited Fiscal Year, are set forth in

Appendix A. The City's financial statements are public documents and are included within this Official Statement without the prior approval the Auditor. Accordingly, the Auditor has not performed any post-audit analysis of the financial condition of the City.

Included in the City's audited financial statements is the City Management's Discussion and Analysis, which is not audited, but is supplementary information required by the Governmental Accounting Standards Board ("GASB"). Management's Discussion and Analysis presents a summary and overview of the City's financial condition. Management's Discussion and Analysis should be reviewed in conjunction with the information presented below to obtain an understanding of the City's financial condition.

COVID-19 Pandemic

The recent global outbreak of the novel coronavirus COVID-19 ("COVID-19"), a respiratory disease declared to be a pandemic (the "Pandemic") by the World Health Organization, is significantly affecting the national capital markets and national, state and local economies. See "RISK FACTORS – COVID-19 Pandemic" herein.

[The City has held recent meetings of its Council remotely, unhindered by the COVID-19 Pandemic. The City's employees and consultants have continued to work on site and remotely, leveraging available technology to continue City operations. The City currently does not expect its business operations to be materially curtailed.]

The City has identified sales tax revenue as the primary revenue source to be affected by COVID-19. The City's Fiscal Year 2020-21 budget takes this into account by reducing budgeted sales tax revenues by 20% (\$1,550,000). Sales tax revenue for Fiscal Year 2019-20 showed a 2.7% (\$216,445) decline from the original budgeted amount. Sales tax revenue reported for the first half of calendar year 2020 reflects a decrease of 9.8% (\$364,435) when compared to the same period of the prior year. Based on this data, the City is not currently anticipating the need for additional steps to mitigate financial challenges related to COVID-19.

Accounting and Financial Reporting

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") and the standards established by GASB. In certain cases, GAAP requires or permits moneys collected in one Fiscal Year to be recognized as revenue in a subsequent Fiscal Year and requires or permits expenses paid or incurred in one Fiscal Year to be recognized as expenses in a subsequent Fiscal Year. See Appendix B. Except as otherwise expressly noted herein, all financial information derived from the City's audited financial statements reflects the application of GAAP.

Comprehensive financial statements are produced following the close of each Fiscal Year. The City Council employs an independent certified public accountant, who, at such time or times as specified by the City Council, at least annually, and at such other times as the City Council determines, examines certain financial statements of the City in accordance with GAAP, including tests of those accounting records and other auditing procedures as such accountant considers necessary. As soon as practicable after the end of each Fiscal Year, a final audit and report pertaining to those financial statements is submitted by the independent certified public accountant to the City Council.

The City's basic financial statements consist of government-wide statements, including the Statement of Net Position and the Statement of Activities, and fund financial statements, which provide a more detailed level of financial information. The Government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental

revenues, are reported separately from business-type activities, which rely to a significant extent on fee and charges for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are expenses that are clearly identifiable with a specific program, project, function or segment. Program revenues of the City include: (i) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges that are provided by a given function or segments; and (ii) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items that are properly not included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major proprietary funds are reported as separate columns in the fund financial statements.

Net assets, which is equity, is reported in the following categories: (a) net investment in capital assets, which represents the City's equity interest in the capital assets; (b) restricted assets, which are net assets the use of which is not subject to the City's own discretion; and (c) unrestricted net assets, which are the remaining assets. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then to use unrestricted resources as needed.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements, except for agency funds which have no measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the providers have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current Fiscal Year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Taxes, intergovernmental revenues, licenses, and interest associated with the current Fiscal Year are all considered to be susceptible to accrual, and are therefore recognized as revenues of the current Fiscal Year. Only the portion of special assessments receivable due within the current Fiscal Year is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those that are required to be accounted for in another fund. It is expected that Rental Payments will be paid from amounts in the General Fund. Tables 1 through 3 below set forth certain historical and current Fiscal Year budget information for the General Fund. Information on the remaining governmental funds of the City as of June 30, 2019 is set forth in Appendix B.

Budget Procedure, Current Budget and Historical Budget Information

The budget process begins in January of each year. The proposed budget is prepared by the City Manager and transmitted to the City Council for review. Once transmitted to the City Council, the proposed budget is made available for public inspection. A public hearing is held to give the public the opportunity to comment upon the proposed budget, and notice of such public hearing is given in a newspaper of general circulation.

An annual budget is adopted by the City Council prior to the first day of each Fiscal Year, or if necessary no later than 45 days after the beginning of the Fiscal Year. If the budget is not adopted by the beginning of the Fiscal Year, a resolution authorizing the continuation of necessary and essential expenditures to operate the City will be adopted prior to the beginning of the Fiscal Year. The following is a summary of the City's budget calendar:

- January – Budget materials distributed to departments
- February – Preliminary revenue estimates due
- March – Operating and capital improvement program budgets due
- March/April – Fund balances and budget requests are reviewed by the Administrative Services Department and the City Manager's Office
- April/May – Final budgetary adjustments made; budget documents prepared and printed
- June – Presentation of the operating and capital improvement program budgets at a Budget Workshop; City Council adopts the operating and capital improvement program budgets by resolution

The adoption of the annual budget for each component unit is accomplished by the approval of a Budget Resolution. The level of budgetary control is by department within the fund. Any budget modifications that would result in an appropriation increase, a transfer of appropriations among departments or an appropriation transfer within a department for the purpose of increasing a salary appropriation requires City Council approval. The City Manager is authorized to transfer non-salary related appropriations within a department budget. All appropriations that are not obligated, encumbered or expended at the end of the Fiscal Year lapse and become part of the unreserved fund balance that may be appropriated for the next Fiscal Year.

In late February, the Finance Department prepares and distributes a Budget Preparation Package. The package includes maintenance and operations history, which is used to guide departments in developing their non-personnel expenditure needs for the new Fiscal Year, and itemized costs of capital outlay items that staff is requesting for the new Fiscal Year. This procedure serves the additional purpose of assisting the Finance Department in identifying new fixed asset record requirements.

Each year from approximately the beginning of April through mid-April, the City Manager, the Finance Director and the Accounting Manager (who comprise the budget committee) meet with each department and agency to discuss their respective budget packages. These sessions include discussions of goals and objectives, staffing needs and assumptions used to develop budget line item requests. A computer-generated staffing model is employed to create salary and benefits information based on input from the Human Resources Manager and in conjunction with current bargaining unit agreements. The model generates salary and benefit costs that are combined with non-personnel information and new staffing requests to produce a "full-view" budget package for each department and agency.

Budget study sessions are held between early May and the end of May. Typically, there are two such sessions. During these sessions, the City Council receives the City Manager's recommendations and a review of revenue projections by the Finance Director. The discussion usually focuses on short- and long-term priorities, including goals and objectives as viewed by the City Council. At the conclusion of the study sessions, the budget committee reconciles the City Council's feedback with the City Manager's recommendations and prepares a new recommended budget package.

At the last City Council meeting in May, any unresolved items are presented and responses to prior City Council study sessions are addressed. A series of resolutions are approved to adopt and implement the budget for the following Fiscal Year. After City Council approval, the Finance Department prepares and distributes the final budget document, which may be preceded by a special report or schedules to assist department personnel as they make the transition into the new Fiscal Year

The City Council approved the City's budget for Fiscal Year 2020-21 on June 10, 2020.

Set forth in Table 1 are the General Fund budgets that were adopted for Fiscal Years 2017-18 through 2020-21 and audited Fiscal Year 2017-18 and 2018-19 results and unaudited Fiscal Year 2019-20 results. During the course of each Fiscal Year, the budget may be amended and revised as necessary by the City Council.

TABLE 1
CITY OF COACHELLA
GENERAL FUND BUDGETS
FISCAL YEARS 2013-14 THROUGH 2016-17

| | <i>Adopted Fiscal Year 2017-18 Budget</i> | <i>Fiscal Year 2017-18 Audited Results</i> | <i>Adopted Fiscal Year 2018-19 Budget</i> | <i>Fiscal Year 2018-19 Audited Results</i> | <i>Adopted Fiscal Year 2019-20 Budget</i> | <i>Fiscal Year 2019-20 Unaudited Results</i> | <i>Adopted Fiscal Year 2020-21 Budget</i> |
|----------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------|
| Revenues: | | | | | | | |
| Taxes | \$16,360,992 | \$17,093,655 | \$17,834,637 | \$18,926,194 | \$18,807,016 | \$18,465,874 | \$17,230,516 |
| Licenses, Permits and Fees | 305,917 | 271,365 | 326,000 | 285,092 | 545,000 | 510,245 | 500,000 |
| Charges for Services | 543,271 | 1,267,423 | 625,000 | 780,511 | 535,000 | 508,595 | 487,500 |
| Fines, Forfeitures and Penalties | 415,000 | 527,480 | 485,000 | 374,848 | 460,000 | 395,733 | 450,000 |
| Intergovernmental Revenue | 705,907 | 690,970 | 740,000 | 784,791 | 777,461 | 869,603 | 871,919 |
| Special Assessments ⁽¹⁾ | 920,000 | 1,035,609 | 1,005,000 | 953,806 | 1,131,802 | 1,056,064 | 1,358,631 |
| Investment Income | 60,000 | 150,066 | 40,000 | 74,283 | 40,000 | 226,993 | 60,000 |
| Other Revenues ⁽²⁾ | 431,000 | 738,470 | 452,000 | 742,735 | 416,000 | 943,183 | 405,000 |
| Total Revenues | \$19,742,087 | \$21,775,038 | \$21,507,637 | \$22,922,260 | \$22,712,279 | \$22,976,289 | \$21,363,566 |
| Expenditures: | | | | | | | |
| General Government | \$ 3,969,645 | \$ 5,766,925 | \$ 2,503,150 | \$ 6,196,391 | \$ 6,099,507 | \$ 6,362,418 | \$ 6,313,910 |
| Community Development | 1,214,428 | 1,399,217 | 1,375,688 | 1,221,762 | 1,063,159 | 1,356,111 | 1,166,172 |
| Building Department | 171,639 | 436,395 | 306,570 | 354,812 | 267,815 | 308,991 | 269,943 |
| Engineering Department | 706,913 | 735,513 | 754,127 | 900,558 | 852,488 | 1,082,567 | 858,752 |
| Public Safety – Police | 8,741,770 | 8,512,576 | 9,298,999 | 8,815,830 | 9,656,954 | 9,278,033 | 9,955,639 |
| Public Safety – Fire | 1,769,465 | 1,560,802 | 1,777,783 | 1,224,826 | 1,922,555 | 1,630,963 | 1,776,978 |
| Public Safety – Animal Control | 316,000 | 255,029 | 298,000 | 228,416 | 280,000 | 256,100 | 250,000 |
| Public Works | 1,464,919 | 1,398,552 | 1,504,900 | 1,526,062 | 1,696,120 | 3,120,543 | 1,757,242 |
| Parks and Recreation | 1,757,754 | 1,814,259 | 1,755,278 | 1,715,245 | 1,867,045 | 288,496 | 1,973,300 |
| Total Expenditures | \$19,230,152 | \$20,348,720 | \$19,574,495 | \$20,959,076 | \$23,705,643 | \$23,684,222 | \$24,321,936 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | \$ 511,935 | \$ 1,426,318 | \$ 1,933,142 | \$ 1,963,184 | \$ (993,364) | \$ (707,933) | \$ (2,958,370) |
| Other Financing Sources (Uses) | | | | | | | |
| Transfers In ⁽³⁾ | \$ 3,255,980 | \$12,921,719 | \$ 2,981,199 | \$ 3,091,512 | \$ 3,180,972 | \$ 2,569,632 | \$ 2,899,750 |
| Transfers Out ⁽⁴⁾ | (2,827,030) | (2,670,573) | (3,365,068) | (2,503,951) | (611,709) | (237,134) | (612,131) |
| Total Other Financing Sources (Uses) | \$ 428,950 | \$10,251,146 | \$ (383,869) | \$ 587,561 | \$ 2,569,263 | \$ 2,332,497 | \$ 2,287,619 |
| Net Change in Fund Balances | \$ 940,885 | \$11,677,464 | \$ 1,549,273 | \$ 2,550,745 | \$ 1,575,899 | \$ 1,624,565 | \$ (670,751) |

⁽¹⁾ Reflects revenues from a special tax assessment on new development within the City for public safety services.

⁽²⁾ Includes revenues from operation of a recycled goods transfer station that is operated through a joint powers authority with the City of Indio.

⁽³⁾ Reflects moneys payable from other funds, including amounts payable to the General Fund for administration of the Coachella Sanitary District, the Coachella Water Authority and the Successor Agency to the Coachella Redevelopment Agency.

⁽⁴⁾ Includes moneys payable to other funds, including the Coachella Fire Protection District fund, for services provided to the City.

Sources: Audited financial statements for Fiscal Years 2017-18 and 2018-19. Adopted annual budgets for Fiscal Years 2017-18 through 2020-21.

Comparative Change in Fund Balance of the City General Fund

Table 2 presents the City's audited General Fund Statement of Revenues, Expenditures and Change in Fund Balance for Fiscal Years 2014-15 through 2018-19 and an unaudited actual statement for Fiscal Year 2019-20.

TABLE 2
CITY OF COACHELLA
GENERAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FISCAL YEARS 2014-15 THROUGH 2018-19

| | <i>Fiscal Year</i> 2014-15 <i>Audited</i> <i>Results</i> | <i>Fiscal Year</i> 2015-16 <i>Audited</i> <i>Results</i> | <i>Fiscal Year</i> 2016-17 <i>Audited</i> <i>Results</i> | <i>Fiscal Year</i> 2017-18 <i>Audited</i> <i>Results</i> | <i>Fiscal Year</i> 2018-19 <i>Audited</i> <i>Results</i> |
|------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Revenues: | | | | | |
| Taxes | \$ 14,097,995 | \$16,483,448 | \$17,209,278 | \$17,093,655 | \$18,926,194 |
| Licenses, Fees and Permits | 538,012 | 798,212 | 816,351 | 271,365 | 285,092 |
| Charges for Services | 364,494 | 411,845 | 594,455 | 1,267,423 | 780,511 |
| Fines, Forfeitures and Penalties | 184,794 | 502,295 | 602,642 | 527,480 | 374,848 |
| Intergovernmental | 188,439 | 396,551 | 358,426 | 690,970 | 784,791 |
| Special Assessments ⁽¹⁾ | 834,866 | 843,068 | 941,246 | 1,035,609 | 953,806 |
| Investment Income | 17,858 | 90,840 | (2,071) | 150,066 | 74,283 |
| Other Revenues ⁽²⁾ | 467,929 | 638,919 | 299,972 | 738,470 | 742,735 |
| Total Revenues | \$ 16,644,387 | \$20,165,178 | \$20,820,299 | \$21,775,038 | \$22,922,260 |
| Expenditures: | | | | | |
| Current | | | | | |
| General Government | \$4,276,846 | \$ 4,343,113 | \$ 5,069,279 | \$ 5,766,925 | \$ 6,067,202 |
| Public Safety – Police | 9,298,234 | 7,738,136 | 8,238,225 | 8,512,576 | 8,815,830 |
| Public Safety – Animal Control | -- | 292,133 | 282,432 | 255,029 | 228,416 |
| Community Development | -- | 493,235 | 595,967 | 1,399,217 | 1,221,762 |
| Community Development – Building | -- | 216,277 | 191,422 | 436,395 | 354,812 |
| Public Works - Engineering | -- | 362,340 | 598,721 | 735,513 | 900,558 |
| Public Works | 1,625,806 | 1,627,221 | 1,802,147 | 1,398,552 | 1,526,062 |
| Parks and Recreation | 1,984,820 | 2,028,230 | 2,476,561 | 1,814,259 | 1,715,245 |
| Capital Outlay | 22,263 | 23,310 | 146,390 | 30,254 | 129,189 |
| Total Expenditures | \$17,207,969 | \$17,123,995 | \$19,401,144 | \$20,348,720 | \$20,959,076 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | \$ (563,582) | \$ 3,041,183 | \$ 1,419,155 | \$ 1,426,318 | \$ 1,963,184 |
| Other Financing Sources (Uses) | | | | | |
| Transfers In ⁽³⁾ | \$ 2,129,145 | \$ 1,853,070 | \$ 2,315,220 | \$12,921,719 | \$ 3,091,512 |
| Transfers Out ⁽⁴⁾ | (1,827,950) | (2,181,632) | (2,557,861) | (2,670,573) | (2,503,951) |
| Total Other Financing Sources (Uses) | \$ 301,195 | \$ (328,562) | \$ (242,641) | \$10,251,146 | \$ 587,561 |
| Net Change in Fund Balances | \$ (262,387) | \$ 2,712,621 | \$ 1,176,514 | \$11,677,464 | \$ 2,550,745 |
| Fund Balances – Beginning of Year (as adjusted) | \$7,410,625 | \$ 7,148,238 | \$ 9,860,859 | \$11,037,373 | \$12,691,710 |
| Fund Balances – End of Year | \$7,148,238 | \$ 9,860,859 | \$11,037,373 | \$22,714,837 | \$15,242,455 |

⁽¹⁾ Reflects revenues from a special tax assessment on new development within the City for public safety services.

⁽²⁾ Includes revenues from operation of a recycled goods transfer station that is operated through a joint powers authority with the City of Indio.

⁽³⁾ Reflects moneys payable from other funds, including amounts payable to the General Fund for administration of the Coachella Sanitary District, the Coachella Water Authority and the Successor Agency to the Coachella Redevelopment Agency.

⁽⁴⁾ Includes moneys payable to other funds, including the Coachella Fire Protection District fund, for services provided to the City.

Sources: Audited financial statements for Fiscal Years 2014-15 through 2018-19.

Comparative General Fund Balance Sheets of the City

Table 3 presents the City's audited General Fund balance sheets for Fiscal Years 2015-16 through 2018-19 and an unaudited actual statement for Fiscal Year 2019-20.

TABLE 3
CITY OF COACHELLA
GENERAL FUND BALANCE SHEETS
FISCAL YEARS 2015-16 THROUGH 2019-20

| | <i>Fiscal Year 2015-16 Audited Results</i> | <i>Fiscal Year 2016-17 Audited Results</i> | <i>Fiscal Year 2017-18 Audited Results</i> | <i>Fiscal Year 2018-19 Audited Results</i> | <i>Fiscal Year 2019-20 Unaudited Actual Results</i> |
|---------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------|
| Assets | | | | | |
| Cash and Investments | \$ 6,369,134 | \$ 3,358,289 | \$ 3,369,746 | \$ 6,516,572 | \$10,221,481 |
| Receivables: | | | | | |
| Accounts Receivable | 266,015 | 247,061 | 737,544 | 739,918 | 1,428,275 |
| Interest | - | - | - | 29,659 | 13,500 |
| Due from Other Governments | 2,199,269 | 1,952,292 | 2,011,901 | 2,127,723 | 1,628,695 |
| Due from Other Funds | 1,372,707 | 7,540,411 | 4,068,678 | 664,771 | 465,195 |
| Prepaid Items | 1,086,738 | 1,133,582 | 1,160,141 | 1,469,452 | 1,683,410 |
| Advances to Other Funds ⁽²⁾ | - | - | 14,501,238 | 7,301,898 | 6,552,355 |
| Total Assets | <u>\$13,251,111</u> | <u>\$14,231,635</u> | <u>\$25,849,248</u> | <u>\$18,849,993</u> | <u>\$21,992,911</u> |
| Liabilities and Fund Balances | | | | | |
| Liabilities | | | | | |
| Accounts Payable and Accrued Liabilities | \$ 3,160,185 | \$ 3,033,702 | \$ 2,878,023 | \$ 3,198,616 | \$ 3,528,528 |
| Accrued Wages Payable | - | - | 150,361 | 117,281 | 181,385 |
| Deposits And Other Liabilities | 72,847 | 101,832 | - | - | 1,058,541 |
| Due to Other Governments | - | - | 8,882 | - | - |
| Unearned Revenue | 82,220 | 58,728 | 97,145 | 85,565 | 359,634 |
| Total Liabilities | <u>\$ 3,390,252</u> | <u>\$ 3,194,262</u> | <u>\$ 3,134,411</u> | <u>\$ 3,401,462</u> | <u>\$ 5,128,088</u> |
| Deferred Inflows of Resources: | | | | | |
| Unavailable revenue | \$ - | \$ - | \$ - | \$ 206,076 | \$ 359,634 |
| Fund Balances⁽³⁾ | | | | | |
| Nonspendable | \$ 1,086,738 | \$ 4,508,082 | \$15,661,379 | \$ 8,771,350 | \$ 8,235,765 |
| Restricted | 1,048 | 1,046 | 1,045 | 1,079 | 139,383 |
| Committed | 962,021 | 1,895,358 | 58,049 | 79,063 | - |
| Assigned | 545 | 545 | 545 | 545 | - |
| Unassigned | 7,810,507 | 4,632,342 | 6,993,819 | 6,390,418 | 8,489,675 |
| Total Fund Balances | <u>\$ 9,860,859</u> | <u>\$11,037,373</u> | <u>\$22,714,837</u> | <u>\$15,242,455</u> | <u>\$ 16,864,823</u> |
| Total Liabilities, Deferred Inflows or Resources and Fund Balances | <u>\$13,251,111</u> | <u>\$14,231,635</u> | <u>\$25,849,248</u> | <u>\$18,849,993</u> | <u>\$21,992,911</u> |

⁽¹⁾ Reflects amounts due to the City under the Successor Agency to the Coachella Redevelopment Agency's Recognized Obligation Payment Schedule. See the caption "STATE OF CALIFORNIA BUDGET INFORMATION—Redevelopment Dissolution."

⁽²⁾ Reflects _____.

⁽³⁾ Note 1(Q) to the City's audited financial statements for Fiscal Year 2018-19 set forth in Appendix B contains a table with a detailed breakdown of each fund balance as of June 30, 2019.

Sources: Audited financial statements for Fiscal Years 2015-16 through 2018-19. City for Fiscal Year 2019-20.

Major Revenues

The City's major General Fund revenues, as reflected in Table 2 under the caption "—Comparative Change in Fund Balance of the City General Fund," include property taxes, Measure U taxes, utility users taxes, sales and use taxes and other taxes (including franchise taxes and business license taxes, among others). Together, these revenues comprised approximately 80% of total General Fund revenues in Fiscal Year 2019-20. A description of these major General Fund revenues follows.

TABLE 4
CITY OF COACHELLA
MAJOR GENERAL FUND TAX REVENUES FOR FISCAL YEAR 2019-20⁽¹⁾

| <i>Revenue Source</i> | <i>Amount</i> |
|-----------------------------------|---------------|
| Vehicle License Fee In-Lieu Taxes | \$4,714,590 |
| Measure U Taxes | 4,191,015 |
| Sales and Use Taxes | 3,492,540 |
| Utility Users Taxes | 2,216,522 |
| Property Taxes | 1,285,733 |
| Franchise Taxes | 965,943 |
| Business License Taxes | 633,554 |
| Other Taxes | 965,977 |
| | \$18,465,874 |

⁽¹⁾ Unaudited actual amounts.
Source: City.

State of California Motor Vehicle In-Lieu Payments

Vehicle License Fee ("VLF") receipts of \$4,714,590 provided the largest source of revenues for the City's General Fund in Fiscal Year 2019-20 (based on unaudited actual Fiscal Year 2019-20 results), contributing approximately 26% of General Fund tax revenues and approximately 21% of total General Fund revenues in Fiscal Year 2019-20.

The State imposes the VLF, which is the portion of the fees paid in lieu of personal property taxes on a vehicle. The VLF is based on vehicle value and declines as a vehicle ages. Prior to the adoption of the State fiscal year 2004-05 State budget, the VLF was 2% of the value of a vehicle. Through legislation in prior fiscal years, the State enacted VLF reductions under which the State was required to "backfill" local governments for their revenue losses resulting from the lowered fee. The State fiscal year 2004-05 State budget permanently reduced the VLF from 2% to 0.65% of the value of a vehicle and deleted the requirement for backfill payments, providing instead that the amount of the backfill requirement will be met by an increase in the property tax allocation to cities and counties. See the caption "STATE OF CALIFORNIA BUDGET INFORMATION."

TABLE 5
CITY OF COACHELLA
VLF REVENUES
FISCAL YEARS 2011-12 THROUGH FISCAL YEAR 2015-16

| <i>Fiscal Year</i> | <i>VLF Revenues</i> | <i>Increase/ (Decrease)</i> |
|------------------------|---------------------|---------------------------------|
| 2015-16 | \$3,776,059 | —% |
| 2016-17 | 4,002,278 | 6.02 |
| 2017-18 | 4,250,142 | 6.19 |
| 2018-19 | 4,525,650 | 6.48 |
| 2019-20 ⁽¹⁾ | 4,714,590 | 4.17 |

⁽¹⁾ Unaudited actual amount.

Source: City.

Measure U Taxes

Measure U tax receipts of \$4,191,015 provided the second largest source of revenues for the City's General Fund in Fiscal Year 2019-20 (based on unaudited actual Fiscal Year 2019-20 results), contributing approximately 23% of General Fund tax revenues and approximately 18% of total General Fund revenues in Fiscal Year 2019-20.

The Measure U tax is a 1% retail transactions and use tax that is collected simultaneously with other sales taxes. The tax was approved by a majority of City voters in November 2014. It became effective on April 1, 2015 and does not have a sunset provision. As a general tax, proceeds of the Measure U tax may be used for any lawful City program, improvement or service. See the caption “—Sales Taxes” for further information with respect to sales tax revenues of the City.

Sales Taxes

Sales and use tax receipts of \$3,492,540 (excluding Measure U tax receipts described under the caption “—Measure U Taxes”) provided the third largest source of revenues for the City's General Fund in Fiscal Year 2019-20 (based on unaudited actual Fiscal Year 2019-20 results), contributing approximately 19% of General Fund tax revenues and approximately 15% of total General Fund revenues in Fiscal Year 2019-20.

A sales tax is imposed on retail sales or consumption of personal property. The basic sales tax rate is established by the State Legislature, and local overrides may be approved by voters. The current sales tax rate in the City (including the 1% Measure U tax) is 9%.

The table below sets forth actual General Fund sales tax revenue collections in the City as of June 30 for Fiscal Years 2015-16 through 2019-20 and estimated General Fund sales tax revenue collections in the City for Fiscal Year 2019-20. Only sales tax revenues that are attributable to the City's General Fund are legally available to pay the Base Rental Payments.

TABLE 6
CITY OF COACHELLA
GENERAL FUND SALES TAX REVENUES (INCLUDING MEASURE U TAX REVENUES)
FISCAL YEARS 2015-16 THROUGH FISCAL YEAR 2019-20

| <i>Fiscal Year</i> | <i>Sales Tax Revenues Attributable to General Fund</i> | <i>Increase/(Decrease)</i> |
|------------------------|----------------------------------------------------------------|----------------------------|
| 2015-16 | \$6,749,730 | —% |
| 2016-17 | 7,135,961 | 5.72 |
| 2017-18 | 7,536,017 | 5.61 |
| 2018-19 | 8,566,089 | 13.67 |
| 2019-20 ⁽¹⁾ | 7,683,555 | (10.31) |

⁽¹⁾ Unaudited actual amount. [Discuss reason for decrease.]
Source: City.

The 25 largest sales tax generators in the City for Fiscal Year 2019-20 by industry type are shown in the table below.

TABLE 7
CITY OF COACHELLA
PRINCIPAL SALES TAX GENERATORS
FISCAL YEAR 2019-20

| <i>Category</i> | |
|-----------------|-------------|
| Transportation | \$1,274,855 |
| Food Products | 406,642 |
| General Retail | 243,366 |
| Light Industry | 182,958 |
| Heavy Industry | 81,851 |
| Other | 81,163 |
| Total | \$2,270,835 |

The City expects to add sales tax producers in the future and does not know of any major sales tax generator that is planning to leave the City.

Utility Users Taxes

Utility users tax receipts of \$2,216,522 provided the fourth largest source of revenues for the City's General Fund in Fiscal Year 2019-20 (based on unaudited actual Fiscal Year 2019-20 results), contributing approximately 12% of General Fund tax revenues and approximately 10% of total General Fund revenues in Fiscal Year 2019-20.

The utility users tax is a 5% tax on telecommunications (including mobile telephone and text messaging), electricity, gas refuse, water and sewer services. The tax is computed on the basis of monthly usage and is collected by each utility services provider on such provider's periodic bill. The utility user tax is overseen by a five-member Citizens Oversight Committee. The tax was approved by a majority of City voters in June 2010. It became effective in Fiscal Year 2011 and does not have a sunset provision. As a general tax, proceeds of the utility users tax may be used for any lawful City program, improvement or service. See the caption "—Sales Taxes" for further information with respect to sales tax revenues of the City.

TABLE 8
CITY OF COACHELLA
UTILITY USERS TAX REVENUES
FISCAL YEARS 2015-16 THROUGH FISCAL YEAR 2019-20

| <i>Fiscal Year</i> | <i>Utility Users Tax Revenues Attributable to General Fund</i> | <i>Increase/ (Decrease)</i> |
|------------------------|--------------------------------------------------------------------|---------------------------------|
| 2015-16 | \$2,305,909 | – |
| 2016-17 | 2,431,579 | 5.4% |
| 2017-18 | 2,311,494 | (4.9) |
| 2018-19 | 2,289,439 | (1.0) |
| 2019-20 ⁽¹⁾ | 2,216,522 | (3.2) |

⁽¹⁾ Unaudited actual amount.

Source: City.

Property Taxes

Property tax receipts of \$1,285,733 provided the fifth largest source of revenues for the City's General Fund in Fiscal Year 2019-20 (based on unaudited actual Fiscal Year 2019-20 results), contributing approximately 7% of General Fund tax revenues and approximately 6% of total General Fund revenues in Fiscal Year 2019-20. Property tax revenues deposited in the General Fund for Fiscal Year 2019-20 represented an increase of approximately \$391,750 (44%) over Fiscal Year 2015-16 amounts.

Property that is subject to *ad valorem* taxes in the State is classified as "secured" or "unsecured." The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax that becomes a lien on secured property has priority over all other liens, arising pursuant to State law, on the secured property, regardless of the time of the creation of other liens. The valuation of property is determined as of January 1 each year, and installments of taxes levied upon secured property become delinquent on the following December 10 and April 10 of the subsequent calendar year. Taxes on unsecured property are due July 1 and become delinquent August 31.

Secured and unsecured properties are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. The exclusive means of forcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes of the State for the amount of taxes that are delinquent. The taxing authority has four methods of collecting unsecured personal property taxes: (1) filing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements or possessory interests belonging or taxable to the assessee.

A 10% penalty is added to delinquent taxes that have been levied with respect to property on the secured roll. In addition, beginning on the July 1 following a delinquency, interest begins accruing at the rate of 1.5% per month on the amount delinquent. Such property may thereafter be redeemed by the payment of the delinquent taxes and the 10% penalty, plus interest at the rate of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to the delinquent taxes or property on the

unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning on the varying dates related to the tax billing date.

Legislation enacted in 1984 (Section 25 *et seq.* of the State Revenue and Taxation Code) provides for the supplemental assignment and taxation of property as of the occurrence of a change in ownership or completion of new construction. Previously, statutes enabled the assessment of such changes only as of the next tax lien date following the change and thus delayed the realization of increased property taxes from the new assessment for up to 14 months. Collection of taxes based on supplemental assessments occurs throughout the year. Taxes due are prorated according to the amount of time remaining in the tax year, with the exception of tax bills dated January 1 through May 31, which are calculated on the basis of the remainder of the current Fiscal Year and the full 12 months of the next Fiscal Year.

For a number of years, the State Legislature has shifted property taxes from cities, counties and special districts to the Educational Revenue Augmentation Fund (“**ERAF**”). In Fiscal Years 1993 and 1994, in response to serious budgetary shortfalls, the State Legislature permanently redirected over \$3 billion of property taxes from cities, counties, and special districts to schools and community college districts pursuant to ERAF shifts. The Fiscal Year 2004-05 State Budget included an additional \$1.3 billion shift of property taxes from certain local agencies, including the City, in Fiscal Years 2004-05 and 2005-06.

On November 2, 2004, State voters approved Proposition 1A, which amended the State Constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State may not: (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes; (ii) shift property taxes from local governments to schools or community colleges; (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature; or (iv) decrease VLF revenues without providing local governments with equal replacement funding. Beginning in State fiscal year 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State; and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. The State also will not be able to borrow from local property tax revenues for more than two fiscal years within a period of ten fiscal years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county.

On July 27, 2009, the Governor signed a revised Fiscal Year 2009-10 State budget that included an ERAF shift of approximately 8% of 1% *ad valorem* property tax revenues from certain local agencies, including the City. The City participated in the State of California Proposition 1A Receivables Program to securitize its receivable from the State, and, as a result, received the shifted funds in the amount of \$4,380,355, without interest, in two installments in 2010 from the California Statewide Communities Development Authority.

See the caption “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS—Proposition 1A” for further information with respect to Proposition 1A.

The table below sets forth the secured and unsecured assessed valuations for property in the City for the Fiscal Years 2016-17 through 2020-21.

**TABLE 9
CITY OF COACHELLA
ASSESSED VALUATION
FISCAL YEARS 2016-17 THROUGH 2020-21**

| <i>Fiscal Year Ended June 30</i> | <i>Residential Property</i> | <i>Commercial Property</i> | <i>Other Property</i> | <i>Unsecured Property</i> | <i>Less: Tax Exempt Property</i> | <i>Total Taxable Assessed Value</i> | <i>Increase/ (Decrease) in Total Taxable Assessed Value</i> |
|----------------------------------|-----------------------------|----------------------------|-----------------------|---------------------------|----------------------------------|-------------------------------------|-------------------------------------------------------------|
| 2017 | \$1,104,720,729 | \$420,392,171 | \$231,715,679 | \$73,438,584 | \$166,032,882 | \$1,664,234,281 | – |
| 2018 | 1,172,395,753 | 443,568,534 | 237,132,181 | 77,733,839 | 161,356,142 | 1,769,474,165 | 6.32% |
| 2019 | 1,228,726,992 | 486,061,733 | 254,825,359 | 91,090,579 | 175,491,782 | 1,885,212,881 | 6.54 |
| 2020 | 1,286,033,321 | 508,708,992 | 271,974,789 | 86,353,060 | 180,726,879 | 1,972,343,283 | 4.62 |
| 2021 | | | | | | | |

Note: Property in the City is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to the actual value. Tax rates are per \$1,000 of assessed value.

Sources: MuniServices, LLC; Riverside County Assessor combined tax rolls.

With respect to collection of property taxes, the County adopted in 1993 the Teeter Plan, which is an alternate procedure authorized in Chapter 3, Part 8, Division 1 of the Revenue and Taxation Code of the State of California (comprising Sections 4701 through 4717, inclusive), commonly referred to as the “Teeter Plan” for distribution of certain property tax and assessment levies on the secured roll.

Generally, the Teeter Plan provides for a tax distribution procedure by which secured roll taxes are distributed to taxing agencies within the County included in the Teeter Plan (the “Revenue Districts”) on the basis of the tax levy, rather than on the basis of actual tax collections. The County then receives all future delinquent tax payments, penalties and interest. In connection with its adoption of the Teeter Plan, the County advanced to the participating taxing agencies an amount equal to 95% of the total then-prior years’ delinquent secured property taxes and 100% of the then-current year’s secured roll levy. Supplemental taxes are currently excluded from the Teeter Plan.

To implement a Teeter Plan, the board of supervisors of a county generally must elect to do so by July 15 of the fiscal year in which it is to apply. As a separate election, a county may elect to have the Teeter Plan procedures also apply to assessments on the secured roll. Once adopted, a county’s Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless prior to the commencement of a fiscal year a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two thirds of the participating districts in the county. An electing county may, however, determine to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency.

There can be no assurance that the County will not discontinue its Teeter Plan in the future.

The table below sets forth secured tax charges and collections in the City as of June 30 for Fiscal Years 2010-11 through 2019-20. As discussed above, the County distributes 100% of property tax levy amounts to the City.

**TABLE 10
CITY OF COACHELLA
SECURED TAX CHARGES AND COLLECTIONS
FISCAL YEARS 2009-10 THROUGH 2018-19**

| <i>Fiscal Year Ended June 30</i> | <i>Taxes Levied for the Fiscal Year</i> | <i>Collected within the Fiscal Year of the Levy</i> | |
|------------------------------------------|-------------------------------------------------|---------------------------------------------------------|-------------------------------|
| | | <i>Amount</i> | <i>Percentage of Levy</i> |
| 2011 | \$14,749,000 | \$14,749,000 | 100.00% |
| 2012 | 13,216,059 | 13,216,059 | 100.00 |
| 2013 | 12,225,753 | 12,225,753 | 100.00 |
| 2014 | 13,188,561 | 13,188,561 | 100.00 |
| 2015 | 14,499,234 | 14,499,234 | 100.00 |
| 2016 | 15,693,198 | 15,693,198 | 100.00 |
| 2017 | 15,918,858 | 15,918,858 | 100.00 |
| 2018 | 17,498,590 | 17,498,590 | 100.00 |
| 2019 | 18,665,171 | 18,665,171 | 100.00 |
| 2020 | 19,528,287 | 19,528,287 | 100.00 |

Source: Riverside County Assessor’s Office.

The ten largest property taxpayers in the City as shown on the Fiscal Year 2020-21 secured tax roll, the assessed valuation and the percentage of the City’s total secured assessed valuation attributable to each are shown in the table below.

**TABLE 11
CITY OF COACHELLA
PRINCIPAL PROPERTY TAXPAYERS
FISCAL YEAR 2020-21**

| <i>Property Owner</i> | <i>Fiscal Year 2020-21 Assessed Valuation⁽¹⁾</i> | <i>Percentage of Total⁽²⁾</i> |
|---------------------------------------------|-----------------------------------------------------------------|----------------------------------------------|
| 1. Armtec Defense Products Co. | 36,262,886 | 19.64 |
| 2. California Artichoke & Veg Growers Corp. | 27,820,312 | 15.07 |
| 3. Soco | 21,496,141 | 11.64 |
| 4. Anthony Vineyards Inc. | 19,378,348 | 10.49 |
| 5. Kpc Dev Co. | 15,979,067 | 8.49 |
| 6. Wal Mart Stores Inc. | 14,107,262 | 7.64 |
| 7. Sun World International | 14,104,124 | 7.64 |
| 8. Halum Abesud | 12,800,000 | 6.93 |
| 9. 99 Cents Only Stores | 11,859,540 | 6.42 |
| 10. Hpt Ta Prop Trust | <u>11,157,713</u> | <u>6.04</u> |
| Total | <u>184,663,393</u> | 100.00% |

⁽¹⁾ Secured property only.

⁽²⁾ Approximate Fiscal Year 2020-21 Local Secured Assessed Valuation: \$1,972,343,283.

Source: County Assessor’s combined tax rolls.

Other Taxes

The City is authorized to and does collect certain other taxes, including cannabis tax, construction tax and transient occupancy tax.

The table below sets forth actual other tax collections attributable to the General Fund in the City for Fiscal Years 2015-16 through 2018-19 and unaudited other tax collections attributable to the General Fund in the City for Fiscal Year 2019-20.

TABLE 12
CITY OF COACHELLA
OTHER TAX REVENUES
FISCAL YEARS 2015-16 THROUGH 2019-20

| <i>Fiscal Year</i> | <i>Cannabis Tax</i> | <i>Construction Tax</i> | <i>Transient Occupancy</i> | <i>Total</i> | <i>Increase/ (Decrease)</i> |
|------------------------|---------------------|-------------------------|----------------------------|--------------|-----------------------------|
| 2015-16 | — | \$152,357 | \$6,421 | \$158,778 | — |
| 2016-17 | — | 152,839 | 14,475 | 167,314 | 5% |
| 2017-18 | \$18,345 | 366,981 | 90,361 | 475,687 | 184 |
| 2018-19 | 466,714 | 100,226 | 143,216 | 710,156 | 49 |
| 2019-20 ⁽¹⁾ | 440,962 | 297,939 | 227,076 | 965,977 | 36 |

⁽¹⁾ Unaudited actual amounts.

Source: City.

General Fund Reserves

The City held General Fund reserves of approximately \$8,629,058 as of July 1, 2020, of which approximately \$8,489,675 is unrestricted. The City's policy is to maintain reserves in an amount equal to at least 20% of General Fund expenses. See the caption "—Comparative Change in Fund Balance of the City General Fund" for General Fund expenses as of such date.

For the past five years, the City has held an average of approximately \$7,275,975 in unrestricted General Fund reserves, consisting of cash on hand and other available moneys. See Note 2 to the City's audited financial statements set forth in Appendix A for further information with respect to the City's reserves and investments.

Indebtedness

General Fund-Supported Debt Obligations. The City has no outstanding General Fund debt obligations other than the lease obligations relating to the Coachella Financing Authority Lease Revenue Bonds, Series 2016, with an outstanding principal amount of \$11,005,000 as of June 30, 2020.

Other Long-Term Debt Obligations. As of June 30, 2020, the City and component units of the City had the following other long-term debt obligations, which are not obligations of the General Fund:

State Gas Tax Debt. As of June 30, 2020, the City had a total principal amount of \$4,535,000 payable from State gas tax revenues under revenue bonds that were executed in 2019.

Water System Debt. As of June 30, 2020, the Coachella Water Authority had a total principal amount of \$11,833,071 payable from revenues of the municipal water system under two series of bonds that were issued in 2008 and 2012.

Wastewater System Debt. As of June 30, 2020, the Coachella Sanitary District had a total principal amount of \$19,705,456 payable from revenues of the municipal wastewater system under a 2005 State Revolving Fund loan from the State Water Resources Control Board, a 2011 loan from the United States Department of Agriculture, one series of bonds that was issued in 2005 and one series of bonds that was issued in 2015.

Redevelopment Debt. As of June 30, 2020, the Successor Agency to the Coachella Redevelopment Agency had a total principal amount of \$33,471,286 payable from tax increment revenues that were formerly allocated to the Coachella Redevelopment Agency under three series of bonds that were issued in 2013, 2014 and 2016. See the caption “STATE OF CALIFORNIA BUDGET—Redevelopment Dissolution.”

For further information about the City’s long-term debt obligations, see Note 6 to the City’s audited financial statement set forth in Appendix B.

Short-Term Debt Obligations. The City currently has no short-term debt outstanding.

Retirement Contributions

This caption contains certain information relating to the California Public Employees Retirement System (“CalPERS”). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City and the Authority have not independently verified the information provided by CalPERS and neither make any representations nor express any opinions as to the accuracy of the information provided by CalPERS.

The comprehensive annual financial reports of CalPERS are available on its Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS’ most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference herein. Neither the City nor the Authority can guarantee the accuracy of such information. Actuarial assessments are forward-looking statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

Summary of Plans. The City contributes to CalPERS, an agent multiple-employer public employee defined benefit pension plan, on behalf of 68 total City employees who participate in the City’s Miscellaneous, Miscellaneous Second Tier and Safety Plans. Benefits vest after at least five years of service. The City’s Safety Plan was established for the City’s former public safety (police and fire) employees. There are presently no active employees in the Safety Plan and the City’s contributions thereto fund the unfunded liability only. CalPERS provides retirement, disability and death benefits to plan members and beneficiaries and acts as a common investment and administrative agent for participating public entities within the State, including the City.

Required employer and employee contributions are determined from rates established by CalPERS based upon various actuarial assumptions which are revised annually. The City currently funds the normal pension costs, which are determined by CalPERS using the Entry Age Normal Actuarial Cost Method, as well as an amortization of the City’s unfunded actuarial liability. For Fiscal Years 2014-15 and 2015-16, the City’s contributions to its CalPERS Plans totaled \$840,008 and \$983,854, respectively, which were equal to the respective annual required contributions (each, an “ARC”) of the City. The contribution rates for Fiscal Years 2016-17 and 2017-18 for the Miscellaneous Plan have been established at 12.657% and 12.700%, respectively, of annual covered payroll. The contribution rates for Fiscal Years 2016-17 and 2017-18 for the Miscellaneous Second Plan have been established at 7.159% and 7.200%, respectively, of annual covered payroll.

Summaries of the City’s CalPERS Plan provisions and benefits are set forth below.

CITY OF COACHELLA
SUMMARY OF CALPERS PLAN PROVISIONS AS OF JUNE 30, 2015

| | <i>Miscellaneous Plan</i> | | <i>Miscellaneous Second Tier Plan</i> | | | <i>Safety Plan</i> |
|----------------------------------------|------------------------------|---------------------------------|---------------------------------------|----------------------------------|---------------------------------|------------------------------|
| | <i>Prior to 7/1/2002</i> | <i>On or after 7/1/2002</i> | <i>Prior to 11/11/2012</i> | <i>11/11/2012 – 1/1/2013</i> | <i>On or after 1/1/2013</i> | <i>Prior to 7/1/2012</i> |
| Hire Date | | | | | | |
| Benefit Formula | 2.0% at 55 | 3.0% at 60 | 3.0% at 60 | 2.0% at 60 | 2.0% at 62 | 2.0% at 50 |
| Benefit Vesting Schedule | 5 years | 5 years | 5 years | 5 years | 5 years | 5 years |
| Lifetime Benefit Payments | Monthly | Monthly | Monthly | Monthly | Monthly | Monthly |
| Retirement Age | 50 | 50 | 50 | 50 | 50 | 50 |
| Required Employee Contribution Rate | 7.761% | 7.761% | 6.880% | 6.880% | 6.250% | N/A |
| Required City Contribution Rate | 18.483% | 18.483% | 8.049% | 8.049% | 6.550% | N/A |

Source: City.

Employees hired on or after January 1, 2013 who meet the definition of a “New CalPERS Member” are subject to the California Public Employees’ Pension Reform Act of 2013 (“**AB 340**”), which was signed by the State Governor on September 12, 2012. AB 340 established a new pension tier (2% at 62 formula) with a maximum benefit formula of 2.5% at age 67. Benefits for such participants are calculated on the highest average annual compensation over a consecutive 36 month period. Employees are required to pay at least 50% of the total normal cost rate. Such participants are currently required to contribute the percentages of their annual covered salary shown above for each of the City’s CalPERS Plans. The City does not pay any portion of such contributions.

Effective January 1, 2013, AB 340: (i) requires public retirement systems and their participating employers to share equally with employees the normal cost rate for such retirement systems; (ii) prohibits employers from paying employer-paid member contributions to such retirement systems for employees hired after January 1, 2013 who were not already enrolled in CalPERS through their previous employers; (iii) establishes a compulsory maximum non-safety benefit formula of 2.5% at age 67; (iv) defines final compensation as the highest average annual pensionable compensation earned during a 36 month period; and (v) caps pensionable income at \$110,100 (\$132,120 for employees not enrolled in Social Security) subject to Consumer Price Index increases.

Other provisions reduce the risk of the City incurring additional unfunded liabilities, including prohibiting retroactive benefits increases, generally prohibiting contribution holidays, and prohibiting purchases of additional non-qualified service credit. If AB 340 is implemented fully, CalPERS estimates savings for local agency plans of approximately \$1.653 billion to \$2.355 billion over the next 30 years due primarily to increased employee contributions and, as the workforce turns over, lower benefit formulas that will gradually reduce normal costs. Savings specific to the City have not been quantified.

Provisions in AB 340 will not likely have a material effect on City’s contributions in the short term. However, additional employee contributions, limits on pensionable compensation and higher retirement ages for new members will reduce the City’s total pension liability and potentially reduce City contribution levels in the long term.

The City Council adopted a resolution creating an additional tier of CalPERS pension benefits for employees hired after January 1, 2013 to comply with AB 340’s compulsory reduced formula. Participants hired on or after January 1, 2013 who were not already enrolled in CalPERS through their previous employers are required to contribute the percentage of their annual covered salary under the City’s CalPERS Plans required by CalPERS, which will not exceed 50% of the normal cost rate, as determined by CalPERS. The City does not make any portion of such contributions for such participants.

The City’s Miscellaneous Plan is part of a CalPERS risk pool. The City’s proportionate net pension liability for the risk pool of which the Miscellaneous Plan is a part was \$10,834,812 as of June 30, 2019, based on a market value of assets of \$34,426,722, as set forth in the Fiscal Year 2014-15 GASB Statement No. 68 (“**GASB 68**”) Accounting Valuation Report prepared by CalPERS with a measurement date of June 30, 2018, and an estimated total pension liability of \$10,834,812 for the Miscellaneous Plan for Fiscal Year 2019-20.

The City’s Safety Plan is part of a CalPERS risk pool. The City’s proportionate net pension liability for the risk pool of which the Safety Plan is a part was \$4,878,054 as of June 30, 2019, based on a market value of assets of \$11,430,659, as set forth in the Fiscal Year 2018-19 GASB 68 Accounting Valuation Report prepared by CalPERS with a measurement date of June 30, 2018.

The following table summarizes the City’s total annual required contributions for its Miscellaneous Plans for the last five Fiscal Years.

| <i>Fiscal Year</i> | <i>Employer Contribution</i> | <i>Employee Contribution</i> | <i>Annual Pension Cost</i> | <i>Percentage of Annual Pension Cost Contributed</i> |
|---------------------------|-------------------------------------|-------------------------------------|-----------------------------------|-------------------------------------------------------------|
| 2016 | \$983,562 | \$405,896 | \$1,389,458 | 100.00% |
| 2017 | 637,204 | 430,781 | 1,067,985 | 100.00 |
| 2018 | 608,876 | 412,545 | 1,021,421 | 100.00 |
| 2019 | 655,797 | 432,727 | 1,088,524 | 100.00 |
| 2020 | 689,148 | 445,660 | 1,134,808 | 100.00 |

Source: City.

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The following table summarizes the City's total annual required contributions for the Safety Fire Plan for the last five Fiscal Years.

| <i>Fiscal Year</i> | <i>Employer Contribution</i> | <i>Employee Contribution</i> | <i>Annual Pension Cost</i> | <i>Percentage of Annual Pension Cost Contributed</i> |
|--------------------|------------------------------|------------------------------|----------------------------|------------------------------------------------------|
| 2016 | \$162,021 | \$- | \$162,021 | 100.00% |
| 2017 | 195,192 | - | 195,192 | 100.00 |
| 2018 | 241,940 | - | 241,940 | 100.00 |
| 2019 | | - | | |
| 2020 | | - | | |

Source: City.

The following table sets forth the combined schedule of funding for the City's Miscellaneous and Miscellaneous Second Tier Plans. The employer contribution rate for Fiscal Year 2020-21 is ____% and ____% of annual covered payroll for the Miscellaneous and Miscellaneous Second Tier Plans, respectively.

| <i>Valuation Date (June 30)</i> | <i>Entry Age Normal Accrued Liability⁽¹⁾</i> | <i>Total Pension Liability⁽²⁾</i> | <i>Market Value of Assets⁽³⁾</i> | <i>Funded Ratio⁽⁴⁾</i> | <i>Annual Covered Payroll</i> |
|---------------------------------|---------------------------------------------------------|----------------------------------------------|---------------------------------------------|-----------------------------------|-------------------------------|
| 2015 | \$35,872,229 | \$8,217,351 | \$27,654,878 | 77.1% | \$4,827,013 |
| 2016 | 38,731,626 | 10,751,340 | 27,980,286 | 72.2 | 5,475,348 |
| 2017 | 42,722,861 | 10,551,452 | 32,171,409 | 75.3 | 5,412,001 |
| 2018 | 47,007,594 | 12,140,724 | 34,866,870 | 74.2 | 5,826,184 |
| 2019 | 49,018,149 | 12,682,730 | 36,335,419 | 74.1 | 6,124,186 |

⁽¹⁾ Reflects the actuarial present value of the projected benefits of each individual included in an actuarial valuation allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age. The portion of this actuarial present value that is allocated to a valuation year is called the normal cost. The portion of this actuarial present value that is not provided for at a valuation date by the actuarial present value of future normal costs is called the actuarial accrued liability.

⁽²⁾ Entry Age Normal Accrued Liability less actuarial value of assets (not shown).

⁽³⁾ Represents the estimated price for which plan assets could be sold in an arm's length transaction.

⁽⁴⁾ Market Value of Assets divided by Entry Age Normal Accrued Liability.

Source: CalPERS Actuarial Report Dated October 2019.

The following table sets forth the schedule of funding for the City's Safety Plan.

| <i>Valuation Date (June 30)</i> | <i>Entry Age Normal Accrued Liability⁽¹⁾</i> | <i>Total Pension Liability⁽²⁾</i> | <i>Market Value of Assets⁽³⁾</i> | <i>Funded Ratio⁽⁴⁾</i> | <i>Annual Covered Payroll⁽⁵⁾</i> |
|---------------------------------|---------------------------------------------------------|----------------------------------------------|---------------------------------------------|-----------------------------------|---------------------------------------------|
| 2015 | 15,075,533 | 3,690,345 | 11,385,188 | 75.5% | \$0 |
| 2016 | 15,237,870 | 4,655,381 | 10,582,489 | 69.4 | 0 |
| 2017 | 15,505,072 | 4,721,717 | 10,783,355 | 69.5 | 0 |
| 2018 | 16,306,487 | 5,300,549 | 11,005,938 | 67.5 | 0 |
| 2019 | 16,360,683 | 5,467,073 | 10,893,610 | 66.6 | 0 |

⁽¹⁾ Reflects the actuarial present value of the projected benefits of each individual included in an actuarial valuation allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age. The portion of this actuarial present value that is allocated to a valuation year is called the normal cost. The portion of this actuarial present value that is not provided for at a valuation date by the actuarial present value of future normal costs is called the actuarial accrued liability.

⁽²⁾ Entry Age Normal Accrued Liability less actuarial value of assets (not shown).

⁽³⁾ Represents the estimated price for which plan assets could be sold in an arm's length transaction.

⁽⁴⁾ Market Value of Assets divided by Entry Age Normal Accrued Liability.

⁽⁵⁾ There are presently no active employees in the City's Safety Plan. City's contributions thereto fund the unfunded liability only.

Source: CalPERS Actuarial Report Dated October 2019.

CalPERS reported significant investment losses in 2009. CalPERS earnings reports for Fiscal Years 2010 through 2016 reported an investment gain of 13.0%, 21.7%, 1%, 12.5%, 18.4%, 2.4% and 0.61%, respectively. Future earnings performance may increase or decrease future contribution rates for plan participants, including the City. The CalPERS pension trust pays all retiree benefit payments associated with the City's plan.

Actuarial Methods. In recent years, the CalPERS Board of Administration (the "CalPERS Board") has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its managed plans. Many of the assumptions and policies implemented by the CalPERS Board have increased and are likely to continue to increase both the required contributions and the unfunded liabilities of its member employers, including the City.

On March 14, 2012, the CalPERS Board voted to lower the CalPERS' rate of expected price inflation and its investment rate of return (net of administrative expenses) (the "CalPERS Discount Rate") from 7.75% to 7.5%. On February 18, 2014, the CalPERS Board voted to keep the CalPERS Discount Rate unchanged at 7.5%. On November 17, 2015, the CalPERS Board approved a new funding risk mitigation policy to incrementally lower the CalPERS Discount Rate by establishing a mechanism whereby such rate is reduced by a minimum of 0.05% to a maximum of 0.25% in years when investment returns outperform the existing CalPERS Discount Rate by at least four percentage points. On December 21, 2016, the CalPERS Board voted to lower the CalPERS Discount Rate to 7.0% over a three year phase-in period in accordance with the following schedule: 7.375% in fiscal year 2017/18, 7.25% in fiscal year 2018/19 and 7.00% in fiscal year 2019/20. The new discount rate went into effect July 1, 2018 for the City and other member employers. Lowering the CalPERS Discount Rate means member employers like the City will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the PEPRA (defined below) will also see their contribution rates rise.

On January 1, 2013, the Public Employees' Pension Reform Act of 2013 ("PEPRA") took effect. Among other things, PEPRA created a new benefit tier for public employees hired on or after January 1, 2013. The City believes that the provisions of PEPRA will help control its pension benefit liabilities in the future.

In April 2013, the CalPERS Board approved revised actuarial policies that aimed at returning the CalPERS system to fully-funded status within 30 years. These policies include a rate-smoothing method with a

30-year fixed amortization period for gains and losses (rather than the current 30-year rolling amortization method). CalPERS delayed the implementation of the new policy until fiscal year 2015/16, and as described below further revised these policies in subsequent years.

Also, on February 20, 2014, the CalPERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the CalPERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016/17.

The CalPERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on December 20, 2017, the CalPERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.625% for the June 30, 2017 actuarial valuation and to 2.50% for the June 30, 2018 actuarial valuation, (ii) lowering the payroll growth rate to 2.875% for the June 30, 2017 actuarial valuation and 2.75% for the June 30, 2018 actuarial valuation, and (iii) certain changes to demographic assumptions relating to the salary scale for most constituent groups, and modifications to the morality, retirement, and disability retirement rates.

On February 14, 2018, the CalPERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While CalPERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

There can be no assurances that CalPERS will not make additional changes to its actuarial assumptions and policies in the future impacting upon the City's required funding contributions and its unfunded accrued liability.

Changes in Pension Accounting Standards. Reporting obligations under GASB 68 commenced with financial statements for Fiscal Year 2014-15. Under GASB 68, an employer reports the net pension liability, pension expense and deferred outflows/deferred inflows of resources (as such terms are described in the following paragraph) related to pensions in its financial statements as part of its financial position. As a result of this change in accounting standards, in Fiscal Year 2014-15: (i) the City's total net position (for government funds only) decreased by approximately \$6,791,750; (ii) the City's deferred outflows-contributions increased by \$687,105 (for government funds only); and (iii) the City's net pension liability increased by \$7,478,855 (for government funds only).

The net pension liability is the plan's total pension liability based on the Entry Age Normal Actuarial Cost Method less the plan's fiduciary net position. The pension expense is the change in net pension liability from the previous fiscal year to the current fiscal year, less adjustments. Deferred outflows and deferred inflows of resources related to pensions are certain changes in total pension liability and fiduciary net position that are to be recognized in future pension expense. Under GASB 68, deferred inflows and deferred outflows of resources related to pensions are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year in which the gain or loss occurs. The remaining amounts are categorized as deferred inflows and deferred outflows to be recognized in future pension expense.

GASB 68 is a change in accounting reporting standards, but it does not change the City's CalPERS plan funding obligations.

Change in Pensionable Compensation. On August 21, 2014, the CalPERS Board approved changes to clarify the types of compensation upon which pension benefits are based, primarily for employees hired after January 1, 2013. Under the changes, the CalPERS Board identified several dozen specific types of compensation which will count toward pension benefit calculations, including temporary and special assignment payments and certain categories of tasks, and identified types of compensation that will not be included in pension benefit calculations. Although the changes could result in an increase in the City's future CalPERS contributions, it is not currently possible to quantify the magnitude of such increases. The City believes that any such changes would be immaterial to its CalPERS contributions.

For additional information relating to the City's CalPERS Miscellaneous Plan, see Note 5 to the City's audited financial statements set forth in Appendix B.

No assurance can be provided that the City's CalPERS Miscellaneous Plan expenses will not increase significantly in the future.

Other Post-Employment Benefits

In addition to the pension benefits described under the caption "—Retirement Contributions," the City provides certain health care benefits ("**OPEB**") for retired employees and eligible dependents. As of July 1, 2015, approximately 17 former City employees received OPEB benefits, with an additional 49 retirees not currently receiving benefits but eligible to do so in the future. The City's defined benefit post-employment healthcare plan, the Coachella Retiree Healthcare Plan, is part of the California Employers' Retiree Benefit Trust Program ("**CERBT**"). CERBT is an agent multiple-employer post-employment healthcare plan administered by the CalPERS Board of Administration, which acts as a common investment and administrative agent for participating public employers in the State. The plan provides retiree healthcare benefits for employees who retire with CalPERS pension benefits immediately upon termination of employment from the City. Eligible retirees may elect coverage through the City's contract with CalPERS.

The contribution requirements for plan members and the City are established and may be amended by the City Council. The City provides a retiree healthcare stipend for medical coverage up to a cap. The 2016 cap is \$452.90 for management and elected officials and \$189.00 for other employees. The CERBT program's funding policy provides for the contributions by the City at actuarially determined rates described as the annual required contribution (the actuarial value of benefits earned during plus costs to amortize the unfunded actuarial accrued liability, or "**OPEB ARC**") of the employer.

The OPEB ARC is actuarially determined in accordance with GASB Statement No. 45 ("**GASB 45**") and represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as approved by the City Council. For Fiscal Years 2014-15 and 2015-16, the City contributed approximately \$255,563 and \$304,927 to the OPEB plan, including amounts for current premiums. For Fiscal Year 2016-17, the City expects to contribute approximately \$50,000 to the OPEB plan, based on an OPEB ARC of \$283,203. Plan members pay the portion of premiums not paid by the City (e.g., in excess of capped amounts).

The City retained Actuarial & Financial Consulting (the "**Actuarial Consultant**") to calculate the City OPEB funding status. In a report dated November 6, 2019 (the "**Report**"), the Actuarial Consultant concluded that, as of June 30, 2019, the City's unfunded actuarial accrued liability (the "**OPEB UAAL**") for OPEB was \$4,219,725, while the actuarial value of OPEB plan assets was \$0, for a funded ratio of 0%. The Actuarial Consultant also concluded that the City's OPEB ARC was \$283,203.

For Fiscal Years 2018-19, 2017-18, 2016-17, 2015-16 and 2014-15, the City's annual OPEB contributions of \$102,056, \$82,962, \$53,878, \$304,927 and \$255,563, respectively, to CERBT were equal to or exceeded the OPEB ARC. The City is currently exploring whether to develop and implement a plan to begin paying down the OPEB UAAL. There can be no assurance as to whether the City will elect to do, or as to the timing of such a plan.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of the occurrence of events far into the future, including assumptions about future employment, mortality and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress set forth below presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits. The most recent actuarial valuation for the City's OPEB plan was obtained as of November 6, 2019.

A summary of the City's OPEB plan for the past five years is set forth below.

| <i>Actuarial Valuation Date (July 1)</i> | <i>Actuarial Accrued Liability</i> | <i>Actuarial Value of Assets</i> | <i>OPEB UAAL</i> | <i>Funded Ratio</i> | <i>Annual Covered Payroll</i> | <i>OPEB UAAL as a Percentage of Annual Covered Payroll⁽¹⁾</i> |
|------------------------------------------|------------------------------------|----------------------------------|------------------|---------------------|-------------------------------|--------------------------------------------------------------------------|
| 2015 | \$2,191,979 | \$0 | \$2,191,979 | 0% | \$5,063,737 | 43.29% |
| 2016 | 2,446,479 | 0 | 2,446,479 | 0 | 5,475,348 | 44.68 |
| 2017 | 3,180,724 | 0 | 3,180,724 | 0 | 5,412,001 | 58.77 |
| 2018 | 3,698,609 | 0 | 3,698,609 | 0 | 5,826,184 | 63.48 |
| 2019 | 4,219,725 | 0 | 4,219,725 | 0 | 6,124,186 | 68.90 |

⁽¹⁾ OPEB UAAL divided by Annual Covered Payroll.

Source: Report of Actuarial Consultant Dated November 6, 2019.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

[In the Report, the Entry Age Normal Cost Method was used. The actuarial assumptions included an annual healthcare cost trend rate of 5% per annum until benefits reach a maximum of \$647 and \$270 for management/elected and other employees, respectively. The actuarial assumptions also included a discount rate of 3.75% per annum. The OPEB UAAL is being amortized as a level percentage of projected payroll on a closed basis over 30 years. The remaining amortization period was 25 years as of June 30, 2015.][UPDATE]

For Fiscal Year 2020-21, the City budgeted approximately \$_____ with respect to OPEB, which is equal to the Fiscal Year 2020-21 OPEB ARC. The City currently does not expect that any increased funding of OPEB in the future would have a material adverse effect on the ability of the City to make Rental Payments.

For additional information relating to the City's OPEB plan, see Note 9 to the City's audited financial statements set forth in Appendix B.

City Investment Policy

The City invests its funds in accordance with the City’s Investment Policy, which was adopted by the City Council on February 10, 2016 in accordance with Section 53600 *et seq.* of the State Government Code. Idle cash management and investment transactions are the responsibility of the City Treasurer. The Investment Policy sets forth the policies and procedures applicable to the investment of City funds and designates eligible investments. The Investment Policy has a stated objective, among others, of insuring the safety of invested funds by utilizing a “prudent investor” standard. Eligible investments are described below.

| <i>Authorized Investment Type</i> | <i>Maximum Maturity⁽¹⁾</i> | <i>Maximum Percentage of Portfolio⁽²⁾</i> | <i>Maximum Investment in One Issuer</i> |
|------------------------------------|---------------------------------------|------------------------------------------------------|-----------------------------------------|
| Local Agency Bonds | 5 years | None | None |
| United States Treasuries | 5 years | None | None |
| United States Agency Securities | 5 years | 30% | None |
| United States Corporate Bonds | N/A | 25% | 5% |
| Banker’s Acceptances | 270 days | 40% | None |
| Commercial Paper | 270 days | 15% | 10% |
| Negotiable Certificates of Deposit | 5 years | 30% | None |
| Demand Deposits | N/A | None | None |
| Repurchase Agreements | 2 weeks | 10% | None |
| Reverse Repurchase Agreements | 92 days | 20% of base value | None |
| Medium Term Notes | 5 years | 30% | None |
| Mutual Funds | N/A | 15% | None |
| Money Market Mutual Funds | N/A | 10% | 10% |
| Mortgage Pass-Through Securities | 5 years | 20% | None |
| County Pooled Investment Funds | N/A | None | None |
| Local Agency Investment Fund | N/A | None | None |
| JPA Pools | N/A | None | None |

⁽¹⁾ No more than 50% of the portfolio may have maturity dates that are in excess of two years at any given time.

⁽²⁾ Excluding amounts that are held by bond trustees. See the caption “—Indebtedness.”

Source: City.

Funds are invested in the following order of priority:

- Safety of Principal
- Liquidity
- Return on Investment

See Note 2 to the audited financial statements set forth in Appendix B for further information with respect to the City’s investment policies and investments as of June 30, 2019.

Insurance

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and emissions and natural disasters. The City is a member of the Public Entity Risk Management Authority (“PERMA”), a joint powers authority that was formed under Section 990 of the California Government Code for the purpose of jointly funding programs of insurance coverage for its members. PERMA is currently comprised of 34 participating member agencies. The City participates in the liability, worker’s compensation, employment practices and property insurance programs of PERMA.

The City is self-insured for the first \$125,000, \$250,000 and \$25,000 of each occurrence or accident in the liability, workers' compensation and employment practices programs, respectively. For property insurance the City is self-insured for the first \$5,000 per occurrence except as follows: \$100,000 for flood, 24-hour service interruption. Excess costs above the self-insured amounts are shared between participating members based on their respective deposit premium contributions and in accordance with PERMA policies.

The City's property insurance includes earthquake and flood damage coverage in amounts up to \$5,000,000, with a 5% (\$50,000 minimum) deductible for earthquake coverage and a \$50,000 deductible for flood coverage.

During the past three Fiscal Years, none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in pooled or insured coverage from the prior year.

For further information regarding the City's insurance coverage and risk management, including changes in the balances of claim liabilities during the past three years, see Note 10 to the audited financial statements set forth in Appendix B.

State Budget Information

The following information concerning the State's budgets has been obtained from publicly available information which the City believes to be reliable; however, the City does not guarantee the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest due with respect to the Bonds is payable from any funds of the State.

In 2008, the State began experiencing the most significant economic downturn and financial pressure since the Great Depression of the 1930s. Despite the recent significant budgetary improvements, according to the State, there remain a number of major risks and pressures that threaten the State's financial condition, including the threat of recession, potential changes to federal fiscal policies and large unfunded liabilities now totaling in excess of \$200 billion for CalPERS, CalSTRS, the University of California ("UC") Retirement System and the State's and UC's retiree healthcare benefits plans. The State's revenues (particularly the personal income tax) can be volatile and correlate to overall economic conditions. There can be no assurances that the State will not face fiscal stress and cash pressures again, or that other changes in the State or national economies will not materially adversely affect the financial condition of the State.

The City cannot predict the extent of any budgetary problems the State will encounter in future fiscal years, and, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the City cannot predict the impact that State budgets will have on the City's finances and operations or what actions will be taken in the future by the State Legislature and the Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors, including the current economic downturn, over which the City has no control. See "RISK FACTORS—Dependence on State for Certain Revenues."

RISK FACTORS

The following information should be considered by prospective investors, in addition to the other matters set forth in this Official Statement in evaluating the Bonds. However, it does not purport to be a comprehensive or exhaustive discussion of risks or other considerations which may be relevant to an investment in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. There can be no assurance that other risk factors not discussed herein will not become material in the future.

City Obligations

The City has other obligations payable from its General Fund, including but not limited to debt obligations, lease obligations and other obligations related to post-employment retirement benefits as well as certain other liabilities. The Trust Agreement does not prohibit the County from incurring additional lease and other obligations payable from the City's General Fund. See "THE CITY—Indebtedness" for further discussion of the City's obligations.

COVID-19 Pandemic

The recent global outbreak of the novel coronavirus COVID-19 ("COVID-19"), a respiratory disease declared to be a pandemic (the "Pandemic") by the World Health Organization, is significantly affecting the national capital markets and national, state and local economies. The State has stated that the negative impact of the Pandemic on revenues will be immediate, affecting the current fiscal year and several fiscal years in the future. The May Revision to the 2020-21 State budget proposal reflected a shortfall of \$54.3 billion, and significant reductions in funding for many programs and services were ultimately made in the State's adopted budget for fiscal year 2020-21 in order to address this deficit. Unemployment in the United States has dramatically increased as a result of the outbreak. The State, the County and the City have taken actions designed to mitigate the spread of COVID-19, including requiring the temporary closure of nonessential businesses.

The County Health Officer for Riverside County has adopted and implemented state orders through, "COVID-19 Guidelines and Reopening Plan," that aligns the County with both the Governor's July 13, 2020 announcement requiring the closure of specific activities and business sectors and the State's August 28, 2020 issuance of a "Blueprint For a Safer Economy" and "Adjusting Permitted Sector Activities" which describes tiered approach to relaxing and tightening restrictions on activities based on specified criteria and as permitted by the Order based on County health conditions and circumstances. The County is in a restrictive, or "red - substantial," level of the State's four-tier virus-tracking roadmap. There can be no assurance that more restrictive safety protocols (including business closures) will not be imposed or reimposed in the future, depending on the course of the Pandemic and other factors.

The actual impact of COVID-19 on the City, its economy and its finances will depend on future events, including future events outside of the control of the City, and actions by the federal government, the State and the County. The City cannot predict the extent or duration of the outbreak or what overall impact it may have on the City's financial condition or operations. Any financial information, including projections, forecasts and budgets presented herein do not account for all of the potential effects of COVID-19 unless specifically referenced.

Increasing Retirement Related Costs

The City is required to make contributions to CalPERS for City employees. Such obligations are a significant financial obligation of the City and are projected to increase significantly in the future. Actual contribution rates will depend on a variety of factors, including but not limited to actual investment returns, and future changes to benefits or actuarial assumptions. There can be no assurances that actual increases in required contributions will not be higher than the projections. See "THE CITY—Employees' Retirement Plan."

Dependence on State for Certain Revenues

A number of the City's revenues are collected and dispersed by the State (such as sales tax and motor-vehicle license fees) or allocated in accordance with State law (most importantly, property taxes). Therefore, State budget decisions can have an impact on City finances. In the event of a material economic downturn in the State, there can be no assurance that any resulting revenue shortfalls to the State will not reduce revenues

to local governments (including the City) or shift financial responsibility for programs to local governments as part of the State's efforts to address any such related State financial difficulties.

Natural Disasters

The occurrence of an earthquake, fire, flooding or other natural disaster which resulted in significant damage within the City or otherwise significantly impacted the economy of the City could materially adversely affect the financial condition of the City. In addition, the City's economy could be impacted in the future by potential future increased state or federal regulations.

Earthquakes are considered a threat to the City due to the highly active seismic region in which the City lies and the proximity of fault zones, which could influence the entire southern coastal portion of the State. Although no major earthquake has caused substantial damage to the City, the City is located over the San Andreas Fault.

An earthquake along one of the faults in the vicinity of the City, either known or unknown, could cause a number of casualties and extensive property damage. The effects of such an earthquake could be aggravated by aftershocks and secondary effects such as fires, landslides, dam failure, liquefaction and other threats to public health, safety and welfare. The potential direct and indirect consequences of a major earthquake could easily exceed the resources of the City and would require a high level of self-help, coordination and cooperation.

The City generally is not located within a 100-year floodplain.

The occurrence of natural disasters in the City could result in substantial damage to the City which, in turn, could substantially reduce General Fund revenues and affect the ability of the City to make the debt service payments on the Bonds. The potential direct and indirect consequences of a major earthquake, a wildfire or other natural disasters can easily exceed the resources of the City and would require a high level of self-help, coordination and cooperation.

Hazardous Substances

The discovery of a hazardous substance that limits the beneficial use of taxable property within the City could result in the reduction in the assessed value of property, and therefore property tax revenue available to make Rental Payments. In general, the owners and operators of a property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but State laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the City be affected by a hazardous substance, could be to reduce the marketability and value of such property by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The City has not independently verified, but is not aware of, the presence of any hazardous substances on the Property. Hazardous substance liabilities may arise in the future with respect to any of the property in the City as a result of the existence, currently, of a substance that is presently classified as hazardous but which has not been released or the release of which is not presently threatened. Hazardous substance liabilities may also arise in the future as a result of the existence, currently, on a parcel of a substance that is not presently classified as hazardous but which may in the future be so classified. Additionally, such liabilities may arise from the method of handling such a substance. These possibilities could significantly affect the value of a

parcel and could result in substantial delays in completing planned development on parcels that are currently undeveloped.

Cybersecurity

The City relies on computers and technology to conduct its operations. The City and its departments face cyber threats from time to time including, but not limited to, hacking, viruses, malware and other forms of technology attacks. To date, there have been no significant, cyber-attacks on the City's computers and technologies.

While the City is routinely maintaining its technology systems and continuously implementing new information security controls, no assurances can be given that the City's security and operational control measures will be successful in guarding against all cyber threats and attacks. The results of any attack on the City's computer and technology could negatively impact the City's operations, and the costs related to such attacks could be substantial.

Limitation on Sources of Revenues; Additional Expenditures

There are limitations on the ability of the City to increase revenues payable to the City's General Fund. The ability of the City to increase taxes is limited by Article XIII A, Article XIII B, Article XIII C, Article XIII D and Proposition 62. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS." In addition to limitations that have been imposed on the ability of the City to raise revenues, State and federally mandated expenditures by City's for justice, health and welfare have increased. There can be no assurances that state or federal actions affecting the City will not have a material adverse financial impact on the City.

Limitation on Remedies; Bankruptcy

The enforceability of the rights and remedies of the Holders of the Bonds are subject to a number of limitations, including bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities in the State of California.

In addition, the rights and remedies of the Holders of the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws and to other laws or equitable principles that may affect the enforcement of creditors' rights. The City is a governmental unit and therefore cannot be the subject of an involuntary case under the United States Bankruptcy Code (the "Bankruptcy Code"). However, the City is a municipality and therefore may seek voluntary protection from its creditors pursuant to Chapter 9 of the Bankruptcy Code for purposes of adjusting its debts. Should the City file for bankruptcy, there could be adverse effects on the Holders of the Bonds.

If the City is in bankruptcy, the parties (including the Trustee and the Holders of the Bonds) may be prohibited from taking any action to collect any amount from the City or to enforce any obligation of the City, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the Holders of the Bonds from funds in the Trustee's possession.

The Bonds are not secured by any property other than the funds that the City has actually deposited with the Trustee. The Bonds are not secured by funds in the City treasury which are allocated for deposit in the Revenue Fund in the City treasury. If the City is in bankruptcy, it may not be obligated to make any further deposits with the Trustee, it may not be obligated to make any further allocations of funds for deposit to the Revenue Fund, and it may not be obligated to turn over to the Trustee any moneys in the City treasury that have been allocated for deposit to the Revenue Fund. As a result, the Bonds would likely be treated as

unsecured obligations of the City in the bankruptcy case. Under such circumstances, the Holders of the Bonds could suffer substantial losses.

The City may be able, without the consent and over the objection of the Trustee or the Holders of the Bonds, to alter the priority, interest rate, payment terms, maturity dates, payment sources, covenants, and other terms or provisions of the Trust Agreement and the Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the City that could result in delays or reductions in payments on the Bonds, or result in losses to the Holders of the Bonds. Regardless of any specific adverse determinations in a City bankruptcy proceeding, the fact a City bankruptcy proceeding has occurred could have an adverse effect on the liquidity and value of the Bonds.

In two situations in the State, holders of pension obligations bonds issued by cities that participate in CalPERS experienced significant losses in their investment in such pension obligation bonds as a result of the cities subsequently seeking voluntary protection from their creditors pursuant to Chapter 9 of the Bankruptcy Code.

Limited Secondary Market

As stated herein, investment in the Bonds poses certain economic risks which may not be appropriate for certain investors, and only persons with substantial financial resources who understand the risk of investment in the Bonds should consider such investment. There can be no guarantee that there will be a secondary market for purchase or sale of the Bonds or, if a secondary market exists, that the Bonds can or could be sold for any particular price.

Changes in Law

There can be no assurance that the electorate of the State will not at some future time adopt additional initiatives or that the State Legislature will not enact legislation that will amend the laws or the Constitution of the State resulting in a reduction of the general fund revenues of the City and consequently, having an adverse effect on the security for the Bonds.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Article XIII A of the California Constitution

On June 6, 1978, California voters approved Proposition 13, adding Article XIII A to the California Constitution. Article XIII A, among other things, affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under ‘full cash value,’ or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data for the area under taxing jurisdiction, or reduced in the event of declining property value caused by substantial damage, destruction or other factors including a general economic downturn. Any reduction in assessed value is temporary and may be adjusted for any given year by the Assessor. The assessed value increases to its pre-reduction level (escalated to the annual inflation rate of no more than two percent) following the year(s) for which the reduction is applied. The amendment further limits the amount of any ad valorem tax on real property to 1% of the full cash value except that additional taxes may be levied to pay (i) debt service on indebtedness approved by the voters prior to July 1, 1978, (ii) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-

thirds of the votes cast by the voters voting on the proposition; and (iii) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the school district or community college district, but only if certain accountability measures are included in the proposition.

On June 3, 1986, California voters approved Proposition 46, which added an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school districts may increase the property tax rate above 1% for the period necessary to retire new general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

Legislation enacted by the State Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter approved bonded indebtedness are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of “base” revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. The City is unable to predict the nature or magnitude of future revenue sources which may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other ad valorem property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIII B of the California Constitution

On November 6, 1979, California voters approved Proposition 4, which added Article XIII B to the California Constitution. In June 1990, the voters through their approval of Proposition III amended Article XIII B. Article XIII B of the California Constitution limits the annual appropriations of the State and any city, county, school district, special district, authority or other political subdivision of the State (e.g. local governments) to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The “base year” for establishing such appropriation limit is the 1978-79 fiscal year. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to a governmental entity, or (ii) for emergencies so long as the appropriations limits for the three years following the emergency are reduced accordingly to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by or for the State, exclusive of certain State subventions for the use and operation of local government, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation of an entity of local government include any authorization to expend during a fiscal year the proceeds of taxes levied by or for that entity and the proceeds of certain State subventions to that entity and refunds of taxes. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to any entity of

government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues and (iii) certain State subventions received by local governments.

Article XIII B includes a requirement pursuant to which fifty percent (50%) of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount which may be appropriated by the State in compliance with Article XIII B during that fiscal year and the fiscal year immediately following it shall be transferred and allocated, from a fund established for that purpose, pursuant to Article XVI of the State Constitution. In addition, fifty percent (50%) of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount which may be appropriated by the State in compliance with Article XIII B during that fiscal year and the fiscal year immediately following it shall be returned by revising tax rates or fee schedules within the next two subsequent fiscal years. Further, Article XIII B includes a requirement that all revenues received by an entity of government, other than the State, in a fiscal year and in the fiscal year immediately following it that exceed the amount which may be appropriated by that entity in compliance with Article XIII B during that fiscal year and the fiscal year immediately following it shall be returned by revising tax rates or fee schedules within the next two subsequent fiscal years.

As amended in June 1990, the appropriations limit for the City in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the City's option, either (i) the percentage change in California per capita personal income from the preceding fiscal year, or (ii) the percentage change in the local assessment roll from the preceding fiscal year for the jurisdiction due to the addition of local nonresidential new construction. Pursuant to the Revenue and Taxation Code, the State's Department of Finance annually transmits to each city and each county an estimate of the percentage change in the population of the city or the county.

Article XIII B permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years.

The City Council adopted the annual appropriation limit for the Fiscal Year 2019-20 of \$137,139,558. The limitation applies only to proceeds of taxes (and investment earnings thereon) and therefore does not apply to service fees and charges, fines, and revenue from the sale of property and taxes received from the State and federal governments that are tied to special programs (or investment earnings on the foregoing). In Fiscal Year 2019-20, the funds subject to limitation total \$30,136,045 (total general operating budget minus revenues excluding taxes, investment earnings thereon, and debt service).

Proposition 62

Proposition 62, which was adopted by the voters at the November 4, 1986 general election, (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local government entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIII A of the California Constitution, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985, be ratified by a

majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

On September 28, 1995, the California Supreme Court, in the case of *Santa Clara County Local Transportation Authority v. Guardino*, upheld the constitutionality of Proposition 62. In this case, the court held that a county-wide sales tax of one-half of one percent was a special tax under Section 53722 of the Government Code, and was held invalid without the required two-thirds voter approval. The decision did not address the question of whether or not it should be applied retroactively.

Following the Guardino decision upholding Proposition 62, several actions were filed challenging taxes imposed by public agencies since the adoption of Proposition 62. On June 4, 2001, the California Supreme Court released its decision in one of these cases, *Howard Jarvis Taxpayers Association v. City of La Habra, et al.* In this case, the court held that a public agency's continued imposition and collection of a tax is an ongoing violation upon which the statute of limitations period begins anew with each collection. The court also held that, unless another statute or constitutional rule provided differently, the statute of limitations for challenges to taxes subject to Proposition 62 is three years. Accordingly, a challenge to a tax subject to Proposition 62 may only be made for those taxes received within three years of the date the action is brought.

The City believes that all taxes currently being collected by it comply with the requirements of Proposition 62.

Proposition 218

On November 5, 1996, the California voters approved Proposition 218, a constitutional initiative entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 added Articles XIII C and XIII D to the California Constitution and contains a number of interrelated provisions limiting the ability of local governments, including the City, to impose and collect both existing and future taxes, assessments, fees and charges. The City is unable to predict terms of Proposition 218 will be interpreted and applied by the courts in the future. Proposition 218 could substantially restrict the City's ability to raise future revenues and could subject certain existing sources of revenue to reduction or repeal, and increase the City's costs to hold elections, calculate fees and assessments, notify the public and defend its fees and assessments in court. Further, as described below, Proposition 218 provides for broad initiative powers to reduce or repeal local taxes, assessments, fees and charges. However, other than any impact resulting from the exercise of this initiative power, the City does not presently believe that the potential impact on the financial condition of the City as a result of the provisions of Proposition 218 will adversely affect the City's ability to pay principal of and interest on the Bonds and perform its other obligations as and when due.

Article XIII C requires that all new, extended, or increased local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City require a majority vote of the electorate and taxes for specific purposes, even if deposited in the City's General Fund, require a two-thirds vote of the electorate. These voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues through General Fund taxes, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure requirements.

Article XIII C also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed. This extension of the initiative power is not limited by the terms of Proposition 218 to local taxes, assessments, fees or charges imposed after November 6, 1996 and absent other legal authority could result in retroactive reduction in any existing taxes, assessments or fees and charges.

The repeal of local taxes, assessments, fees or charges could be challenged as a violation of the prohibition against impairing contracts under the contract clause of the United States Constitution. Subsequent to the amendment of Article XIII C, the State Legislature approved SB 919 (the "Proposition 218 Omnibus

Implementation Act”), which directed that the initiative power provided for in Proposition 218 “shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after November 6, 1998, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights” protected by the United States Constitution. However, no assurance can be given that the voters of the City will not, in the future, approve an initiative which reduces or repeals local taxes, assessments, fees or charges that are or will be deposited into the City’s General Fund. Further, “fees” and “charges” are not defined in Article XIII C or Proposition 218 Omnibus Implementation Act, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIII C as they do in Article XIII D, as described below. Accordingly, the scope of the initiative power under Article XIII C could include all sources of General Fund moneys not received from or imposed by the federal or State government or derived from investment income.

The initiative power granted under Article XIII C, by its terms, applies to all local taxes, assessments, fees and charges and is not limited to local taxes, assessments, fees and charges that are property related. The City is unable to predict whether the courts will interpret the initiative provision to be limited to property related fees and charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative which reduces or repeals local taxes, assessments, fees or charges which are deposited into the City’s General Fund. The City believes that in the event that the initiative power was exercised so that all local taxes, assessments, fees and charges which may be subject to the provisions of Proposition 218 are reduced or substantially reduced, the financial condition of the City, including its General Fund, would be materially adversely affected. As a result, there can be no assurances that the City would be able to pay the principal of and interest on the Bonds as and when due or any of its other obligations payable from the City General Fund.

Article XIII D added several requirements that generally made it more difficult for local agencies, such as the City, to levy and maintain “assessments” for municipal services and programs. “Assessment” is defined in Proposition 218 and the Proposition 218 Omnibus Implementation Act (as enacted in Government Code Section 53750) to mean any levy or charge upon real property for a special benefit conferred upon the real property. This includes maintenance assessments imposed in County service areas and in special districts. In most instances, in the event that the City is unable to collect assessment revenues relating to specific programs as a consequence of Proposition 218, the City will curtail such services rather than use amounts in the General Fund to finance such programs. Accordingly, the City anticipates that any impact Article XIII D may have on existing or future taxes, fees, and assessments will not adversely affect the ability of the City to pay the principal of and interest on the Bonds, as and when due. However, no assurance can be given that the City may or will be able to reduce or eliminate such services to avoid new costs for the City General Fund in the event the assessments that presently finance them are reduced or repealed.

Article XIII D also adds several provisions affecting “fees” and “charges” which are defined as “any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency (subdivision (a) of Section 2 of Article XIII D defines an agency as any local government as defined in subdivision (b) of Section 1 of Article XIII C) upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service.” All new fees and charges and, after June 30, 1997, all existing property related fees and charges that are extended, imposed or increased must conform to requirements prohibiting, among other things, fees and charges which (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. The City must then hold a hearing upon the proposed imposition or increase of such property-related fee or charge, and if written protests against the proposal are presented by a majority of the owners of the identified parcels, the City may not impose or increase the fee or charge. Moreover, except for fees or charges for sewer, water and refuse collection services, no property related fee or charge may be imposed or increased without majority

approval by the property owners subject to the fee or charge or, at the option of the City, two-thirds voter approval by the electorate residing in the affected area. The annual amount of revenues that are received by the City and deposited into its General Fund which may be considered to be property related fees and charges under Article XIII D is not substantial. Accordingly, the City does not presently anticipate that any impact Article XIII D may have on future fees and charges will adversely affect the ability of the City to pay the principal of and interest on the Bonds as and when due. However, no assurance can be given that the City may or will be able to reduce or eliminate such services to avoid new costs for the City General Fund in the event the fees and charges that presently finance them are reduced or repealed.

The fees and charges of the City's enterprise funds, including those which are not property related for purposes of Article XIII D, may be determined to be fees and charges subject to the initiative power as provided in Article XIII C, as described above. In the event that fees and charges cannot be appropriately increased or are reduced pursuant to the exercise of the initiative power, the City may have to choose whether to reduce or eliminate the service financed by such fees or charges or finance such service from its General Fund. Further, no assurance can be given that the City may or will be able to reduce or eliminate such services in the event the fees and charges that presently finance them are reduced or repealed.

Unitary Property

Some amount of property tax revenue of the City is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the City) according to statutory formula generally based on the distribution of taxes in the prior year.

Proposition 22

Proposition 22 ("Proposition 22"), which was approved by California voters in April 2010, prohibits the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services and prohibits fuel tax revenues from being loaned for cash-flow or budget balancing purposes to the State General Fund or any other State fund. Due to the prohibition with respect to State's ability to take, reallocate, and borrow money raised by local governments for local purposes, Proposition 22 supersedes certain provisions of Proposition 1A of 2004. See "—Proposition 1A" herein. In addition, Proposition 22 generally eliminates the State's authority to temporarily shift property taxes from cities, counties, and special districts to schools, temporarily increase school and community college district's share of property tax revenues, prohibits the State from borrowing or redirecting redevelopment property tax revenues or requiring increased pass-through payments thereof, and prohibits the State from reallocating vehicle license fee revenues to pay for State imposed mandates. In addition, Proposition 22 requires a two-thirds vote of each house of the State Legislature and a public hearing process to be conducted in order to change the amount of fuel excise tax revenues shared with cities and counties. The State's Legislative Analyst's Office (LAO) states that Proposition 22 will prohibit the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies.

Proposition 22 prohibits the State from borrowing sales taxes or excise taxes on motor vehicle fuels or changing the allocations of those taxes among local government except pursuant to specified procedures involving public notices and hearings. In addition, Proposition 22 requires that the State apply the formula setting forth the allocation of State fuel tax revenues to local agencies revert to the formula in effect on June 30, 2009. The LAO anticipates that Proposition 22 will require the State to adopt alternative actions to address its fiscal and policy objectives, particularly with respect to short-term cash flow need.

Proposition 1A

As part of former Governor Schwarzenegger's agreement with local jurisdictions, Senate Constitutional Amendment No. 4 was enacted by the Legislature and subsequently approved by the voters as Proposition 1A ("Proposition 1A") at the November 2004 election. Proposition 1A amended the State Constitution to, among other things, reduce the Legislature's authority over local government revenue sources by placing restrictions on the State's access to local governments' property, sales, and vehicle license fee revenues as of November 3, 2004. Beginning with Fiscal Year 2008-09, the State may borrow up to 8 percent of local property tax revenues, but only if the Governor proclaims such action is necessary due to a severe State fiscal hardship and two-thirds of both houses of the Legislature approves the borrowing. The amount borrowed is required to be paid back within three years. The State also will not be able to borrow from local property tax revenues for more than 2 fiscal years within a period of 10 fiscal years. In addition, the State cannot reduce the local sales tax rate or restrict the authority of local governments to impose or change the distribution of the statewide local sales tax.

The 2009-10 State budget included a Proposition 1A diversion of \$1.935 billion in local property tax revenues from cities, counties, and special districts to the State to offset State general fund spending. Such diverted revenues must be repaid, with interest, no later than June 30, 2013. The amount of the Proposition 1A diversion from the City was \$833,681. The City participated in a State-sponsored program financing the Proposition 1A diversion and, accordingly, received its full share of property tax revenues.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. The City does not believe that Proposition 26 will adversely affect its General Fund revenues.

Future Initiatives

Articles XIII A, XIII B, XIII C and XIID and Propositions 22 and 26 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. The limitations imposed upon the City by these provisions hinder the City's ability to raise revenues through taxes or otherwise and may therefore prevent the City from meeting increased expenditure requirements. From time to time, other initiative measures could be adopted, some of which may place further limitations on the ability of the State, the City or local districts to increase revenues or to spend money or which could have other financially adverse effects

such as requiring the City to undertake new responsibilities. Such other initiatives could have a material adverse effect on the City's financial condition.

TAX MATTERS

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code but interest on the Bonds is exempt from State of California personal income tax.

The amount by which a Bond Owner's original basis for determining gain or loss on sale or exchange of the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which a Bond Owner may elect to amortize under Section 171 of the Code; such amortizable bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of taxable interest received), and is deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

Except for certain exceptions, the difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the Bond. Bond Owners should consult their own tax advisor with respect to taking into account any original issue discount on the Bond.

The federal tax and State of California personal income tax discussion set forth above with respect to the Bonds is included for general information only and may not be applicable depending upon a Bond Owner's particular situation. The ownership and disposal of a Bond and the accrual or receipt of interest with respect to the Bond may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

VALIDATION

On July 2, 2020, the City, acting pursuant to the provisions of Section 860 et seq. of the California Code of Civil Procedure, filed a complaint in the Superior Court of the State of California in and for the County of Riverside seeking judicial validation of the transactions relating to the CalPERS Contract and the Bonds and certain other matters entitled *City of Calexico v. All Persons Interested et al.* (Case No. PSC2002998). On September 25, 2020, the court entered the Validation Judgment to the effect, among other things, (i) the Trust Agreement will be a valid, legal and binding obligation of the City and the approval thereof was in conformity with applicable provisions of law and (ii) the City has the authority under California law to provide for the refunding of its Unfunded Liability by issuing the Bonds and applying the proceeds of the Bonds to the retirement of its Unfunded Liability. Pursuant to Section 870 of the California Code of Civil Procedure, the last day to timely file a notice of appeal to this judgment was October 25, 2020. On October 26, 2020, the judgment became binding and conclusive in accordance with California law. The City is unaware of any threatened challenge to this judgment. In issuing its approving opinion, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, will rely, among other things, upon the above-described judgment.

CERTAIN LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix D hereto. Certain additional matters will be passed upon by Nixon Peabody LLP, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by the City Attorney, for the Underwriter by Jones Hall, A Professional Law Corporation, San Francisco, California and for the Trustee by its counsel. Bond Counsel has not undertaken any responsibility to the owners of the Bonds for the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expresses no opinion relating thereto.

LITIGATION

[CONFIRM]

To the best knowledge of the City there is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the execution and delivery or the issuance of the Bonds, or the execution and delivery of the Trust Agreement, or in any way contesting or affecting the validity of any of the foregoing or any proceedings of the City taken with respect to any of the foregoing.

There are a number of lawsuits and claims pending against the City. In the opinion of the City, such other lawsuits and claims presently pending will not have a material adverse effect on the ability of the City to pay the principal of and interest on the Bonds.

RATING

S&P Global Ratings (“S&P”) has assigned the rating of “_____” to the Bonds. An explanation of the significance and status of such rating may be obtained from S&P. There is no assurance that such rating will continue for any given period of time or that it will not be revised or withdrawn entirely by any of S&P, if in its judgment, circumstances so warrant. A revision or withdrawal of any rating for the Bonds could have an effect on the market prices and marketability of the Bonds. The City cannot predict the timing or impact of future actions by S&P.

FINANCIAL STATEMENTS OF THE CITY

Included herein as Appendix A are the audited financial statements of the City as of and for the year ended June 30, 2019, together with the report thereon dated December 12, 2019 of The Pun Group, LLP (the “Auditor”). The Auditor has not undertaken to update the audited financial statements of the City or its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 12, 2019.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City by not later than March 31 of each year commencing with the report for the 2019-20 Fiscal Year (the “Annual Report”) and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (“EMMA”) or any successor assigned by the Municipal Securities Rulemaking Board or Securities and Exchange Commission. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”). The specific

nature of the information to be contained in the Annual Report or the notices of enumerated events by the City is set forth in APPENDIX E—“FORM OF CONTINUING DISCLOSURE AGREEMENT.”

The former redevelopment agency of the City, the Successor Agency to the City’s former redevelopment agency, the Coachella Financing Authority, the Coachella Sanitary District and the Coachella Water Authority, which are related entities to the City, have previously entered into continuing disclosure undertakings under Rule 15c2-12 in connection with the issuance of municipal obligations. [In the past five years, certain material event notices disclosing ratings downgrades of the bond insurer for various bond issues of the City’s related entities were not filed. In order to correct these prior noncompliance issues and to ensure future compliance with all its continuing disclosure undertakings on a timely basis, the City has contracted with the Urban Futures, Inc., to act as dissemination agent and to prepare and perform the required filings for all of its continuing disclosure obligations. The Dissemination Agent submitted corrective filings with the Municipal Securities Rulemaking Board with respect to the above-described matters.]

UNDERWRITING

The Bonds are being purchased by Ramirez & Co. LLC, as Underwriter. The Underwriter has agreed to purchase the Bonds at a purchase price of \$_____ (representing the principal amount of the Bonds less an underwriting discount of \$_____). The Bond Purchase Agreement with respect to the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased. The obligation of the Underwriter to accept delivery of the Bonds is subject to certain conditions contained in such Bond Purchase Agreement.

The Bonds are offered for sale at the initial prices stated on the inside cover page of this Official Statement, which may be changed from time to time by the Underwriter. The Bonds may be offered and sold to certain dealers at prices lower than the public offering prices.

MUNICIPAL ADVISOR

The City has retained Urban Futures, Inc., Tustin, California, as Municipal Advisor for the sale of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

MISCELLANEOUS

The foregoing and subsequent summaries or descriptions of provisions of the Bonds and the Trust Agreement and all references to other materials not purporting to be quoted in full, are only brief outlines of some of the provisions thereof. Reference is made to said documents for full and complete statements of the provisions of such documents. The appendices attached hereto are a part of this Official Statement. Copies of the Trust Agreement, in reasonable quantity, may be obtained during the offering period from the Underwriter and thereafter upon request to the principal corporate trust office of the Trustee. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement has been duly authorized by the City. This Official Statement is not to be construed as a contract or an agreement between the City and the purchasers or owners of any of the Bonds.

CITY OF COACHELLA

By: _____
City Manager

APPENDIX A
THE CITY OF COACHELLA AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

APPENDIX B

**ECONOMIC AND DEMOGRAPHIC INFORMATION
REGARDING THE CITY OF COACHELLA**

This appendix sets forth general economic and demographic information in and about the City of Coachella (“Coachella”) including information with respect to its finances. The following information concerning Coachella, County of Riverside (the “County”) and the State of California (the “State”) is included only for general background purposes. It is not intended to suggest that the Bonds are payable from any source other than Deposit Amounts.

General

The City is located in the center of the Riverside County (the “County”) at the east end of the Coachella Valley, approximately 134 miles east of Los Angeles and 30 miles southeast of Palm Springs. The City covers an area in excess of 28 square miles and had a population of approximately 46,351 as of January 1, 2019. Interstate 10 and State Routes 86 and 111 traverse the City. The City covers an area in excess of 19 square miles at an average elevation of 67 feet below sea level. The City has a temperate climate with a mean average temperature of 73.1 degrees and average annual rainfall of 3.38 inches.

Incorporated in 1946, the City operates as a general law city. It has a council-manager form of government, with five City Council members elected at large for staggered four-year terms. The City Council elects one of the Council members as Mayor.

Population

The following table presents population statistics for the City for the last 10 years.

**CITY OF COACHELLA
POPULATION ESTIMATES⁽¹⁾**

| <i>Calendar Year</i> | <i>Population</i> |
|----------------------|-------------------|
| 2011 | 41,614 |
| 2012 | 42,412 |
| 2013 | 43,473 |
| 2014 | 44,113 |
| 2015 | 44,291 |
| 2016 | 44,836 |
| 2017 | 45,537 |
| 2018 | 45,777 |
| 2019 | 46,885 |
| 2020 | 47,186 |

⁽¹⁾ Estimated by the California Department of Finance, Demographic Research Unit, as of January 1 of each year.
Source: California Department of Finance.

Industry and Employment

The following table summarizes the civilian labor force, employment and unemployment figures for the City and for the County for the years 2011 through 2019.

**CITY OF COACHELLA AND COUNTY OF RIVERSIDE
LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
(Yearly Average)⁽¹⁾**

| Year | City of Coachella | | Unemployed Rate | Riverside County | California |
|------|-------------------|----------|--------------------|----------------------|----------------------|
| | Labor Force | Employed | | Unemployment Rate | Unemployment Rate |
| 2011 | 18,100 | 14,500 | 19.6% | 13.2% | 11.7% |
| 2012 | 18,200 | 15,000 | 17.4 | 11.6 | 10.4 |
| 2013 | 18,100 | 15,400 | 15.0 | 9.9 | 8.9 |
| 2014 | 18,400 | 16,100 | 12.5 | 8.2 | 7.5 |
| 2015 | 18,600 | 16,600 | 10.3 | 6.7 | 6.2 |
| 2016 | 19,600 | 17,000 | 13.6 | 6.1 | 5.5 |
| 2017 | 19,800 | 17,400 | 12.3 | 5.3 | 4.8 |
| 2018 | 20,000 | 17,800 | 11.0 | 4.5 | 4.3 |
| 2019 | 20,100 | 18,100 | 10.1 | 4.2 | 4.0 |

⁽¹⁾ Not seasonally adjusted. Figures represent the 12-month average for each such year.
Source: California Employment Development Department.

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The County is a part of the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (the “MSA”), which includes all of the County and San Bernardino County. The following table summarizes the civilian labor force in the MSA for the calendar years 2015 through 2019. These figures reflect statistics for the MSA and may not necessarily accurately reflect employment trends in the City.

**RIVERSIDE-SAN BERNARDINO-ONTARIO METROPOLITAN STATISTICAL AREA
ANNUAL AVERAGE EMPLOYMENT⁽¹⁾
Calendar Years 2015-2019**

| | <i>2015</i> | <i>2016</i> | <i>2017</i> | <i>2018</i> | <i>2019</i> |
|-------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| Total Farm | 14,800 | 14,600 | 14,500 | 14,500 | 15,100 |
| Total Nonfarm | 1,354,400 | 1,403,300 | 1,454,900 | 1,506,700 | 1,541,800 |
| Total Private | 1,121,100 | 1,161,000 | 1,203,900 | 1,249,500 | 1,281,300 |
| Goods Producing | 183,100 | 191,600 | 197,600 | 207,500 | 208,300 |
| Mining, Logging, and Construction | 87,000 | 92,900 | 98,400 | 106,400 | 107,100 |
| Construction | 85,700 | 92,000 | 97,400 | 105,200 | 105,900 |
| Manufacturing | 96,200 | 98,700 | 99,200 | 101,100 | 101,200 |
| Service Providing | 1,171,200 | 1,211,700 | 1,257,300 | 1,299,300 | 1,333,500 |
| Trade, Transportation and Utilities | 333,100 | 347,900 | 365,500 | 379,600 | 390,700 |
| Wholesale Trade | 60,500 | 61,600 | 62,600 | 65,500 | 66,700 |
| Retail Trade | 174,400 | 178,300 | 180,900 | 181,200 | 181,300 |
| Transportation, Warehousing and Utilities | 98,100 | 108,000 | 122,100 | 132,900 | 142,800 |
| Information | 11,700 | 11,800 | 11,600 | 11,400 | 11,500 |
| Financial Activities | 43,700 | 44,300 | 43,900 | 43,800 | 44,200 |
| Professional and Business Services | 147,400 | 144,900 | 146,900 | 151,400 | 155,500 |
| Educational and Health Services | 206,300 | 215,700 | 226,700 | 239,500 | 250,100 |
| Leisure and Hospitality | 151,700 | 160,200 | 166,300 | 170,600 | 175,200 |
| Other Services | 44,000 | 44,600 | 45,400 | 45,800 | 45,800 |
| Government | 233,300 | 242,300 | 251,000 | 257,200 | 260,500 |
| Total, All Industries ⁽¹⁾ | <u>5,617,700</u> | <u>5,825,400</u> | <u>6,046,100</u> | <u>6,269,100</u> | <u>6,418,500</u> |

⁽¹⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers and workers on strike.

Source: California Employment Development Department, Labor Market Information Division.

Development in the County area has brought a number of large firms to the area around the City. Much of the City’s economy involves agribusiness, with the major crops being grapes, grapefruit and dates.

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Major Employers

The following table lists the largest employers in the City as of June 30, 2019, the most recent fiscal year for which such information is available.

CITY OF COACHELLA PRINCIPAL EMPLOYERS

| <i>Name of Company</i> | <i>Number of Employees</i> | <i>Type of Business</i> |
|-------------------------------------------------------------|----------------------------|-------------------------|
| Coachella Valley Unified School District ⁽¹⁾ | 564 | Education |
| Spotlight 29 Casino | 433 | Indian gaming |
| Ernie Ball Inc./Paladar | 380 | Manufacturing |
| Augustine Casino | 350 | Indian gaming |
| Armtec Defense (Subsidiary of Esterline Defense Technology) | 288 | Munitions |
| Valley Pride ⁽²⁾ | 214 | Farming |
| Coachella Valley Water District | 196 | Public Works |
| Teserra Outdoors (formerly California Pools) | 161 | Pool/Landscaping |
| Cardenas (Market #18) | 110 | Grocery Store |
| Coca-Cola Enterprises, Inc. | 100 | Food and Beverage |

⁽¹⁾ Includes full-time and part-time employees

⁽²⁾ Count is at peak of season during harvest (November – March)

Source: City of Coachella FY 19 Comprehensive Annual Financial Report; Avenue Insights & Analytics.

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Commercial Activity

Taxable sales in the City totaled approximately \$337,274,947 in 2019, the most recent full year for which figures are available. The following table summarizes the volume of retail sales and taxable transactions for the City and the County for 2009 through 2019, as provided by the California Department of Tax and Fee Administration (formerly the Board of Equalization).

TAXABLE SALES
City of Coachella and Riverside County
2009 - 2019
(Dollars in Thousands)

| Year | City of Coachella Taxable Transactions | | Riverside County Taxable Transactions | |
|------|-------------------------------------------|---------|------------------------------------------|-------------|
| | Retail and Food Services | Other | Retail and Food Services | Other |
| 2009 | \$185,768 | \$57,40 | \$16,057,488 | \$6,170,390 |
| 2010 | 197,136 | 62,693 | 16,919,500 | 6,233,280 |
| 2011 | 215,754 | 73,469 | 18,576,285 | 7,065,212 |
| 2012 | 227,022 | 75,031 | 20,016,668 | 8,079,341 |
| 2013 | 232,627 | 77,231 | 21,306,774 | 8,758,693 |
| 2014 | 249,818 | 80,506 | 22,646,343 | 9,389,344 |
| 2015 | 234,969 | 72,922 | 23,281,724 | 9,629,186 |
| 2016 | 235,306 | 63,928 | 24,022,136 | 10,209,008 |
| 2017 | 245,455 | 61,987 | 25,581,948 | 10,550,866 |
| 2018 | 262,098 | 65,874 | 28,042,692 | 10,876,806 |
| 2019 | 270,445 | 66,830 | 29,020,401 | 11,537,444 |

Source: California Department of Tax and Fee Administration, "Taxable Sales in California."

Personal Income

Personal income is the income that is received by all persons from all sources. It is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment, personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

Total personal income in the County increased by 52.35% between 2009 and 2018. The following tables summarize personal income for the County for 2009 through 2018, the most recent full year for which such information is available.

PERSONAL INCOME
Riverside County
2009-2018
(Dollars in Thousands)

| <i>Year</i> | <i>Riverside County</i> | <i>Annual Percent Change</i> |
|-------------|-------------------------|----------------------------------|
| 2009 | \$65,369,622 | (2.03)% |
| 2010 | 67,568,045 | 3.36 |
| 2011 | 71,949,357 | 6.48 |
| 2012 | 74,075,529 | 2.96 |
| 2013 | 76,493,787 | 3.26 |
| 2014 | 80,637,967 | 5.42 |
| 2015 | 86,092,487 | 6.76 |
| 2016 | 90,273,976 | 4.86 |
| 2017 | 94,210,345 | 4.36 |
| 2018 | 99,591,680 | 5.71 |

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following tables summarizes per capita personal income for the County, the State of California and the United States for the years 2010 through 2019, the most recent full year for which such information is available. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

PER CAPITA PERSONAL INCOME
Riverside County, State of California and the United States
2010-2019

| <i>Fiscal Year</i> | <i>Riverside County</i> | <i>California</i> | <i>United States</i> |
|--------------------|-------------------------|-------------------|----------------------|
| 2010 | \$30,685 | \$43,609 | \$40,545 |
| 2011 | 32,179 | 46,145 | 42,727 |
| 2012 | 32,707 | 48,751 | 44,582 |
| 2013 | 33,383 | 49,173 | 44,826 |
| 2014 | 34,732 | 52,237 | 47,025 |
| 2015 | 36,603 | 55,679 | 48,940 |
| 2016 | 37,827 | 57,497 | 49,831 |
| 2017 | 38,975 | 60,219 | 51,910 |
| 2018 | 40,637 | 63,711 | 54,526 |
| 2019 | N/A | 66,661 | 56,663 |

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

APPENDIX C**SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT**

The following is a summary of certain definitions and provisions of the Trust Agreement which is not described elsewhere in the Official Statement. This Summary does not purport to be comprehensive and reference should be made to the Trust Agreement for a full and complete statement of its provisions.

APPENDIX D

FORM OF BOND COUNSEL OPINION

[Date of Delivery]

City Council
City of Coachella
Coachella, California

Re: \$_____ City of Coachella Taxable Pension Obligation Bonds, Series 2020

Ladies and Gentlemen:

We have examined certified copies of proceedings of the City of Coachella (the “City”) relative to the issuance and sale by the City of its Taxable Pension Obligation Bonds, Series 2020, in the aggregate principal amount of \$_____ (the “Bonds”), and such other information and documents as we consider necessary to render this opinion.

The Bonds have been issued pursuant to the authority contained in Articles 10 and 11 of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented, and the Trust Agreement, dated as of _____ 1, 2020 (the “Trust Agreement”), by and between the City and Wilmington Trust, N.A., as trustee (the “Trustee”). The Bonds have been issued for the purpose of refunding the City’s obligations to the Public Employees Retirement System (“PERS”) evidenced by the contract between the Board of Administration of CalPERS and the City Council of the City, effective _____, as such contract has been amended from time-to-time (as amended, the “CalPERS Contract”) to pay unamortized, unfunded accrued liability with respect to pension benefits under the Public Employee’s Retirement Law, constituting Part 3 of Division 5 of Title 2 of the California Government Code (the “Retirement Law”). In such connection, we have reviewed the Trust Agreement, certificates of the City, the Trustee, and others, opinions of City Attorney and counsel to the Trustee, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the City, the initial purchasers of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The opinions expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions, including the default judgment entered on September 25, 2020 by the Superior Court of the County of Riverside in the action entitled City of Coachella v. All Persons Interested et al., Case No. PSC2002998, and cover certain matters not directly addressed by such authorities. The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as to the Bonds terminates as of the date of issuance of the Bonds.

The Bonds are dated the date hereof, and mature on the dates and bear interest at the rates per annum set forth in the Trust Agreement. The Bonds are registered bonds in the forms set forth in the Trust Agreement, redeemable in the amounts, at the times and in the manner provided for in the Trust Agreement. All terms not defined herein have the meanings ascribed to those terms in the Trust Agreement.

Based upon our examination of all of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

1. The Trust Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, constitutes the valid and binding obligation of the City enforceable in accordance with its terms.

2. The Bonds have been duly authorized and issued by the City and are valid and binding obligations of the City enforceable in accordance with their terms. The Bonds do not constitute a debt of the City, the State of California or any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and do not constitute an obligation for which the City, the State of California or any political subdivision thereof is obligated to levy or pledge any form of taxation or for which the City, the State of California or any political subdivision thereof has levied or pledged any form of taxation.

3. Upon issuance and authentication of the Bonds in accordance with the Trust Agreement, the Bonds will be entitled to the benefits of the Trust Agreement.

The opinions expressed in paragraphs (1) and (2) above are limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting the enforcement of creditors rights generally, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against cities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the Trust Agreement.

Except as expressly set forth in paragraph (3) above, we express no opinion regarding any tax consequences with respect to the Bonds.

We are admitted to the practice of law only in the State of California and our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted

APPENDIX E
FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

BOOK-ENTRY SYSTEM

The information in this Appendix F has been provided by DTC for use in securities offering documents, and the City takes no responsibility for the accuracy or completeness thereof. The City cannot give or does give any assurances that DTC, DTC Direct Participants or DTC Indirect Participants will distribute to the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each issue of the Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated herein.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Neither the City nor the Trustee will have any responsibility or obligation to such Direct Participants and Indirect Participants or the persons for whom they act as nominees with respect to the Bonds. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Trust Agreement. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments with respect to the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the City or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). If the City determines not to continue the DTC book-entry only system, or DTC discontinues providing its services with respect to the Bonds and the City does not select another qualified securities depository, the City will deliver physical Bond certificates to the Beneficial Owners. The Bonds may thereafter be transferred upon the books of the Trustee by the registered owners, in

person or by authorized attorney, upon surrender of Bonds at the Office of the Trustee in Costa Mesa, California, accompanied by delivery of an executed instrument of transfer in a form approved by the Trustee and upon payment of any charges provided for in the Trust Agreement. Certificated Bonds may be exchanged for Bonds of other authorized denominations of the same aggregate principal amount and maturity at the Office of the Trustee in Costa Mesa, California, upon payment of any charges provided for in the Trust Agreement. No transfer or exchange of Bonds will be made by the Trustee during the period between the record date and the next Interest Payment Date.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS TO ONLY DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

11. The foregoing description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal of and interest and other payments with respect to the Bonds to Direct Participants, Indirect Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in such Bonds and other related transactions by and between DTC, the Direct Participants, the Indirect Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the Direct Participants, the Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the Participants, as the case may be.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDERS OF THE BONDS (OTHER THAN UNDER THE CAPTION "TAX MATTERS" HEREIN) SHALL MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Resolution No. 2020-65 Authorizing the Coronavirus Relief Fund Request for Proposals for Additional Small Business Assistance

STAFF RECOMMENDATION:

Staff is requesting the City Council consider adopting Resolution No. 2020-65 authorizing the Coronavirus Relief Fund Request for Proposal (RFP) for additional Small Business Assistance.

BACKGROUND:

On July 22, 2020, the City Council discussed a Coronavirus Relief Fund (CRF) framework and established funding priorities. During the discussion, Council expressed overall interest in funding programs and projects that provide rent relief, small business assistance, offer opportunities for youth enrichment, and mental health/emotional well-being. The deadline for expending CRF funds is December 30, 2020. Given this short time frame, the City Council requested that staff develop an implementation RFP process for immediate CRF funding. On August 7, 2020, the City Council adopted Resolution No. 2020-46, which authorized the Coronavirus Relief Fund Request for Proposals process framework and funding priorities.

The City Council appropriated the full \$582,612 CRF allocation. \$152,612 was appropriated for direct COVID 19 related costs such as public noticing, PPE and legal services. Resolution No. 2020-46, designating \$230,000 of the City's \$582,612 Coronavirus Relief Funds to be granted through a competitive RFP process. The RFP and application for this grant program was available beginning August 10, 2020 and applicants may submit their responses electronically through August 20, 2020. The following were the approved funding priorities and categories:

- Behavioral Health and Emotional Well-Being: \$80,000
- Small Business Assistance: \$50,000
- Youth Enrichment Nonprofit Assistance: \$100,000

Of the total appropriations, the \$230,000 designated to the economic assistance grant program have fully awarded. The \$152,612 appropriated for direct COVID 19 related costs has not been fully expended.

DISCUSSION/ANALYSIS:

City Staff is requesting an additional designation of \$50,000 from the unspent portion of the \$152,000 appropriated for direct City costs be re-allocated to the Small Business Assistance through a competitive Request for Proposal (RFP) process. The RFP and application for this grant program will be available beginning October 12, 2020 and applicants may submit their responses electronically through October 29, 2020.

Due to its high demand, The City of Coachella's Small Business Assistance Coronavirus Relief Fund will be focusing on support for small businesses, especially restaurants, to help restaurants expand their outdoor seating capacity. The funds will also support small businesses in implementing the necessary public health measures required to reopen safely (i.e. sneeze guards, plexiglass, signage, sign boards, fencing, seating for outdoor use, etc.).

Small Business Assistance Coronavirus Relief Fund RFP Timeline:

- | | |
|---------------------------------|-----------------------------|
| • October 12 – October 29, 2020 | RFP Available |
| • October 29, 2020 | RFP Proposal Submission Due |
| • November 2 – November 5, 2020 | Proposal Review Period |
| • November 9, 2020 | Disbursement of Grant Funds |

ALTERNATIVES:

1. Resolution No. 2020-65 Authorizing the Coronavirus Relief Fund Request for Proposal Process Framework and Funding Priorities
2. Not Adopt Resolution No. 2020-65 Authorizing the Coronavirus Relief Fund Request for Proposal Process Framework and Funding priorities

FISCAL IMPACT:

The City has not spent all of the \$152,612 in CRF funds allocated to direct COVID 19 costs. The initial allocation was based on estimated costs and the City has sufficient funding to cover currently incurred costs and still has \$50,000 available for reallocation to the proposed small business relief program. It is possible that additional direct COVID 19 costs will arise, but City staff does not anticipate significant additional costs at this time.

ATTACHMENT(S):

1. Resolution No. 2020-65
2. 2020 Coronavirus Relief Fund Request for Proposals
3. City of Coachella Outdoor Dining Program Application Packet

RESOLUTION NO. 2020-65**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CORONAVIRUS RELIEF FUND REQUEST FOR PROPOSAL FOR ADDITIONAL SMALL BUSINESS ASSISTANCE**

BACKGROUND, The California Budget authorized the Department of Finance to allocate \$1,289,065,000 to address the public health and public safety impacts of COVID-19, including homelessness. Cities will receive \$500,000,000 for similar purposes. Federal law specifies that these funds may only be used for unbudgeted costs incurred between March 1, 2020 and December 30, 2020. All funds must be spent (not merely encumbered) by the end of the year. The City of Coachella's allocation is \$582,612.00 based on its population.

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California;

WHEREAS, on March 8, 2020, the County of Riverside proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county;

WHEREAS, on March 19, 2020, the City Council of the City of Coachella adopted a resolution declaring a local emergency relating to the pandemic;

WHEREAS, on July 1, 2020, the City of Coachella submitted a certification form to the Department of Finance in order to receive its allocated funds;

WHEREAS, on July 22, 2020, the City Council discussed a Coronavirus Relief Fund (CRF) framework and established funding priorities. During the discussion, Council expressed overall interest in funding programs and projects that provide rent relief, small business assistance, offer opportunities for youth enrichment, and mental health/emotional well-being. The deadline for expending CRF funds is December 30, 2020. Given this short time frame, the City Council requested that staff develop an implementation RFP process for immediate CRF funding;

WHEREAS, on August 7, 2020, the City of Coachella approved Resolution No. 2020-46, which designated \$230,000 of its \$582,612 Coronavirus Relief Funds to be granted through a competitive Request for Proposal (RFP) process. The RFP and application for this grant program will be available beginning August 10, 2020 and applicants may submit their responses electronically through August 20, 2020; and

WHEREAS, the City of Coachella is designating an additional designation of \$25,000, for a total of \$75,000, of its \$582,612 Coronavirus Relief Funds to be granted to the Small Business Assistance through a competitive Request for Proposal (RFP) process. The RFP and application for this grant program will be available beginning October 12, 2020 and applicants may submit their responses electronically through October 29, 2020.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to increase the Coronavirus Relief Fund Program Small Business Assistance by \$50,000 for a total of \$100,000.

Section 2. The City Manager is authorized to revised the COVID-19 grant programs and establish revenue and expenditure budgets, appropriate funds consistent with the grant programs, and realign existing funding within the various grant programs as outlined in the funding priorities below:

- 1) Behavioral Health and Emotional Well-Being (\$80,000)
- 2) Small Business Assistance (\$100,000)
- 3) Youth Enrichment Nonprofit Assistance (\$100,000)
- 4) Rental Relief Assistance (\$200,000)

PASSED, APPROVED AND ADOPTED this 14th day of October, 2020 by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor

ATTEST:

Angela Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2020-65 was duly adopted by the City Council of the City of Coachella at a special meeting thereof, held on this 14th day of October, 2020 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea Carranza, MMC
Deputy City Clerk



CITY OF COACHELLA

2020 Coronavirus Relief Fund Request for Proposals

August 2020

Table of Contents

Introduction 3
Overview and Requirements 4
Timeline..... 5
Selection Criteria..... 5
Ineligible Expenses 6
Grant Agreement..... 6
Single Audit Act Amendments of 1996 (Single Audit Act) 7
Documentation and Record Retention 7
Accountability and Reporting Requirements 8
Non-Discrimination Requirements for Grantees 8
Ineligible Organizations and Businesses..... 8
Application Instructions 9
Application..... 10
Certification 11
Document Checklist (Nonprofit Organization) 12
Document Checklist (Small Business)..... 12
Project Budget Form - Income 13
Project Budget Form - Expenses 14

Introduction

At its regularly scheduled City Council meeting of July 22, 2020, the City Council of the City of Coachella discussed a Coronavirus Relief Fund (CRF) framework and established funding priorities. During the discussion, Council expressed overall interest in funding programs and projects that provide housing and economic relief (rent, mortgage, unmet funeral expenses, and utility bill assistance); small business assistance; offer opportunities for youth enrichment; and mental health/emotional well-being. The deadline for expending CRF funds is December 30, 2020. Given this short time frame, city staff developed an implementation process for immediate CRF funding. The City Council established the following funding priority categories:

1. **Behavioral Health and Emotional Well-Being:** Community and individual healing. Many Coachella residents are facing profound uncertainty, financial hardship, and isolation. The pandemic, along with the economic impact of mitigation efforts imposed to control it, are expected to increase the rate of mental health and substance use disorders, including deaths associated with suicide, overdose, and violence (especially intimate partner violence and child abuse). In addition, the impact of structural racism and the disproportionate impact of COVID-19 on communities of color requires support for the primary and secondary trauma experienced. There are many ways that support for behavioral health and emotional wellbeing can be provided to members of the community of Coachella. Grants under this priority will support services provided under the traditional mental health model (e.g., 1:1 therapy/counseling, virtual group visits) as well as community-based approaches.
2. **Youth Enrichment Nonprofit Assistance:** The ongoing COVID-19 pandemic is creating deep and disparate consequences for young people and their families. Young people under 18 years of age are particularly vulnerable to the disruptions the pandemic has caused, and many are now at risk of being left behind in education, economic opportunities, and health and well-being during a crucial stage of their life development. Youth face disruptions to their education of uncertain duration, with varying levels of alternative delivery methods. These disruptions can negatively impact learning, access to nutrition, and consequently, graduation rates. More than 26% of the youth (0-18) in Coachella come from households that are monolingual Spanish-speaking, have siblings with disabilities, live in an economically distressed neighborhood, might live in a physically abusive or hostile home where going to school was a safe haven. Solutions under this category are required to adhere to the Governor's and County's Orders requiring social distancing and face masks.
3. **Small Business Assistance:** The City of Coachella's Coronavirus Relief Fund is also focusing on support for small businesses, especially restaurants, to help restaurants expand their outdoor seating capacity. Grants in this category will also support small businesses in implementing the necessary public health measures required to reopen safely (i.e. sneeze guards, plexiglass, signage, sign boards, fencing, seating for outdoor use, etc.).

4. **Housing and Economic Assistance:** Before the coronavirus pandemic, more than 17.9% of Coachella households had zero net worth as far as savings and assets, especially renters and homeowners with extremely low incomes who despite subsidies were still cost-burdened, paying at least half of their limited income on housing. As a result, these households had virtually no margin for an unexpected expense and were just one financial shock away from the risk of evictions and, in worst cases, homelessness. The coronavirus pandemic will be that financial shock for many low-income households in the city of Coachella. This fund is to assist Coachella residents who have lost a job or endured substantial income loss as a result of COVID-19 and thus need financial assistance with rent, mortgage and utility bills (electric and/or gas only). This fund will also provide financial assistance to families who lost a family member to COVID-19 and have an unmet funeral expense.

Overview and Requirements

The City of Coachella's Coronavirus Relief Fund is focusing on support for nonprofit organizations working directly to respond to the pandemic among vulnerable populations in order to help build their capacity to address the most pressing needs. These include organizations focused on supporting low-income households, immigrants, young children under 5, youth, older adults, people with disabilities, and other communities vulnerable to the physical health, mental health and economic impacts of the pandemic.

The City of Coachella's Coronavirus Relief Fund is also focusing on support for small businesses, especially restaurants, to help restaurants expand their outdoor seating capacity. Grants will also support small businesses in implementing the necessary public health measures required to reopen safely (i.e. sneeze guards, plexiglass, signage, sign boards, fencing, seating for outdoor use, etc.).

The City of Coachella received an allocation of \$582,162 of which \$430,000 is being designated to projects or programs that address the impacts of the COVID-19 pandemic. Through this competitive RFP process, \$430,000 will be awarded. Any unused balances will be returned to the City of Coachella and will be rolled into the Housing and Economic Assistance Fund. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the recipient organization's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
- Were incurred during the period that begins on the date of September 10, 2020, and ends on December 30, 2020.

Timeline

| | |
|-------------------------------|-------------------------------------------|
| August 10 – August 20, 2020 | RFP Available |
| August 20, 2020 | RFP Proposal Submission Due |
| August 24 – September 1, 2020 | Proposal Review Period |
| September 9, 2020 | Recommendations for City Council Approval |
| September 10, 2020 | Award Notifications |

Selection Criteria

Due to the anticipated number of submissions and limited funding, late application submissions will not be processed or considered. The RFP does not obligate the City of Coachella to award a grant agreement. The City of Coachella reserves the right to waive minor irregularities or request additional information to further clarify or validate information submitted in the application, provided the application, as submitted, substantially complies with the requirements of this RFP. There is, however, no guarantee that the City of Coachella will look for information or clarification outside of the submitted written application. Therefore, it is important that all applicants ensure that all sections of their application are complete to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

Experience (40 points)

Applicant must demonstrate the programmatic, administrative, financial, oversight, and management expertise to administer their selected funding priority category that their proposed project or program falls under. The City will prioritize applications from agencies that have experience implementing CARES Act funded programs and services. This includes key staff's previous experience in successfully operating similar programs.

Program Design, Implementation and Outcomes (30 points)

The applicant must describe an organized proposal to provide direct services to program/project participants in either of the following categories:

- ✓ Housing and Economic Assistance
- ✓ Behavioral Health and Emotional Well-Being
- ✓ Youth Enrichment Programming by Nonprofits
- ✓ Small Business Assistance

The applicant shall describe how their program will serve participants (or patrons, if they are a small business), determine client eligibility, staff the program, approach to ensuring long-term sustainability, and proposed number of individuals to be served.

Program Budget (30 points)

Must outline a reasonable budget that identifies the type and amount of all costs to support the proposed program, including: 1) Itemized program operating budget; 2) Availability and/or potential leveraging of additional funds to support program objectives, including identification of funding sources and status of funding commitment; 3) Description of financial capacity and experience in grant management and compliance. [Please use the Budget Forms included with RFP]

Ineligible Expenses

Ineligible expenses include but are not limited to:

- Any expenses not tied directly to COVID-19 planning and response
- COVID-19 response expenses incurred prior to March 18, 2020
- Expenses incurred supporting locations operating outside of Coachella
- Any expenses covered or reimbursable by another funding source
- Medical claims expenses for staff, clients, patients or residents
- Contingency funds created to offset unknown future costs
- Fundraising
- Taxes, except sales tax on goods and services
- Lobbyists, political contributions
- Bad debts, late payment fees, finance charges
- Lost revenue due to COVID-19 epidemic
- Paid sick leave for staff
- Food for staff
- Wages for staff in isolation/quarantine
- Rent/Utilities
- Indirect costs
- Grant Management Responsibilities

Grant Agreement

Each grant recipient must formally enter into a legal agreement with the City of Coachella. The agreement will address the conditions of the award, including implementation of the project. Once the agreement is signed, the awardee is expected to read and comply with all conditions of the agreement. **An award through this program will only support activities performed and expenditures directly related to COVID-19.** The funded applicant will be legally responsible for assuring implementation of project activities and compliance with all applicable state and federal requirements including insurance, nondiscrimination, data privacy, budget compliance, and reporting.

Single Audit Act Amendments of 1996 (Single Audit Act)

The Single Audit Act Amendments of 1996 (Single Audit Act) were enacted to streamline and improve the effectiveness of audits of federal awards expended by states, local governments, and not-for-profit entities, as well as to reduce audit burdens. Amendments include uniform administrative requirements, cost principles, and audit requirements for federal awards found in Chapter 2 of the Federal Acquisition Regulations, Part 200. Single Audits are required when a non-federal entity expends \$750,000 or more in federal funds in one year. Single Audits are performed by independent auditors and encompass both financial and compliance components.

The City of Coachella will be subject to future audits of these funds; the audits will be conducted by the City's external auditors and be reviewed by the Inspector General's Office or the Government Accountability Office. The key to withstanding any future audit will be the City's ability to provide sufficient and appropriate documentation regarding the use of State and Federal funds in response to COVID-19. Adhering to the City's COVID-19 internal controls described in the RFP will help the City (and its subrecipients) to demonstrate that all State and Federal funds were used appropriately and in accordance with all regulatory requirements.

Documentation and Record Retention

The City of Coachella maintains City documents in accordance with the City's Records Management Policy and record retention schedule. The City and any subrecipient of Coronavirus Relief Funds must retain records for five years (5) after final payment is made and should be available on requests for audits. It should be noted that documents associated with the City's COVID-19 response could be subject to a Public Records Act request. If a request is made, the City will respond to the request in accordance with the City's Public Records Request Policy.

Documents created as part of the City's COVID-19 response should be kept, at a minimum, in accordance with the City's Records Management Policy; however, the City could be required to maintain documents for longer periods of time to comply with federal funding regulations. The City will maintain COVID-19 documents in compliance with the City's Records Management Policy and federal funding regulations, whichever is longer.

Accountability and Reporting Requirements

It is the policy of the City of Coachella to monitor progress on grants by requiring recipients to submit written progress reports on grant activities and expenditures. Progress reports on approved grant project activities will be required on the following schedule:

- Report 1 - September 14, 2020
- Report 2 - October 12, 2020
- Report 3 - November 12, 2020
- Report 4 - December 10, 2020
- Report 5 - January 12, 2021

Reports provided by award recipients will need to provide sufficient supporting documentation to show that expenditures under this program meet all program requirements and satisfy sub-recipient monitoring guidelines as outlined in the most current federal compliance supplement for expenditures of federal awards. Additional funds will not be provided by the City until City staff has verified program compliance.

Non-Discrimination Requirements for Grantees

The grantee agrees not to discriminate against any person seeking service or assistance because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, immigration status, membership or activity in a local commission, disability, sexual orientation, age, physical or mental disability.

Ineligible Organizations and Businesses

Please note that the following organizations are not eligible to apply:

- K-12 schools including charter, public or private;
- College or universities
- Libraries
- Government entities/agencies
- Grantmaking organizations and charitable trusts
- Fraternal organizations
- Churches or religious organizations, except for specific programs with direct service offered to general public without regard to faith, affiliation, religious belief or practice, and that are provided in a non-discriminatory way that benefits the larger community
- Licensed cannabis businesses
- Businesses who are under bankruptcy protection

Application Instructions

Eligible Applicants: This RFP is open to all organizations and small businesses that provide any type of direct assistance in the funding priority categories. Applicants must follow the steps below to submit an application. Facsimile or electronic transmissions will not be accepted.

- ✓ Submit 5 bound hard copies (no staples, single-sided; bound means in a 3-ring binder or comb/coil/thermal bound)
- ✓ Please have your packet **DELIVERED** (i.e. UPS or FedEx) to:

Coronavirus Relief Fund RFP
 City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236
 ATTN: Celina Jimenez, Grants Manager



Please instruct delivery company to **ring the doorbell + leave package** as city offices are closed to the public.

OR

- ✓ You may schedule an appointment to **DROP OFF IN-PERSON** by emailing Celina Jimenez at: cjimenez@coachella.org Proper COVID-19 protocols will be followed and further instructions will be provided upon scheduling

In-Person Drop-Offs will take place at:

Coronavirus Relief Fund RFP
 City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236
 ATTN: Celina Jimenez, Grants Manager

- ✓ Questions? Please submit your questions in writing to Celina Jimenez via email at: cjimenez@coachella.org
- ✓ **Submittal due date is August 20, 2020 by 5:00 PM. All submissions must be received by August 20, 2020.**



City of
Coachella

Coronavirus Relief Fund Request for Proposals
Application

Name of Organization or Business:

Address:

City, State, Zip Code:

Telephone:

Email Address:

Name of Contact Person:

EIN / Tax ID Number:

DUNS Number:

Website or Social Media Site Address:

Program Name:

Amount of Funds Requesting:

\$

Type and amount of Federal, State or
Local COVID-19 related financial
assistance already received

\$

Type:

Funding Priority Category: (select one)

- Behavioral Health and Emotional Well-Being
- Youth Enrichment Nonprofit Assistance
- Small Business Assistance
- Housing and Economic Assistance

A statement of how your project or
program has a nexus to COVID-19 and will
help bring relief to the residents of
Coachella

*Please address this important
question in your RFP proposal/response*

CERTIFICATION

The undersigned certifies the information contained herein is true, correct and complete to the best of his/her knowledge and belief. The applicant further understands that the application is a request and there is no guarantee, expressed or implied, that funds will be provided to applicant. All organizations awarded federal funds will be subject to federal, state and local regulatory compliance.

Signature of Authorized Person

Date

Printed Name & Title of Authorized Person

Document Checklist (Nonprofit Organizations)

- Copy of IRS Letter of Determination
- Charter or Articles of Incorporation
- By-Laws
- Organizational Budget
- Audited Financial Statement
- Form 990
- Board of Directors Roster (including names, titles, occupations, terms of office)
- A list of persons who will execute the project and manage the funded activities. Include descriptions of their education, work experience and qualifications. Current curriculum vitae may be used to provide descriptions of education, work experience and qualifications.

**Please note: If your organization meets all criteria but is not officially a 501(c)(3), a fiscal sponsor is needed to apply for this grant. In addition, a current MOU with your fiscal sponsor must be included in order to certify their role as fiscal sponsor.

Document Checklist (Small Businesses)

- A copy of a current photo identification for each business owner
- A completed and signed IRS W-9 Form (available on the internet)
- Copy of City of Coachella Business License
- First page of business tax return (2019 or 2018 if your 2019 return was extended)
- FTE (full time employee) count for March 1, May 1 and July 1, 2020
- Site Plan of Furniture Layout (for questions about this requirement, please contact Gabriel Martin at gmartin@coachella.org)
- Outdoor Dining Program Application Packet (for questions about this requirement, please contact Gabriel Martin at gmartin@coachella.org)

City of Coachella
 Coronavirus Relief Fund (CRF) RFP

EXHIBIT A—PROJECT BUDGET FORM: INCOME

Project Title: _____

List all income sources on the “Exhibit A - Project Budget” Income form in the Cash and In-Kind Contribution sections. Indicate the dollar value in either the “Anticipated” or the “Committed” column. The applicant’s funding request should be listed in the space provided.

| CASH | Anticipated | Committed | Total |
|-------------------------------------|--------------------|------------------|--------------|
| Coronavirus Relief Fund (CRF) Grant | | | \$ |
| Applicant Organizational Budget | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Other Funding Sources | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Total Cash Income | \$ | \$ | \$ |
| IN-KIND CONTRIBUTION | Anticipated | Committed | Total |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total In-Kind Contributions | \$ | \$ | \$ |
| TOTAL PROJECT INCOME | \$ | \$ | \$ |



CITY OF COACHELLA

Outdoor Dining Program

Contact:

Gabriel D. Martin, Ph.D.
Economic Development Director
City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Office: 760) 398-3502 ext. 124
Cell: 760) 625-6062
gmartin@coachella.org



City of Coachella Outdoor Dining Program

To complete the Outdoor Dining Program application process, follow the simple steps below:

1. Fill out the Outdoor Dining Program Application, indicating if you want sidewalk or public street access;
2. Create a Site Plan, which must include the following:
 - a. Site Plan including:
 - i. accurate, dimensioned, scaled drawing showing the business storefront with property line, storefronts adjacent to the business, street trees, fire hydrants, etc., and the full sidewalk, street, and parking area in the proposed permit area. Size and font must be legible.
 - ii. Delineate and dimension the area proposed for the permit.
 - iii. Show and label all proposed furniture and appurtenances requested to be placed within the proposed permit area.
 - iv. Provide north arrow, scale, street name, business address, and business name.
 - v. For those restaurants expanding their outdoor dining into a closed-off street: If you are unable to adhere to minimum ADA accessibility requirements using your existing indoor or outdoor dining areas, then placement of a 4' ramp leading from the curb and into the closed-off street dining area is required;
3. Proof that your business has liability insurance: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This shall include creation of a certificate of insurance that names the City as additional insured as follows: The City of Coachella, members if its City Council, boards and commissions, officers, agents, and its employees as additional insured;
4. Copy of your active Business License from the City of Coachella;
5. If using Public Right-of-Way, fill out Temporary Outdoor Dining Public Right-of-Way Encroachment Agreement;
6. Please submit or e-mail the Outdoor Dining Program Application Packet following:
 - a. Address: 53900 Enterprise Way, Coachella, CA 92236
 - b. E-mail: gmartin@coachella.org

If you have any questions regarding the procedure for obtaining an Outdoor Dining Program, please call the Economic Development Department at 760-398-3502 or E-mail: gmartin@coachella.org for assistance.

- *ADA parking space(s) must not be used for activity under this permit. A minimum of one (1) pickup/drop-off customer space must be maintained close to the business entrance.* City is willing to assist the business with an ADA evaluation of their outdoor dining plan at your request.
- If your business is planning on serving alcohol in the outdoor dining area, please contact the local State of California ABC Office and fill out a Form ABC-218 CV19 - <https://www.abc.ca.gov/wp-content/uploads/forms/ABC-218%20CV19.pdf>

Riverside District Office

3737 Main Street, Suite 900

Riverside CA, 92501

Phone: (951) 782-4400/**Fax:** (951) 781-0531

Email: Riverside@abc.ca.gov



COMPLETED APPLICATIONS MUST BE SUBMITTED TO:
 Gabriel D. Martin, Ph.D.
 Economic Development Manager
 City of Coachella
 53990 Enterprise Way • Coachella, CA 92236
 Office: 760) 398-3502 ext. 124
 Cell: 760) 625-6062
 Fax: 760) 683-3017
gmartin@coachella.org

| OFFICE USE ONLY | |
|----------------------------|----------|
| Application No. | Item 18. |
| Application Submittal Date | |
| Accepted By | |

OUTDOOR DINING AND RETAIL PROGRAM PERMIT APPLICATION

- New Application Private Property
 Modification: App # Public Property (Right-of-Way)

| | | | |
|------------------------------------|-------|-------|-----|
| Legal name of business | | | |
| | | | |
| Physical (business) street address | City | State | Zip |
| | | | |
| Business Owners Name | Phone | Email | |
| | | | |

24-HOUR CONTACT INFORMATION:

| | | | |
|-----------------------------------------------------|--------------|-------|--|
| Business Contact's Name and Position (Please Print) | Signature | | |
| | | | |
| Date | Phone (24HR) | Email | |
| | | | |

PERMISSION FROM ADJACENT PROPERTY OWNER (Required if requesting space in the adjacent building frontage):

I am the property owner (go to Property Owner's Signature)

| | | | |
|----------------------------|-------------------------------|----------------|-------|
| Property owner's Name | Property Owner Street Address | City/State/ZIP | |
| | | | |
| Property Owner's Signature | Date | Phone | Email |
| | | | |

PROPERTY OWNER'S AFFIDAVIT: I hereby certify under penalty of law that I am the owner of the above-referenced property and authorize the temporary outdoor restaurant/retail operations as described herein.

Type of Application (check all that (apply):

| | | | |
|-----------------------------------------------------------|-------------------------------------------------------------|--|--|
| <input type="checkbox"/> Restaurant, Bar, Winery, Brewery | <input type="checkbox"/> Outdoor Operations | | |
| <input type="checkbox"/> Retail or Commercial Business | <input type="checkbox"/> Street closure (Identify Streets): | | |

Application Submittal Checklist

Complete hard copies or electronic set (PDF preferred) of the entire permit application package as defined in this document:

- Written permission and signature from the adjacent property owner, *if applicable*.
- Copy of City of Coachella Business License.
- Copy of Required Insurance (due prior to permit issuance)
- If using Public Property, fill out Temporary Outdoor Dining Public Right of Way Encroachment Agreement
- Site Plan (may be hand drawn) showing the business storefront with property line, storefronts adjacent to the business, street trees, fire hydrants, etc., and the full sidewalk, street, and parking area in the proposed permit area. Size and font must be legible.
 - ❖ Delineate and dimension the approximate area proposed for the permit.
 - ❖ Show and label all proposed furniture and appurtenances requested to be placed within the proposed permit area.
 - ❖ Provide north arrow, scale, street name, business address, and business name.
- Outdoor Dining & Retail Program Permit Application

Application is hereby made for a temporary use permit to operate an outdoor business subject to the City Staff sole discretion and approval and in accordance with the to the Public Order, as amended or extended, and the standards set by the State of California, Riverside County Public Health, and in compliance with City written guidance and best practices defined by Riverside County Public Health Department.

| | |
|------------------------|------|
| Signature of Applicant | Date |
| | |

- ❖ If your business is planning on serving alcohol in the outdoor dining area, please contact the local State of California ABC Office and fill out a Form ABC-218 CV19 - <https://www.abc.ca.gov/wp-content/uploads/forms/ABC-218%20CV19.pdf>

Riverside District Office
 3737 Main Street, Suite 900
 Riverside CA, 92501
Phone: (951) 782-4400/**Fax:** (951) 781-0531
Email: abc@abc.ca.gov

| OFFICE USE ONLY | |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------|
| City Staff Review | |
| Approved | Denied |
| <div style="border: 1px solid black; height: 40px; width: 100%;"></div> | Comments: |
| | <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| Department Reviewer: | Date |



**RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS**

Proof of insurance must be provided on an ORIGINAL CERTIFICATE OF INSURANCE. This document must be signed, a stamped signature will suffice.

Type of Insurance Required: General Liability

Limits of Coverage:
Bodily Injury:
\$1,000,000 per occurrence
\$2,000,000 aggregate
Property Damage:
\$1,000,000 per occurrence
Personal Injury:
\$1,000,000 per occurrence

Certificate Holder: City of Coachella, 53990 Enterprise Way, Coachella, CA 92336 [Attn: Grants Manager]

****Additional Insured**:** The “City of Coachella, its officers, agents, volunteers and employees” must be specifically named as an additional insured on the policy.
A separate endorsement document must accompany the Certificate of Insurance. A statement on the Certificate will not suffice.

Description of Operations: This section should read “Encroachment Permit. If the Certificate is being issued to cover more than one permit the description can be generalized to reflect this.

Cancellation Notice: The City requires a 30-day cancellation notice.

Questions: If you have questions regarding insurance requirements you may call the Grants Manager at (760) 262-6263

****Please note that a permit will not be issued if the policy expiration date is within 30 days of application.**

SAMPLE CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED POLICY ENDORSEMENT FOR OUTDOOR DINING PROGRAM

A certificate of insurance and endorsement is required for any outdoor dining that takes place on City public property or private property that requires a permit. The City reserves the right to require additional insurance levels based on specific activities or needs.

| | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) | | | |
| PRODUCER INSURANCE AGENT NAME INSURANCE AGENT ADDRESS | | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | |
| INSURED INSURED NAME INSURED ADDRESS | | | | | |
| | | INSURERS AFFORDING COVERAGE INSURER A: INSURANCE COMPANY NAME(S) INSURER B: INSURER C: INSURER D: INSURER E: | | | |
| | | NAIC # | | | |
| COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | |
| INSR LTR | INSRD | | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
| | <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC. | POLICY NUMBER POLICY NUMBER | CURRENT POLICY PERIOD | | EACH OCCURRENCE : \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE : \$2,000,000 PRODUCTS - COMP/OP AGG : |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | POLICY NUMBER POLICY NUMBER | CURRENT POLICY PERIOD | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) : \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | <input type="checkbox"/> GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE : \$1,000,000 AGGREGATE : \$2,000,000 |
| | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | POLICY NUMBER POLICY NUMBER | CURRENT POLICY PERIOD | | WC STATUTORY LIMITS : \$ OTH ER \$ E.L. EACH ACCIDENT : \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT : \$1,000,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The City of Coachella, its elected, appointed, officers, employees, volunteers, and agents as additionally insured. | | | | | |
| CERTIFICATE HOLDER The City of Coachella 53990 Enterprise Way Coachella, CA 92236 | | | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE | | |
| ACORD 25 (2001/08) | | | © ACORD CORPORATION 1988 | | |

Coverage

- Commercial General Liability
- Auto Liability
- Proof of Workers Compensation

Minimum Limits

For Outdoor Dining Program:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

Additional Insured

City of Coachella, its officers, employees and agents named as additionally insured.

- If a policy contains "blanket" additional insured, then the certificate must note: "City of Coachella is additional insured by blanket endorsement".
- If policy has no blanket endorsement (see following page for sample).

Insurance Company

- Must be licensed to do business in California.

SAMPLE CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED POLICY ENDORSEMENT FOR OUTDOOR DINING PROGRAM

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Coachella, its officers, employees and agents.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 11 85

Page 1 of 1 □

Additional Insured

- City of Coachella, its officers, employees and agents named as additional insured

TEMPORARY OUTDOOR DINING AND RETAIL USE WITHIN THE PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENT

By and Between
The City of Coachella (hereinafter
CITY) and

_____ (hereafter, Property Owner)

and

_____ (hereafter, Business Owner/Operator)
(Business Name & Business Owner Name)

I. **Purpose:** This AGREEMENT is to permit outdoor dining/outdoor retail use for the business located at _____, Coachella, CA, on the public right-of-way and/or public property shown on Exhibit "A", attached hereto and made apart hereof. This AGREEMENT does not constitute approval of any particular outdoor dining / outdoor retail use design or issuance of building permits. It is the responsibility of the applicant to obtain all appropriate approvals and comply with any other applicable regulations prior to utilizing the outdoor space.

II. **Term and Enforcement:** The term of this AGREEMENT is up to six (6) months from the date of execution by the CITY'S Economic Development Director, or his/her designee, but in no cases shall the term extend beyond March 31, 2021. This agreement shall automatically terminate on March 31, 2021 and may not be renewed.

Either party may terminate the AGREEMENT without prejudice by providing written notification. The CITY shall provide notice of intent to terminate at least twenty-four (24) hours prior to the termination date. The Business Owner/Operator or Property Owner shall provide a letter of intent to terminate at least twenty-four (24) hours prior to the termination date.

The City will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT, and provide forty-eight (48) hours to correct the violation. Failure to comply within the forty-eight (48) hour grace period will result in the issuance by the CITY of the herein stipulated twenty-four (24) hour written notice to terminate the AGREEMENT.

The AGREEMENT may be canceled at any time, with a twenty-four (24) hour written notice, for the purpose of correcting serious violations that affect the public health, safety, or general welfare. The City also reserves the right to cease occupancy of the outdoor dining/outdoor retail use without delay if the City determines that the public health, safety, or general welfare of the public is at risk.

III. **Time Limits:** The Business Owner/Operator and the Property Owner hereby agree to remove any outdoor furniture, signage, tables or other display equipment shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 10:00 p.m. to 6:00 a.m.

IV. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to insure that the level of noise associated with the outdoor dining / outdoor retail does not disturb the right to quiet enjoyment of the neighboring properties and businesses.

V. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the area used, including pavement surfaces, clear of litter, food scraps, packaging, soiled dishes, grease, and gum.

At the close of business daily, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor area used.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor furniture and/or display equipment in a clean, safe condition and in good repair at all times and to replace all furniture when faded, damaged, or worn out.

- VI. **Site Restoration:** Within 48 hours of the termination of this AGREEMENT, Business Owner/Operator or the Property Owner shall remove all improvements or modifications installed by the Business Owner/Operator or the Property Owner and the area, as shown on Exhibit "A", is to be restored to pre-installation condition. If improvements are not removed within 48 hours after termination of the AGREEMENT, the CITY will restore the site and bill the Business Owner/Operator and/or Property Owner for the costs associated plus ten (10) percent administrative costs. Should the invoice not be paid, a lien for the outstanding charges and any other applicable fees will be placed on the property.
- VII. **Compliance with All Applicable Laws and Guidelines:** Business Owner/Operator and/or Property Owner agrees to comply with all applicable Federal, State, and local laws, rules & regulations, as well as the City's "Guidelines for Temporary Outdoor Dining/Outdoor Retail Use" as exist at time of execution and as are amended during the term of this agreement. By executing this agreement, the Business Owner/Operator and/or Property Owner acknowledge they are self-certifying compliance with all items listed above, including Americans with Disability Act (ADA).
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

To: City of Coachella
 Economic Development Director
 City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236

To: Business Owner/Operator

 C/O _____

 Coachella, CA 92236

 Print Name

 Print Title

To: Property Owner

 C/O _____

 Print Name

 Print Title

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark. Either party may change its address by giving notice in writing to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- VIII. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide

replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Host Liquor Liability. BUSINESS OWNER shall provide a host liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than B+, Class X. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER evidences the requisite need to the sole satisfaction of the CITY.

Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, 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 _____

Exhibit “A”

Please insert Site Plan or location of Public Right-of-Way being used for this agreement



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: 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 \$96,050.00 and authorize a re-allocation of LEAP Grant funding and SB-2 Grant funding for this Agreement and Housing-Related Tasks.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with Lisa Wise Consulting, Inc, in the amount of \$96,050.00 and authorize a re-allocation of LEAP Grant and SB-2 Grant funds for this Agreement, and Housing-Related Tasks.

BACKGROUND:

Every eight (8) years, all cities and counties in California are required to adopt a new Housing Element, as an amendment to the agency's General Plan. The City's current Housing Element covers the planning period from 2013 to 2021. Therefore, a new Housing Element must be adopted by the City and approved by the State of California, by the end of year 2021. The Housing Element is the only element of the General Plan that is strictly regulated by State laws requiring local policies to accommodate regional housing needs through removal of zoning barriers (i.e., Regional Housing Needs Allocation assignments) and requiring a certification by the State's Housing and Community Development Department (HCD) prior to completion. The Housing Element is also a pre-requisite qualification for numerous State and Federal affordable housing programs which the City of Coachella takes advantage of frequently.

DISCUSSION/ANALYSIS:

In late June 2020, staff published a Request for Proposals (RFP) advertising the need to hire a consultant for the City's 6th Cycle Housing Element Update with a filing deadline of August 14, 2020. The RFP included a contract budget estimate range of \$60,000 - \$65,000, comparable to what other local cities have paid (i.e. Palm Desert's contract with Terra Nova Planning and Research). The City received no proposals from any consultants. Staff received feedback from two consultants stating that the firm was already too busy to take on a new Housing Element update, and that the contract budget was inadequate for the work needed in the City of Coachella. Part of the looming budgetary issues were the need to finish the "5th Cycle Rezoning Program"

which must be completed during the current planning period, and for which staff had been contemplating a possible “RHNA carry-over” into the 6th Cycle and which would have required a significant amount of added work.

HCD Technical Assistance:

As a result of the unavailability of consultants, staff was advised by our HCD representative, to schedule technical assistance with HCD staff, and to participate in two SCAG Housing Virtual Workshops in late August, 2020. Staff learned that many cities are having difficulty finding qualified consultants for their Housing Elements. Additionally, staff was informed that the 5th Cycle Rezoning Program is a critical task because a “RHNA Carry-over” into the new planning period would subject the Program to current legislation. The state statutes have changed such that any rezoning program intended to fill the housing category for “Low and Moderate Income” households, cannot be over 10 acres in size. The current rezoning program is much more flexible and allows large land holdings to qualify for high-density residential rezoning, making it easier and less costly to accommodate zoning for over 2,000 new units as required. Additionally, HCD advised that Coachella’s Housing Element Update should be in the \$80,000 to \$90,000 budget range due to our large RHNA allotment and the new mandated programs.

As a result of the technical assistance call, staff immediately executed a contract with MSA Consulting (contract approved on September 9, 2020 City Council meeting) and began work on the 5th Cycle Housing Element rezoning effort. Additionally, two consultants requested that the RFP deadline be extended for their re-consideration given this new fact and the City’s willingness to augment the contract award. Michael Baker International (MBI) and Lisa Wise Consulting, Inc. were still in discussions with staff about a possible proposal in early September 2020. Both of these firms are highly-qualified and are recognized as industry experts in the professional land use planning field.

Unfortunately, MBI decided not to submit a proposal due to the uncertainty of the tasks. Therefore, Lisa Wise Consulting, Inc. is the only official proposal presented, at a contract price of \$96,050.00. Due to the unusual circumstances, and the urgency to get started on this work, staff recommends that the City Council authorize the current Agreement with Lisa Wise Consulting, Inc. as a sole-source offer because we were unsuccessful in getting any other bids.

Grant Funding Re-Appportionment:

The Agreement with Lisa Wise Consulting, Inc. qualifies for grant funding under California HCD’s Local Early Action Planning (LEAP) Grants program, and staff previously obtained City Council authorization for this work in the amount of \$65,000.00. Staff would like to re-appportion additional funding from the SB-2 Grant funds to make up the difference in the contract amount, by reducing the prior allocation to the City’s “Permit Tracking Software” housing activity.

Similarly, staff would like to augment the “5th Cycle Housing Element Rezoning” (currently under contract with MSA Consulting, Inc.) by \$3,310 to reflect the recently-approved contract amount. This would allow for both Housing Element contracts to be fully funded, while reducing the prior

allocations towards the City's Permit Tracking Software, which can still be fulfilled with remaining funds as explained below.

The following charts show the previously-allocated grant amounts for a variety of housing-related tasks. The columns on the far right indicate how staff intends to re-apportion 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).

SB2 Grant

| | <i>Allocated Amounts (Highlighted amount to be reduced)</i> | <i>Amount to Allocate to Housing Element Update</i> |
|----------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------|
| ADU Outreach/Research Design | \$12,000 | |
| Final ADU Building Plans + Plan Renewal Fees | \$13,000 | |
| Permit Tracking System | \$135,000 (\$34,360) | \$31,050 |
| GRANT TOTAL | \$160,000 | \$31,050 |

LEAP Grant

| Housing-Related Tasks | <i>Allocated Amounts</i> | <i>Amount to Augment for 5th Cycle Rezoning Effort</i> |
|------------------------------------------------------|--------------------------|-----------------------------------------------------------------------|
| Process 4 Re-Zonings + 2 CEQA Neg. Decs. | \$50,000 | \$3,310 |
| Prepare + Adopt Housing Elements | \$65,000 | |
| Permit Tracking System | \$25,000 | |
| Develop Pre-Approved ADU/JADU Architectural Drawings | \$10,000 | |
| GRANT TOTAL | \$150,000 | \$3,310 |

The above charts show the City's previously-allocated amount of \$65,000 for the Housing Element Update as part of the LEAP Grant funds. Additionally, staff had apportioned \$135,000 for a new "Permit Tracking System" under the SB-2 Grant and staff completed a feasibility study for that project. As a result of the feasibility study, it was found that the vendors analyzed are cost-prohibitive, and there is a less expensive alternative with a vendor that offers a "web based software-as-a-service" subscription for permit tracking that will save the City more than half of the allocated grant amount. Therefore, staff would like to reduce funding for the Permit Tracking System under the SB-2 Grant program and to augment \$31,050 towards the Housing Element Update (Lisa Wise Consulting, Inc. Agreement) and augment \$3,310 towards the 5th Cycle Rezoning Effort (to reflect the current \$53,310.00 contract with MSA Consulting, Inc.).

Based on the above discussion, the attached Professional Services Agreement is contingent upon grant funding being in place to pay for at least 75% of the award, even though the City's Grants Manager has assured staff that 100% of this work qualifies under the existing grant programs as explained above.

ALTERNATIVES:

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

FISCAL IMPACT:

The terms of the Lisa Wise Consulting, Inc. Agreement would require the City to pay up to 25% of the contract cost, or \$24,012.00 out of General Fund accounts, which are budgeted for in the current operating budget for the Community Development Department. The remaining 75% of the contract work must qualify for grant funding. Staff anticipates no fiscal impact in that the project will qualify for full funding through the LEAP Grant Program and a re-apportionment of the SB-2 Grant funding that the City has been awarded. City Council appropriates the amount of the grant-funded portion of the agreement in the general fund (101) and grants fund (152) and approves a corresponding transfer from the City's grants fund (152) to the general fund (101).

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or #2 as noted above.

Attachment: Professional Services Agreement with Lisa Wise Consulting, Inc.
Proposal submitted by Lisa Wise Consulting, Inc.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 15th day of October, 2020 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 (“City”) and Lisa Wise Consulting, Inc., a California Corporation with its principal place of business at 706 South Hill Street, Suite 1100, Los Angeles, CA 90014 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the Coachella 6th Cycle Housing Element Update 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 planning and environmental consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from October 15, 2020 to January 31, 2022, unless 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: David Bergman, Kathryn Slama and Karen Huynh.

3.2.5 City's Representative. The City hereby designates Luis Lopez 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 Lisa Wise, 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.

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

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 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*: One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 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 two (2) 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 One Million Dollars (\$1,000,000.00) 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 Ninety Six Thousand and Fifty Dollars (\$96,050.00) without written approval of City's 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 Condition Precedent. Prior to and as a condition precedent to the effectiveness of this Agreement, City staff shall procure grant funding to cover at least 75% of the Consultant's work and compensation, as qualifying under housing productivity planning work. Consultant shall submit to City a monthly itemized statement which indicates total budget available per task, amount previously billed and total amount due for the period of Services rendered by Consultant for all the tasks identified in the Services, and shall otherwise conform to any grant funding guidelines, as deemed necessary by the City's Grants Manager.

3.3.3 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates percentage of Services completed by Consultant at each

(monthly) billing period. The statement shall also describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.5 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.

3.3.6 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 since 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:

Lisa Wise Consulting, Inc.
709 South Hill Street, Suite No. 1100
Los Angeles, CA 90014
Attn: Lisa Wise

City:

City of Coachella
1515 6th Street
Coachella, CA 92236
Attn: William B. Pattison

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. 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 alleged acts, 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 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

CONSULTANT

By: _____
William B. Pattison, City Manager

By: _____
Lisa Wise, President

Attest:

City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Task 1: Assessment

Task 1.A Evaluation of 2021 Housing Element

LWC will review the City’s current Housing Element and its programs, as well as Annual Housing Element Progress Reports. This review will include:

- An assessment of the City’s progress in meeting its existing Housing Element and RHNA goals
- A summary of the effectiveness of the programs and policies
- A comparison between projected goals with actual accomplishments
- A summary of how these results are important to the revision of the Housing Element
- An evaluation of the compliance of the existing Housing Element with current State housing law and applicable statutes

Task 1.B Type of Housing Allocation (RHNA Target Review)

Working with data generated from SCAG, LWC will prepare a summary memorandum for the City to provide to elected and appointed officials describing the SCAG RHNA methodology and providing information regarding Coachella’s allocation.

Task 1.C Analysis of Designated Disadvantaged Communities

In accordance to SB 244, LWC will identify relevant Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the City’s sphere of influence and determine how Coachella is planning for infrastructure or public service needs deficiencies of the identified DUCs. Any deficiencies constraining housing production will be identified.

Task 1.D Document Review

LWC will review relevant documents to gain insight and understanding of local conditions and the City’s housing progress and priorities. These documents include but are not limited to the 2013 Housing Element Update, 2013 Housing Conditions and Vacant Land Survey, HCD communications, General Plan, Zoning and Subdivision Ordinances, and all housing programs/policies.

Deliverables

- *Evaluation of 2021 Housing Element, to be incorporated into the draft Housing Element*
- *RHNA Review Memo (PDF, Word)*
- *Designated Disadvantaged Communities Analysis*

Task 2: Housing Element Preparation

Task 2.A Housing Needs Assessment

In accordance with Government Code 65583(a), LWC will utilize available U.S. Census data, CA Department of Finance, and City data to analyze and update key population, housing, and employment characteristics to identify the City's specific housing needs and evaluate its housing conditions using State-approved criteria. LWC will establish the nature and extent of housing needs for Coachella including existing and projected housing needs and the housing needs of special groups. This will include an identification of the City's share of RHNA targets by housing type.

Key data characteristics include:

- Demographics (e.g. age, race/ethnicity, employment projections)
- Household type/size, age and income (by race and ethnicity)
- Housing stock characteristics (e.g. type, vacancy, age/condition, and cost/affordability)
- Assessment of overcrowding and cost burden
- Special Needs (e.g. large households, persons with disabilities)

Task 2.B Housing Needs Assessment

In accordance with Government Code 65583.2, LWC will prepare an inventory of land suitable for residential development within the planning period, including vacant sites and sites having the potential for redevelopment. LWC will leverage previous work prepared by the City, such as the vacant land inventory sites from the existing Housing Element. LWC will work closely with staff to develop a parcel-level inventory of sites with near-term residential development potential at appropriate densities. The assessment will also include an analysis of the availability of infrastructure for sites included in the inventory. This task assumes the City has adequate parcel-level GIS data (including APN, existing use, zoning, lot size, and assessor's data) available.

Task 2.C Sites Inventory

In accordance with Government Code 65583(a), LWC will conduct a constraints analysis. This analysis will differentiate between governmental constraints (such as land use, zoning, height, setbacks, and impact fees), non-governmental constraints (such as mortgage lending availability), and environmental constraints to inform decision makers on the most effective and appropriate policies to reduce constraints and facilitate housing production.

Task 2.D Housing Constraints Assessment

In accordance with Government Code 65583(a), LWC will identify housing resources, including programmatic, financial, and physical development opportunities. The analysis will include a review of funding sources for housing development and improvement, regulatory incentives for affordable housing, and opportunities for energy conservation.

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)*

Task 3: Prepare and Finalize Housing Element

Task 3.A Administrative Draft Housing Element

LWC will prepare an Administrative Draft Housing Element in compliance with all applicable State and federal laws, including all supporting documents, by June 2021. LWC assumes City staff will submit a single set of non-conflicting comments for incorporation into the Public Review Draft Housing Element.

Task 3.B Public Review Draft Housing Element

LWC will revise the Administrative Draft Housing Element to incorporate comments from City staff and prepare a Public Review Draft for City staff distribution to HCD, the City Council, the Planning Commission, and the general public by October 2021. LWC assumes City staff will submit a single set of non-conflicting comments for incorporation into the Final Housing Element.

Task 3.C Prepare Final Documents

LWC will revise the Public Review Draft in response to feedback from HCD, the City Council, the Planning Commission, City staff, and the general public and will prepare a Final Housing Element to present to the Planning Commission and City Council for adoption by January 2022. LWC will make any revisions following adoption and submit the Housing Element to HCD for certification.

Task 3.D Coordination with HCD

LWC will assist the City in achieving State certification of the Housing Element after adoption by City Council. LWC will work closely with HCD and the City to ensure that the City meets State requirements and will recommend modifications to the adopted Housing Element, if required, to obtain certification. LWC will communicate with HCD throughout the project and during the review and approval period, ensuring thorough review and appropriate response to comments.

Deliverables:

- *Administrative Draft (One (1) reproducible copy, PDF, Word)*
- *Public Review Draft (One (1) reproducible copy, PDF, Word)*
- *Final Draft Housing Element (Thirty (30) reproducible copies, PDF, Word)*
- *Final Certified Housing Element (PDF, Word)*
- *Coordination and communication with HCD, including review meetings*

Task 4: Project Management and Coordination

Task 4.A Kick-Off Meeting

LWC will prepare for and attend one kick-off meeting with City staff. The meeting will be online via video or teleconference. Meeting objectives include establishing project goals and objectives, clarifying RHNA, SCAG, and HCD processes and requirements, refining the scope and clarifying the roles and responsibilities of all parties involved, identifying major milestones and dates for intermediate deliverables, and establishing communication expectations and coordinate procedures.

Task 4.B Data Collection

LWC will identify and gather key information, reports, maps, and databases, as well as submit a data request to the City for relevant material that has not been previously compiled.

Task 4.C Project Management

LWC will maintain a close working relationship with the City, through open and frequent email, phone, and videoconference communication. LWC will schedule regular conference calls with City staff to provide progress updates, gather feedback, and assure the work is accomplished in an effective and timely manner.

Deliverables

- *List of data needs*
- *Meeting agendas and summary notes with follow-up items*
- *Refined project schedule documenting key milestones and deliverables for the project*

Task 5: Meetings

Task 5.A Community Presentations and Meetings

LWC will lead two (2) public workshops during the development and review of the Housing Element. These events will be held as webinars with presentation material prepared by LWC. City Staff is anticipated to prepare meeting notifications and participate in the meetings to help address community questions. Prior to the meetings, LWC will work with the City to develop an outreach strategy to clarify timing and objectives of the outreach efforts.

Task 5.B Meetings with Planning Commission and City Council

Prior to the adoption of the final Housing Element, LWC will participate in public hearings with both the Planning Commission and City Council to present findings and respond to questions and incorporate recommendations as appropriate. LWC will provide all materials and graphics for these hearings.

Meetings

- *One (1) study session with the Planning Commission and City Council*
- *One (1) public hearing with the Planning Commission*
- *One (1) public hearing with the City Council*

Deliverables

- *Meeting agendas, summaries, and presentations for community engagement meetings*
- *Meeting presentation materials for Planning Commission and City Council meetings*

EXHIBIT "B"

SCHEDULE OF SERVICES

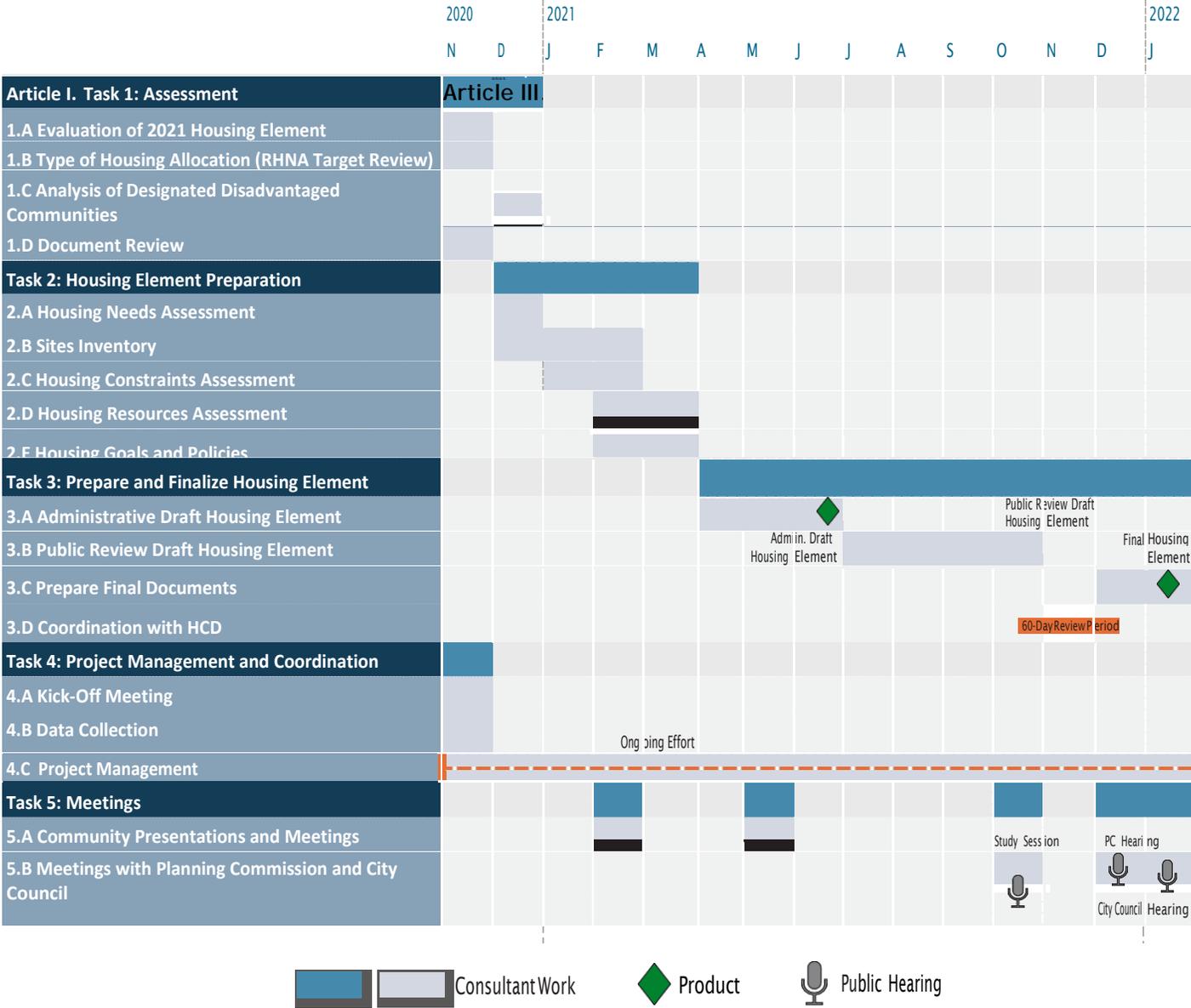


EXHIBIT "C"

COMPENSATION

| City of Coachella 6th Cycle Housing Element Update | LWC, Inc. | | | | | | | | | |
|----------------------------------------------------------------------------------------|--------------------|-----------------|-------------------|------------------|---------------------------|------------------|--------------------|------------------|------------|------------------|
| | Principal \$275 | | Director \$205 | | Senior Associate \$180 | | Associate \$145 | | LWC TOTAL | |
| | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost |
| Task 1 Assessment | | | | | | | | | | |
| 1.A Evaluation of 2021 Housing Element | | \$ - | | \$ - | 8 | \$ 1,440 | 16 | \$ 2,320 | 24 | \$ 3,760 |
| 1.B Type of Housing Allocation (RHNA Target Review) | | \$ - | | \$ - | 4 | \$ 720 | 8 | \$ 1,160 | 12 | \$ 1,880 |
| 1.C Analysis of Designated Disadvantaged Communities | | \$ - | 4 | \$ 820 | 8 | \$ 1,440 | 32 | \$ 4,640 | 44 | \$ 6,900 |
| 1.D Document Review | 1 | \$ 275 | 2 | \$ 410 | 2 | \$ 360 | 4 | \$ 580 | 9 | \$ 1,625 |
| Task 2 Housing Element Preparation | | | | | | | | | | |
| 2.A Housing Needs Assessment | | \$ - | | \$ - | 8 | \$ 1,440 | 24 | \$ 3,480 | 32 | \$ 4,920 |
| 2.B Sites Inventory | 2 | \$ 550 | 6 | \$ 1,230 | 16 | \$ 2,880 | 16 | \$ 2,320 | 40 | \$ 6,980 |
| 2.C Housing Constraints Assessment | 2 | \$ 550 | 4 | \$ 820 | 8 | \$ 1,440 | 24 | \$ 3,480 | 38 | \$ 6,290 |
| 2.D Housing Resources Assessment | | \$ - | 2 | \$ 410 | 4 | \$ 720 | 16 | \$ 2,320 | 22 | \$ 3,450 |
| 2.E Housing Goals and Policies | 1 | \$ 275 | 2 | \$ 410 | 8 | \$ 1,440 | 16 | \$ 2,320 | 27 | \$ 4,445 |
| Task 3 Prepare and Finalize Housing Element | | | | | | | | | | |
| 3.A Administrative Draft Housing Element | 2 | \$ 550 | 4 | \$ 820 | 16 | \$ 2,880 | 48 | \$ 6,960 | 70 | \$ 11,210 |
| 3.B Public Review Draft Housing Element | 1 | \$ 275 | 2 | \$ 410 | 8 | \$ 1,440 | 16 | \$ 2,320 | 27 | \$ 4,445 |
| 3.C Prepare Final Documents | | \$ - | 2 | \$ 410 | 12 | \$ 2,160 | 24 | \$ 3,480 | 38 | \$ 6,050 |
| 3.D Coordination with HCD | | \$ - | 2 | \$ 410 | 16 | \$ 2,880 | \$ - | \$ - | 18 | \$ 3,290 |
| Task 4 Project Management and Coordination | | | | | | | | | | |
| 4.A Kick-Off Meeting | | \$ - | 2 | \$ 410 | 4 | \$ 720 | 6 | \$ 870 | 12 | \$ 2,000 |
| 4.B Data Collection | | \$ - | | \$ - | 1 | \$ 180 | 2 | \$ 290 | 3 | \$ 470 |
| 4.C Project Management | 8 | \$ 2,200 | 24 | \$ 4,920 | 16 | \$ 2,880 | \$ - | \$ - | 48 | \$ 10,000 |
| Task 5 Meetings | | | | | | | | | | |
| 5.A Community Presentations and Meetings | 4 | \$ 1,100 | 12 | \$ 2,460 | 12 | \$ 2,160 | 24 | \$ 3,480 | 52 | \$ 9,200 |
| 5.B Meetings with Planning Commission and City Council | 6 | \$ 1,650 | 9 | \$ 1,845 | 12 | \$ 2,160 | 24 | \$ 3,480 | 51 | \$ 9,135 |
| TOTAL FEE | 27 | \$ 7,425 | 77 | \$ 15,785 | 163 | \$ 29,340 | 300 | \$ 43,500 | 567 | \$ 96,050 |
| Optional In-Person Meetings - Mileage and Travel: Senior Associate \$1,600 per meeting | | | | | | | | | | |

LWC

CITY OF COACHELLA, CA

HOUSING ELEMENT UPDATE

**RESPONSE TO REQUEST FOR PROPOSAL (RFP) FOR 6TH CYCLE
HOUSING ELEMENT UPDATE**

SEPTEMBER 25, 2020

Prepared for:



City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

Prepared by:



Lisa Wise Consulting, Inc.
706 South Hill Street, Suite 1100
Los Angeles, CA 90014
www.lisawiseconsulting.com
(805) 595-1345

TABLE OF CONTENTS

- A. Statement of Qualifications 1**
 - Cover Letter 1
 - Project Understanding and Approach 3
 - Project Team 4
 - Key Staff Descriptions 5
 - Scope of Services. 7
 - Firm Qualifications. 11
 - Implementation Plan 16
 - Financial Responsibility 16
 - APPENDIX: Resumes 17
- B. Proposers Certification & Proposal Pricing 2**
 - Budget 22
- C. References 23**
- D. Proposer’s Statement 25**
- E. Additional Insured Endorsement for Commercial General Liability Policy 26**

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A. Statement of Qualifications

Cover Letter

September 25, 2020



LWC

Juan Carrillo
City of Coachella
Development Services Department
53-990 Enterprise Way
Coachella, CA 92236
jcarrillo@Coachella.org

RE: Lisa Wise Consulting, Inc. (LWC) Proposal in response to City of Coachella Request for Proposals for 6th Cycle Housing Element Update

Dear Juan Carrillo,

LWC is very pleased to submit our proposal to update the City of Coachella's 6th Cycle Housing Element. Our firm is dedicated to understanding and applying California housing legislation and developing strategies that are sensitive to the unique opportunities and pressures of each community. We also bring an expertise in land development code and zoning ordinances, a critical part of the housing puzzle.

LWC's resume features over 20 Department of Housing and Community Development (HCD)-certified and adopted Housing Element Updates in the 4th and 5th Cycles. We are also leading 6th Cycle updates in Long Beach, Santa Maria, and Woodland. We will leverage this experience to deliver a smooth and efficient adoption, resolution, and HCD certification in Coachella. Our strong working knowledge also enables us to address difficult technical issues in Coachella, such as identifying appropriate infill sites for affordable units.

Our proposal includes all the tasks and outcomes prescribed by the HCD in this 6th cycle, to take the project from initiation to certification, including evaluation of 5th cycle policies and programs, sites and constraints analyses, responsive coordination with the HCD, community engagement, and adoption hearing support. We will also work closely with MSA Consulting, to understand the rezoning efforts needed to accommodate the remaining 5th Cycle RHNA.

We understand the City's intent for this project is to comply with State housing law, facilitate the acceleration of appropriately scaled and priced housing production, and preserve housing units across all income levels. LWC's knowledge and hands-on experience with California housing law also includes evaluating and developing fair housing ordinances, inclusionary housing programs, density bonus programs, financial feasibility testing of building types, and strategies for Accessory Dwelling Units (ADUs). We will work closely with City staff and the community to address the demand for housing with policies aimed at accommodating a diversity of housing that complements the city's evolution.

HOUSING SUPPLY AND DEMAND IN COACHELLA

THE CALIFORNIA DESERT ASSOCIATION OF REALTORS CITES CONTINUING HIGH DEMAND AND PRICING FOR HOUSING IN COACHELLA AS MORE PEOPLE CHOOSE TO RELOCATE TO THE DESERT

As LWC's President and CEO, I will be ultimately responsible for the quality and timeliness of all deliverables and our adherence to the budget and contract. I will work closely with David Bergman, who as Project Director brings over 25 years of experience in California housing and project management. David and I will support Kathryn Slama, our most experienced Senior Associate. Kathryn will serve as Project Manager, responsible for the day-to-day operations, work production and workflow, and communication with the City. Kathryn has dedicated her career to housing and zoning codes and led over a dozen Housing Element Updates. The LWC team also includes Karen Huynh, who has 10 years of public policy, social equity, and affordable housing experience.

We appreciate the opportunity to submit a proposal to work with City of Coachella to produce a comprehensive and compliant 6th Cycle Housing Element Update, which will garner support from the community, adoption from the City Council, and HCD certification. We look forward discussing the proposal with you and will be happy to make refinements at the City's discretion.

Sincerely,



Lisa Wise, AICP, CPA (inactive)
President, CEO
Lisa Wise Consulting, Inc.
lisa@lisawiseconsulting.com
805.595.1345

Project Understanding and Approach

PROJECT UNDERSTANDING

The City of Coachella (City) is a diverse and growing city nestled in easternmost Coachella Valley. The City is poised for continued growth while aiming to balance the need for high-quality jobs and a sufficient housing inventory.

Based on Southern California Council of Government (SCAG) estimates in the recent housing element update cycle, the City is required to accommodate 7,876 housing units, including over 2,000 very low- and low-income units. We understand the City is currently updating its zoning code to achieve 5th Cycle goals, but will still likely need to develop a separate sites inventory to meet its Regional Housing Needs Allocation (RHNA) for the 6th Cycle.

While cities cooperate to reach regional and State goals, they also compete for funding, residents, employers, and consumer spending. Cities also face pressures outside of their control: political, economic, social, and environmental. A comprehensive and actionable Housing Element Update that meets the City's RHNA goals will better position Coachella for funding and grant programs and to take advantage of opportunities in an uncertain future. The upcoming update will demonstrate accommodation of the new RHNA, promote and incentivize the adequate development of fair and equitable housing, and ensure consistency with the City's General Plan, zoning code, and other regulations.

PROJECT APPROACH

LWC's approach assimilates over 10 years of Housing Element Update experience in the 4th and 5th Cycles and three housing element updates in this 6th Cycle. We are prepared for the heightened demands, including higher RHNAs and new housing legislation, such as:

- Housing Crisis Act (SB330)
- Affirmatively Furthering Fair Housing (AB686)
- No Net Loss (SB 166)
- Adequate Housing Element Sites (AB 1397)

LWC's project management approach ensures our capacity to consistently deliver engagements on time and within budget. Our approach relies on close and regular communication with our client, regular internal performance audits, and systematic and hierarchical review of all work products. We also employ BigTime, an online time management platform that enables us to track project performance.

This approach will ensure a certifiable Housing Element that meets State and regional obligations while strengthening the City's position in the region and securing the community's vision for the future.

JOB/HOUSING BALANCE REFERS TO THE "SPATIAL MISMATCH" BETWEEN A WORKER'S RESIDENCE AND WORKPLACE. WHEN JOBS ARE NOT IN BALANCE WITH THE LOCAL LABOR FORCE, THE RESULTS ARE INCREASING LEVELS OF LONG COMMUTES, HEAVY ROAD (AND TRANSIT) CONGESTION, AND INCREASED ISSUES RELATED TO HOUSING AFFORDABILITY.

THE AMERICAN COMMUNITY SURVEY





FIRM PROFILE - LISA WISE CONSULTING, INC.

LWC is an urban planning and economics firm that specializes in promoting strong pedestrian and transit-oriented neighborhoods and preparing feasible, equitable housing strategies and modern zoning codes that facilitate sustainable, well-designed places to live, work, and recreate. LWC has a strong resume in housing policy and implementation, land use economics, zoning code updates, real estate finance, and fiscal analysis, with a constant focus on community involvement and feasible implementation.

LWC core capabilities:

- Housing Element Updates, Affordable Housing, and Anti-Displacement Strategies
- Zoning Ordinances, Development Codes, and Form-Based Codes
- Specific Plans, Master Plans, and Community Plans
- Market Analyses, Revitalization Strategies, and Financial Feasibility Studies
- Public Engagement, Visioning, and Community Consensus Modeling

LWC was founded in 2006 and has offices in Los Angeles, San Francisco, and San Luis Obispo. LWC is a Disadvantaged Business Enterprise (DBE) in California and Texas and a certified California Small Business Enterprise (SBE).

ORGANIZATION CHART



Lisa Wise, AICP
President, CEO
Principal-In-Charge
Project Commitment: 27 hrs



David Bergman, AICP
Director
Project Commitment: 77 hrs



Kathryn Slama
Project Manager
Project Commitment: 167 hrs



Karen Huynh
Associate
Project Commitment: 300 hrs

Key Staff Descriptions

LISA WISE CONSULTING, INC.



LISA WISE | AICP, CPA (inactive) | PRESIDENT, CEO

As a certified planner, Lisa has over 30 years of professional experience in housing policy, zoning codes, economic development strategies, financial analysis and managing complex engagements. Lisa is considered a national expert on housing policy and code reform and presents on the topics regularly at State and National APA, League of California Cities, ULI and the New Partners for Smart Growth conferences. Lisa is adjunct faculty at the California Polytechnic State University in San Luis Obispo focusing on courses in housing and real estate finance. Lisa has been directly responsible for over 20 housing policy engagements, 34 code updates, 23 master and specific plans, and 35 economic projects. Lisa holds a Masters of City and Regional Planning degree from California Polytechnic State University, San Luis Obispo, a Masters in Accountancy from DePaul University in Chicago and a Bachelor of Science degree in Business Administration from University of Cincinnati.

Role: As the **Owner and President** of LWC, Lisa will be ultimately responsible for LWC's adherence to scope, budget, timeline and to the tenets of the contract. Lisa will work closely with David Bergman (Director) and Kathryn Slama (Project Manager) to guide LWC's approach and review and approval of final deliverables.

DAVID BERGMAN | AICP | DIRECTOR



With over 25 years of experience, David has focused on community development, real estate and urban planning projects, with an emphasis on the formation and implementation of urban and regional development strategies, and public private-partnerships. David's strengths and expertise include public policy and alternatives analysis that balance economic feasibility, fiscal performance and community vision. He also brings an understanding of California Housing Law, earned working directly with California cities and counties on the identification and assessment of financing options for affordable housing, student and workforce housing and inclusionary housing, and strategies for improved jobs/housing balance and anti-displacement programs. As the Director of Planning for the City of South Pasadena, he oversaw the successful approval of the City's first density bonus application and adoption of an Accessory Dwelling Unit (ADU) Ordinance, that was approved by the California Department of Housing and Community Development (HCD). David holds a Master of Geography and Urban Planning from the University of California, Los Angeles, and a Bachelor of Arts degree in Geography and Classical History from the University of Wisconsin in Madison.

Role: David will serve as **Project Director**, working closely with Kathryn Slama (Project Manager) and Karen Huynh (Associate) to set the framework for deliverables, contribute to technical analysis, review draft documents, and track project milestones and performance. David will develop the framework and method for research and reporting, sequencing of tasks, and outreach strategies.

KATHRYN SLAMA | SENIOR ASSOCIATE

Kathryn has over seven years of hands-on housing, zoning code, station area planning, and project management experience, and leads the team on housing policy, regulatory analysis, implementation strategies, and streamlined and compliant zoning codes. Kathryn has successfully led Housing Element Updates in Richmond, Livermore, Benicia, Arroyo Grande, Atascadero, Tehachapi, and Loomis. Kathryn also brings strong writing, public speaking and community engagement skills and has facilitated dozens of public workshops, steering committee meetings and hearings. She holds a Masters of City and Regional Planning degree from California Polytechnic State University, San Luis Obispo and a Bachelor of Arts degree in Environmental Studies from University of California, Santa Barbara.



Role: As **Project Manager**, Kathryn will be responsible for day-to-day communication with the City. She will work closely with David Bergman, Karen Huynh and LWC staff to conduct site analyses, and draft, review and edit the housing element. She will coordinate review and certification by the submittal to HCD. Kathryn will be responsible for ensuring deliverables are complete, accurate, and submitted on time and within budget to meet and exceed client expectations. She will work with the LWC Business Manager to assure invoices are complete, correct, and timely.

KAREN HUYNH | ASSOCIATE

Karen brings 10 years of experience to LWC in affordable housing, real estate finance, land use economics, and fiscal analysis. She has a deep understanding of local government program management, funding, and implementation. Her strengths include housing feasibility studies, market analysis, housing policy analysis as well as fiscal impact analysis, development feasibility, and community engagement techniques. She works closely with each client to deliver tailored research and recommendations aimed at creating more livable, accessible, equitable, and resilient places. Karen holds a Master of Public Policy degree from University of California, Berkeley, where she specialized in homelessness/housing policy and economic inequality and a Bachelor of Arts degree in Neuroscience from Columbia University.



Role: As **Project Associate**, Karen will work closely with Kathryn Slama to source, review and summarize archival documents, conduct socio-economic research and policy assessment, evaluate existing programs, prepare materials for outreach events, and develop draft reports, memos, and informative and attractive graphics. Karen will also be responsible for project file management, report production and archiving.

Scope of Services

Task 1: Assessment

Task 1.A Evaluation of 2021 Housing Element

LWC will review the City's current Housing Element and its programs, as well as Annual Housing Element Progress Reports. This review will include:

- An assessment of the City's progress in meeting its existing Housing Element and RHNA goals
- A summary of the effectiveness of the programs and policies
- A comparison between projected goals with actual accomplishments
- A summary of how these results are important to the revision of the Housing Element
- An evaluation of the compliance of the existing Housing Element with current State housing law and applicable statutes

Task 1.B Type of Housing Allocation (RHNA Target Review)

Working with data generated from SCAG, LWC will prepare a summary memorandum for the City to provide to elected and appointed officials describing the SCAG RHNA methodology and providing information regarding Coachella's allocation.

Task 1.C Analysis of Designated Disadvantaged Communities

In accordance to SB 244, LWC will identify relevant Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the City's sphere of influence and determine how Coachella is planning for infrastructure or public service needs deficiencies of the identified DUCs. Any deficiencies constraining housing production will be identified.

Task 1.D Document Review

LWC will review relevant documents to gain insight and understanding of local conditions and the City's housing progress and priorities. These documents include but are not limited to the 2013 Housing Element Update, 2013 Housing Conditions and Vacant Land Survey, HCD communications, General Plan, Zoning and Subdivision Ordinances, and all housing programs/policies.

Deliverables

- *Evaluation of 2021 Housing Element, to be incorporated into the draft Housing Element*
- *RHNA Review Memo (PDF, Word)*
- *Designated Disadvantaged Communities Analysis*

Task 2: Housing Element Preparation

Task 2.A Housing Needs Assessment

In accordance with Government Code 65583(a), LWC will utilize available U.S. Census data, CA Department of Finance, and City data to analyze and update key population, housing, and employment characteristics to identify the City's specific housing needs and evaluate its housing conditions using State-approved criteria. LWC will establish the nature and extent of housing needs for Coachella including existing and projected housing needs and the housing needs of special groups. This will include an identification of the City's share of RHNA targets by housing type.

Key data characteristics include:

- Demographics (e.g. age, race/ethnicity, employment projections)
- Household type/size, age and income (by race and ethnicity)
- Housing stock characteristics (e.g. type, vacancy, age/condition, and cost/affordability)
- Assessment of overcrowding and cost burden
- Special Needs (e.g. large households, persons with disabilities)

Task 2.B Housing Needs Assessment

In accordance with Government Code 65583.2, LWC will prepare an inventory of land suitable for residential development within the planning period, including vacant sites and sites having the potential for redevelopment. LWC will leverage previous work prepared by the City, such as the vacant land inventory sites from the existing Housing Element. LWC will work closely with staff to develop a parcel-level inventory of sites with near-term residential development potential at appropriate densities. The assessment will also include an analysis of the availability of infrastructure for sites included in the inventory. This task assumes the City has adequate parcel-level GIS data (including APN, existing use, zoning, lot size, and assessor's data) available.

Task 2.C Sites Inventory

In accordance with Government Code 65583(a), LWC will conduct a constraints analysis. This analysis will differentiate between governmental constraints (such as land use, zoning, height, setbacks, and impact fees), non-governmental constraints (such as mortgage lending availability), and environmental constraints to inform decision makers on the most effective and appropriate policies to reduce constraints and facilitate housing production.

Task 2.D Housing Constraints Assessment

In accordance with Government Code 65583(a), LWC will identify housing resources, including programmatic, financial, and physical development opportunities. The analysis will include a review of funding sources for housing development and improvement, regulatory incentives for affordable housing, and opportunities for energy conservation.

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*
- *Housing Resource Assessment*
- *Inventory of Suitable Residential Sites*
- *Implementation Plan (Housing Goals and Policies)*
- *Housing Constraints Assessment*

Task 3: Prepare and Finalize Housing Element

Task 3.A Administrative Draft Housing Element

LWC will prepare an Administrative Draft Housing Element in compliance with all applicable State and federal laws, including all supporting documents, by June 2021. LWC assumes City staff will submit a single set of non-conflicting comments for incorporation into the Public Review Draft Housing Element.

Task 3.B Public Review Draft Housing Element

LWC will revise the Administrative Draft Housing Element to incorporate comments from City staff and prepare a Public Review Draft for City staff distribution to HCD, the City Council, the Planning Commission, and the general public by October 2021. LWC assumes City staff will submit a single set of non-conflicting comments for incorporation into the Final Housing Element.

Task 3.C Prepare Final Documents

LWC will revise the Public Review Draft in response to feedback from HCD, the City Council, the Planning Commission, City staff, and the general public and will prepare a Final Housing Element to present to the Planning Commission and City Council for adoption by January 2022. LWC will make any revisions following adoption and submit the Housing Element to HCD for certification.

Task 3.D Coordination with HCD

LWC will assist the City in achieving State certification of the Housing Element after adoption by City Council. LWC will work closely with HCD and the City to ensure that the City meets State requirements and will recommend modifications to the adopted Housing Element, if required, to obtain certification. LWC will communicate with HCD throughout the project and during the review and approval period, ensuring thorough review and appropriate response to comments.

Deliverables:

- *Administrative Draft (One (1) reproducible copy, PDF, Word)*
- *Public Review Draft (One (1) reproducible copy, PDF, Word)*
- *Final Draft Housing Element (Thirty (30) reproducible copies, PDF, Word)*
- *Final Certified Housing Element (PDF, Word)*
- *Coordination and communication with HCD including review meetings*

Task 4: Project Management and Coordination

Task 4.A Kick-Off Meeting

LWC will prepare for and attend one kick-off meeting with City staff. The meeting will be online via video or teleconference. Meeting objectives include establishing project goals and objectives, clarifying RHNA, SCAG, and HCD processes and requirements, refining the scope and clarifying the roles and responsibilities of all parties involved, identifying major milestones and dates for intermediate deliverables, and establishing communication expectations and coordinate procedures.

Task 4.B Data Collection

LWC will identify and gather key information, reports, maps, and databases, as well as submit a data request to the City for relevant material that has not been previously compiled.

Task 4.C Project Management

LWC will maintain a close working relationship with the City, through open and frequent email, phone, and videoconference communication. LWC will schedule regular conference calls with City staff to provide progress updates, gather feedback, and assure the work is accomplished in an effective and timely manner.

Deliverables

- *List of data needs*
- *Meeting agendas and summary notes with follow-up items*
- *Refined project schedule documenting key milestones and deliverables for the project*

Task 5: Meetings

Task 5.A Community Presentations and Meetings

LWC will lead two (2) public workshops during the development and review of the Housing Element. These events will be held as webinars with presentation material prepared by LWC. City Staff is anticipated to prepare meeting notifications and participate in the meetings to help address community questions. Prior to the meetings, LWC will work with the City to develop an outreach strategy to clarify timing and objectives of the outreach efforts.

Task 5.B Meetings with Planning Commission and City Council

Prior to the adoption of the final Housing Element, LWC will participate in public hearings with both the Planning Commission and City Council to present findings and respond to questions and incorporate recommendations as appropriate. LWC will provide all materials and graphics for these hearings.

Meetings

- *One (1) study session with the Planning Commission and City Council*
- *One (1) public hearing with the Planning Commission*
- *One (1) public hearing with the City Council*

Deliverables

- *Meeting agendas, summaries, and presentations for community engagement meetings*
- *Meeting presentation materials for Planning Commission and City Council meetings*



HOUSING ELEMENT UPDATES AND DENSITY BONUS PROGRAMS

HOUSING ELEMENT UPDATES & CYCLES

| | |
|---------------|-----------------|
| Arroyo Grande | 4th & 5th |
| Atascadero | 4th & 5th |
| Benicia | 4th & 5th |
| El Dorado | 4th |
| Grover Beach | 4th |
| King City | 4th |
| Livermore | 5th |
| Long Beach | 6th |
| Loomis | 3rd, 4th, & 5th |
| Monte Sereno | 4th |
| Pacific Grove | 4th |
| Pismo Beach | 4th |
| Placer County | 4th |
| Richmond | 4th & 5th |
| Santa Maria | 6th |
| Tehachapi | 4th & 5th |
| Tulare | 4th |
| Vallejo | 5th |

DENSITY BONUS PROGRAMS

Atascadero, CA, Equity Sharing Ability to Pay Analysis and Criteria

Austin, TX, Land Development Code Update

Flagstaff, AZ, Zoning Ordinance Update

Livermore, CA, Development Code Update and Form-Based Code

Lompoc, CA, Zoning Ordinance Update

Mammoth Lakes, CA, Affordable Housing Conceptual Land Use Plan

Pismo Beach, CA, 360 Park Affordable Housing RFP Process Management

HOUSING ELEMENT IMPLEMENTATION

Atascadero, CA, Housing Element Implementation

Pismo Beach, CA, Housing Element Implementation

Richmond, CA, Assessment and Development of Fair Housing Ordinances, Implementation of Priorities in the General Plan

For over 14 years, LWC has worked with cities and counties to comply with State housing law and assure eligibility for planning and implementation funding, by:

- Understanding the community vision;
- Assessing local housing needs;
- Inventorying available sites for housing development;
- Analyzing constraints to housing development;
- Proposing programs to reduce constraints, if necessary, making additional sites available, and
- Attaining HCD approval of the Housing Element Update.

LWC has a thorough understanding of State housing law and has worked with over 15 jurisdictions on successful State certification in the 4th, 5th, and 6th (current) Housing Element cycles.

LWC's approach to Housing Element Updates and housing policy prioritizes streamlining the approval process for housing development, facilitating housing affordability and enabling a diversity of housing types that are consistent with the community vision and State Planning Priorities. LWC's approach also relies on substantive online and in-person public engagement with special interest groups, property and business owners, civic leaders, elected officials, City staff, and the housing community.

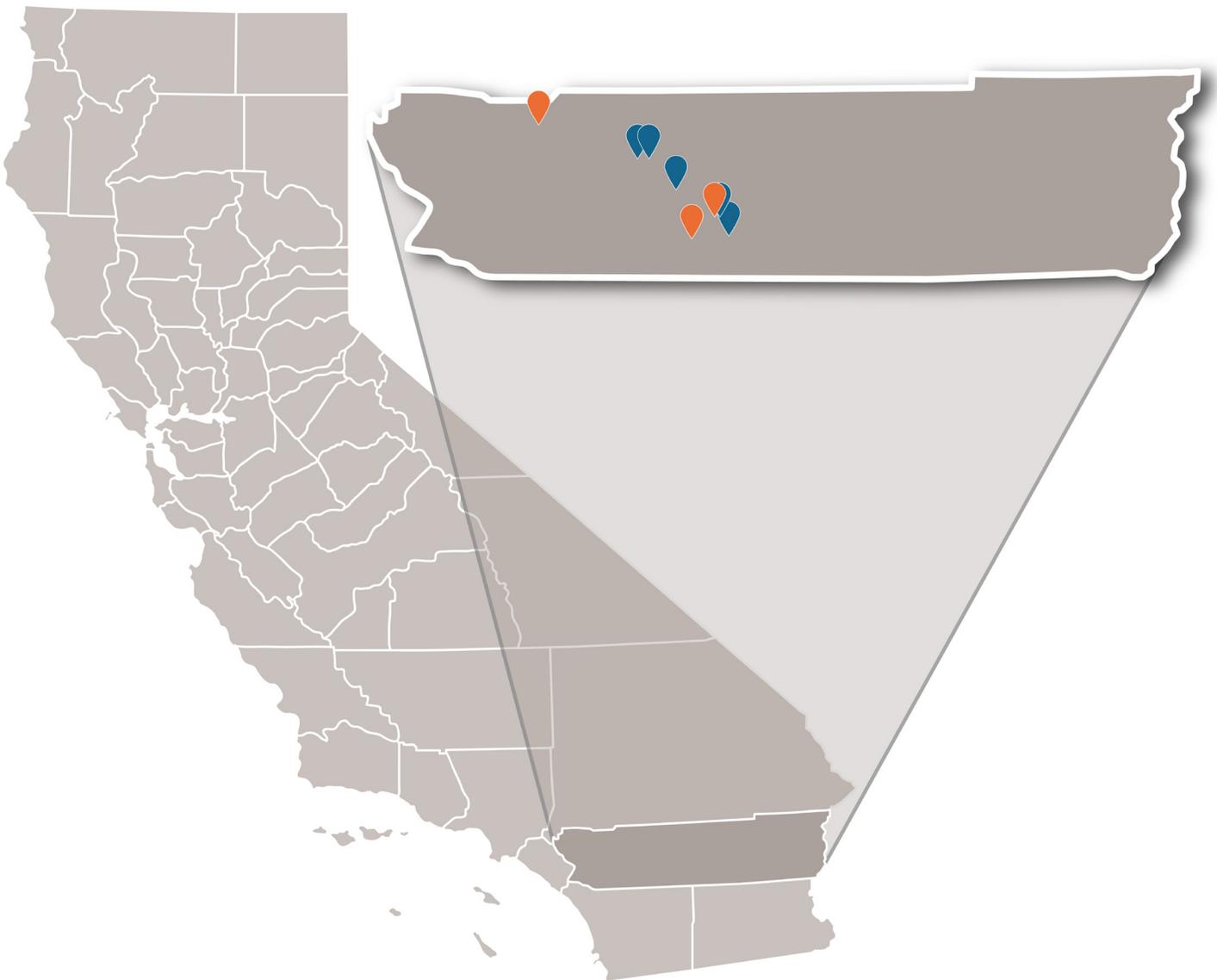
LWC's housing resume also includes the assessment and development of Fair Housing Ordinances, Short Sale Provision for a Moderate-Income Affordable Housing Program and advising cities on the evaluation and selection of a development team to build affordable housing on a City-owned property. LWC has also developed inclusionary housing programs in Austin, TX, Flagstaff, AZ, Livermore and Lompoc, CA as part of our city-wide zoning ordinance update work.



COACHELLA VALLEY EXPERIENCE

The following projects reflect our team's diverse experiences working in the Coachella Valley:

- City of Beaumont General Plan Update
- City of Palmn Springs Hotel Market Analysis
- City of Cathedral City General Plan Update
- City of Palm Desert General Plan Update
- City of Indio Zoning Code Update
- City of Indio General Plan Update
- City of La Quinta Form-Based Code
- City of Coachella La Plaza East Study



The image depicts projects managed directly by LWC (orange pin 📍), and projects managed by David Bergman in his former capacity as Principal at MR+E (blue pin 📍), an urban planning economics consulting firm. David joined LWC in January of 2020.

LWC

CITY OF ATASCADERO

4th & 5th Cycle Housing Elements**STATUS:**

4th Cycle Adopted by City Council, January 2011
Certified by HCD April 2011

5th Cycle Adopted by City Council, January 2015
Certified by HCD April 2015

TIMEFRAME:

4th Cycle - 2009 - 2011

5th Cycle - 2014 - 2015

BUDGET:

4th Cycle - \$53,130

5th Cycle - \$22,740

REFERENCE:

Warren Frace
(Former), Director,
Community Development
City of Atascadero
(Current) Community
Development Director
City of Paso Robles
Phone: 805-237-3970
Email: wfrace@prcity.com

LWC was hired by the City of Atascadero to prepare the 4th Cycle Housing Element for the 2007-2014 planning period and the 5th Cycle Housing Element for 2015-2023 period. Atascadero is a small, residential community with a growing downtown area located in Northern San Luis Obispo County.

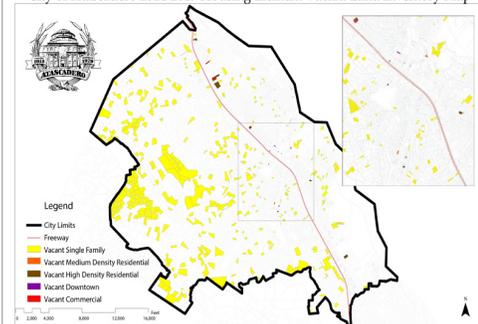
LWC worked closely with City Staff to identify opportunities and constraints given Atascadero's Regional Housing Needs Allocation (RHNA), approval by the Department of Housing and Community Development (HCD) and unanimous adoption by the City Council.

LWC achieved community engagement objectives by facilitating a Public Workshop, Planning Commission Workshop and contacting over 25 local and regional housing related organizations to gather input on access to housing in the City. Groups include Habitat for Humanity, People's Self-help Housing, and Central Coast Commission for Senior Citizens and Transitions Mental Health.

After assessing demographic and socio-economic conditions on rental and homeownership prices, LWC identified vacant, underutilized and redevelopable sites, and physical and environmental barriers to housing production. Based on these findings and the City's RHNA, LWC worked closely with the City and the community to create policies and programs aimed at meeting the housing needs of all income levels as well as special groups such as elderly, disabled, and single parents. LWC helped the city in developing clear policy and program language to demonstrate compliance with recently adopted legislation pertaining to the definition of family, needs for person with developmental disabilities, and persons experiencing homelessness.

LWC worked closely with City staff to submit draft documents to the Planning Commission and City Council and make revisions requested by HCD to ensure the 4th and 5th Cycle Housing Element Updates were certified by the State.

City of Atascadero 2014-2019 Housing Element Vacant Land Inventory Map





CITY OF LONG BEACH

Housing Element Update, 6th Cycle

STATUS:

Ongoing

TIMEFRAME:

2020 - 2021

BUDGET:

\$927,000

REFERENCE:

Patricia Deifenderfer
Advanced Planning Officer
City of Long Beach
411 W. Ocean Blvd., 3rd Floor
Long Beach, CA 90802
562-570-6261
*patricia.diefenderfer@
longbeach.gov*

LWC is currently leading the development of a Housing Element Update for the City of Long Beach. With a population of over 460,000, Long Beach is the 7th largest city in California and represents a diverse and complex set of community conditions and overlapping land use regulations.

The team has conducted four community-wide forums that introduced the project, provided an overview of local housing conditions, and solicited feedback on both the current housing element goals and potential policy solutions. In order to engage a broad representation of the community, 2 workshops were held in Spanish.

In the preparation of the Housing Element Update, key tasks have included a GIS-driven site identification process that examined over 86,000 eligible parcels. This work was supported by a detailed analysis of opportunities at key development sites. Ongoing work includes evaluating constraints to housing production in the city and the preparation of policies and plan documents that will conform to the State of California's requirements for Housing Elements. Because of Long Beach's size and diversity, critical issues that are being considered include the need to affirmatively further fair housing and to identify enough suitable site for below-market rate housing in an already developed city.





CITY OF TEHACHAPI

Housing Element Update, 4th and 5th Cycle

STATUS:

4th Cycle Certified June 2014
 5th Cycle Certified December 2015

TIMEFRAME:

4th Cycle- 2012 - 2014
 5th Cycle- 2015 - 2015

BUDGET:

5th Cycle \$29,092
 4th Cycle \$23,940

REFERENCE:

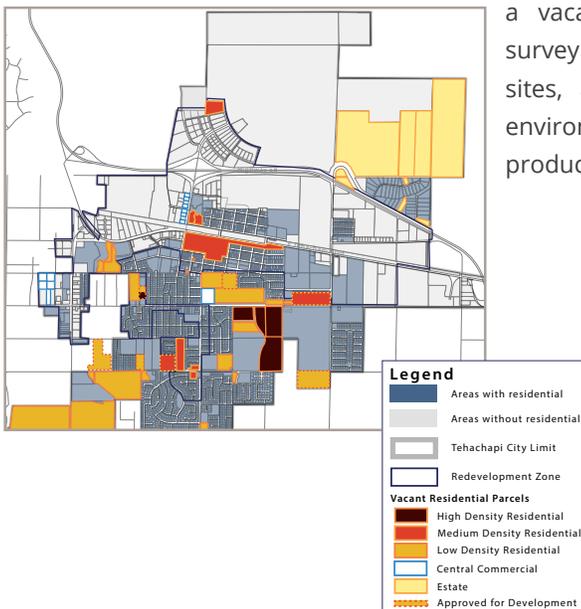
Jay Schlosser
 Development Services
 Director
 City of Tehachapi
 115 S. Robinson St.
 Tehachapi, CA 93561
 (661) 822-2200 x 115
 jschlosser@tehachapicityhall.com

LWC was retained by the City of Tehachapi to prepare the the to prepare the City’s 4th and 5th Cycle Housing Elements. LWC worked closely with City Staff to craft a Housing Element that complies with State law and is tailored to Tehachapi’s unique characteristics, opportunities, and constraints.

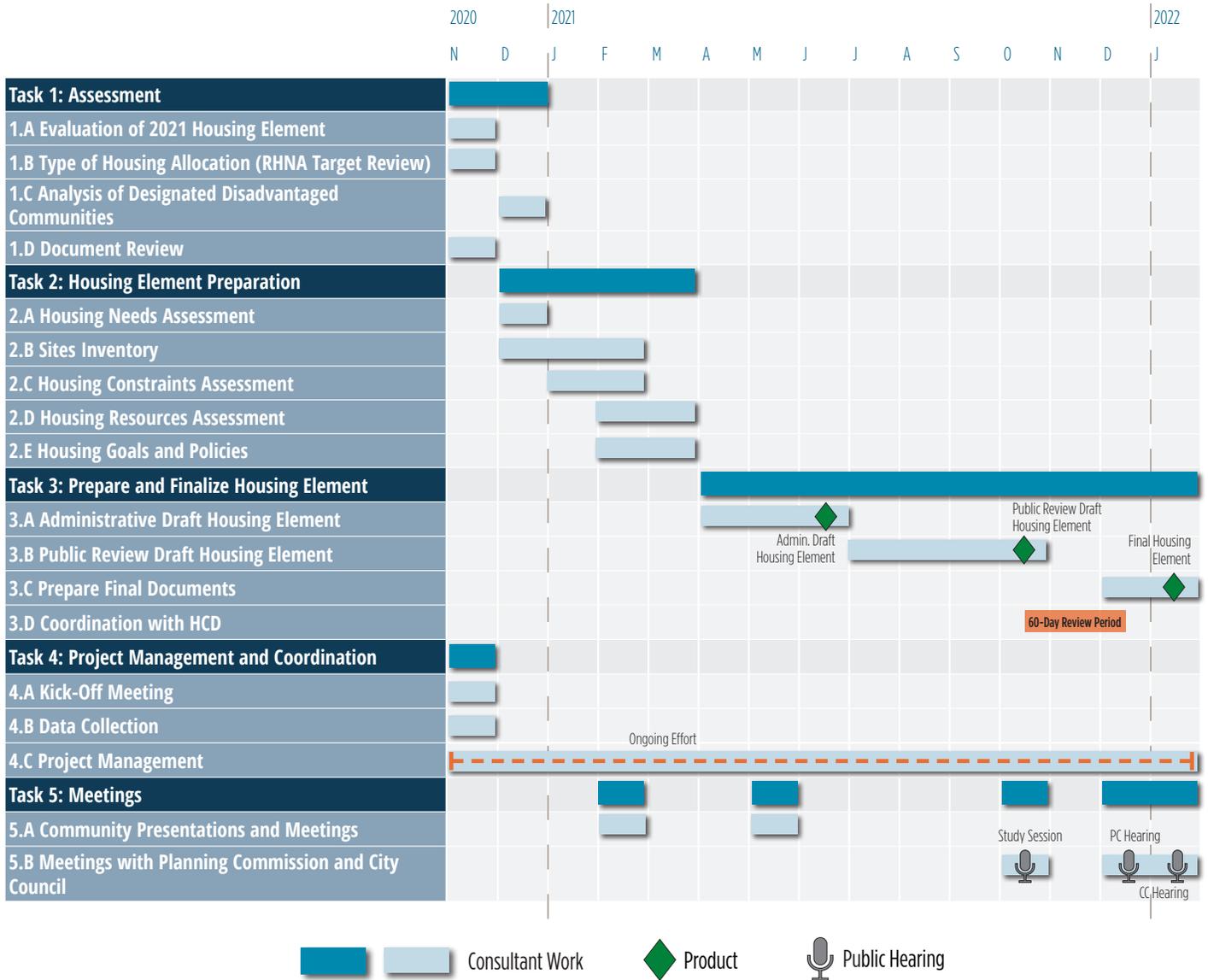
Tehachapi is a small mountain town in southern California, located 35 miles south of Bakersfield. The goal of the Housing Element is to maintain the small town character while also conserving existing affordable housing; providing adequate housing sites; assisting in the development of affordable housing; removing constraints to housing development; and promoting equal housing opportunities. LWC worked analyzed the latest data on rental and homeownership prices to assess cost burden, performed a vacant and underutilized land survey to identify opportunity sites, and assessed physical and environmental barriers to housing production.

After the 4th Cycle, the City adopted a new form-based zoning code that regulated form without providing maximum residential densities. A key challenge during the 5th Cycle update was adequately demonstrating to the State department of Housing and Community Development (HCD) that the City had adequate opportunity sites at minimum densities to accommodate their Regional Housing Needs Allocation for low-,very low-, and extremely low-income households. LWC, who also led the Code update, was able to translate the City’s transect-based zoning regulations into effective densities, based on lot size, building typology, building massing and form standards, and parking requirements.

LWC worked closely with City staff and HCD to submit draft documents and make revisions throughout the process to ensure adoption by City Council and certification by the State.



SCHEDULE



Financial Responsibility

At the City's request, LWC is prepared to provide financial statements or other evidence of the firm's financial capability to perform the required services.



LISA WISE, AICP

President, Owner

As a certified planner and public accountant, Lisa has over 30 years of professional experience in land use planning, real estate finance, and the management of complex projects. Lisa is considered a national expert on housing policy and code reform, and presents on the topics regularly at State and National APA, League of California Cities, ULI and the New Partners for Smart Growth conferences, and has recently received the CNU Paul Crawford award for Excellence in Planning. Lisa is a part-time lecturer at the California Polytechnic State University in San Luis Obispo focusing on courses in housing and real estate finance.

Lisa has been directly responsible for a breadth of large-scale projects that assess land use policy and economic performance and make recommendations for more vibrant and resilient communities. These include 20 housing elements, 23 master and specific plans, 34 code updates, 35 economic projects, and several inclusionary and employee housing studies.

Prior to starting LWC in 2006, Lisa worked for land use planning firm Crawford, Multari & Clark Associates. From 1990 to 1999, Lisa was a Manager at PricewaterhouseCoopers (PwC), one of the “Big Four” international accounting, financial services and management consulting firms. At PwC, Lisa’s responsibilities included managing large financial services engagements, building client relationships, mentoring staff, and teaching in-house classes.

Relevant Project Experience:

- Arroyo Grande, CA, Housing Element Update, 4th and 5th Cycle
- Atascadero, CA, Affordable Housing Short sale Policy, Housing Element Implementation and Housing Element 4th and 5th Cycle
- Benicia, CA, Housing Element Update, 4th and 5th Cycle
- Flagstaff, AZ, Zoning Ordinance Update
- Grover Beach, CA, Zoning Code Update, West Grand Avenue Masterplan, and 4th Cycle Housing Element Update
- King City, CA, Housing Element, 4th Cycle
- Livermore, CA, Development Code Update and 5th Cycle Housing Element Update
- Loomis, CA, Housing Element Update 3rd, 4th and 5th Cycle
- Malibu, CA, Zoning Code and Local Implementation Plan Update
- Merced, CA, Bellevue Corridor Plan
- Mesa, AZ, Form-Based Code and Regulating Plan
- Petaluma, CA SMART Rail Station Areas: TOD Master Plan
- Pismo Beach, CA, Housing Element, 4th Cycle
- Richmond, CA, Livable Corridors Plan, South Shore Specific Plan, and 4th and 5th Cycle Housing Element Update
- Vallejo, CA, Housing Element Update 5th Cycle
- Tehachapi, CA, Housing Element Update 4th and 5th Cycle



PAST WORK EXPERIENCE

- California Polytechnic State University
San Luis Obispo, CA, Adjunct Faculty, 2002 - Present
- Crawford, Multari & Clark Associates
San Luis Obispo, CA, Professional Consultant,
2001 - 2006
- San Luis Obispo County
San Luis Obispo, CA, Staff Planner, 2000 - 2001
- Governor’s Office of Planning & Research
Sacramento, CA, Intern, 1999 - 2000
- PricewaterhouseCoopers, LLP
New York, NY, Financial Services Manager, 1990 - 1999

EDUCATION

- California Polytechnic State University
San Luis Obispo, CA, Master of City & Regional
Planning, 2001
- DePaul University
Chicago, IL, M.S. Accountancy, 1990
- University of Cincinnati
Cincinnati, OH, B.S. Business Administration in
Marketing & Finance, 1987

CERTIFICATIONS & MEMBERSHIPS

- American Planning Association (APA)
2001 - Present
- Certified Public Accountant, 1991
- Congress for New Urbanism
2003 - Present
Paul Crawford Award for Excellence in Planning, 2017
- Form-Based Code Institute
Chair, 2015 - 2018; Treasurer, 2014 - 2015
- Dean’s Leadership Council
California Polytechnic, School of Architecture
2018-Present

DAVID BERGMAN

Director

With over 25 years of experience, David has focused on community development, real estate and urban planning projects, with an emphasis on the formation and implementation of urban and regional development strategies, and public private-partnerships. David's strengths and expertise include public policy and alternatives analysis that balance economic feasibility, fiscal performance and community vision. He also brings an understanding of California Housing Law, earned working directly with California cities and counties on the identification and assessment of financing options for affordable housing, student and workforce housing and inclusionary housing, and strategies for improved jobs/housing balance and anti-displacement programs. As the Director of Planning for the City of South Pasadena, he oversaw the successful approval of the City's first density bonus application and adoption of an Accessory Dwelling Unit (ADU) Ordinance, that was approved by the California Department of Housing and Community Development (HCD).

David's commitment to client service centers around providing strategy alternatives based on market-driven research and consideration of local, regional and state law and precedent. His experience features large-scale mixed-use and urban infill developments, and planned communities. He has provided feasibility analysis and funding strategies across all major property sectors including residential, retail, office, industrial, hospitality, and institutional.

Recent examples of David's work include:

- Beverly Hills, CA, Fiscal Impacts
- Coachella Music and Arts Festival, Marketing and Promotion Programs, and Economic Impacts
- Long Beach, CA, 6th Cycle Housing Element Update and Housing Feasibility Study
- Long Beach, CA, Low- and Moderate-Income Housing Site Analysis
- Los Angeles, CA, Economic and Fiscal Impact Study, Los Angeles International Airport (LAX)
- Pasadena, CA, General Plan Economics and Land Use Element
- San Diego, CA, Barrio Logan Affordable Housing Strategy
- San Fernando, CA, Workforce Housing Economic Analysis and Strategy Alternatives
- Santa Clarita, CA, General Plan Economics and Land Use Element
- Santa Maria, CA, 6th Cycle Housing Element Update, Market Analysis and Annexation Strategy
- Santa Rosa, CA, Jobs Housing Balance Study
- State of California General Services Division, Community College and Residential Master Plan
- Sun Cal, Anaheim, CA, Inclusionary Housing Strategy, Palatium Triangle



PAST WORK EXPERIENCE

Metropolitan Research and Economics

Santa Monica, CA, Principal, Director and Owner
2009 - 2020

City of South Pasadena, CA

Director, Planning and Building
2018 - 2019

City of Santa Cruz, CA

Manager of Special Projects, Economic
Development
2014 - 2017

Economics Research Associates

Los Angeles, CA, Principal
1996 - 2009

EDUCATION

University of California

Los Angeles, CA, Master of Arts, Geography
Urban Planning

University of Wisconsin

Madison, WI, B.A., Geography and Classical
History

ACADEMIC EXPERIENCE

University of Southern California

School of Architecture, 2016 - 2019

Southern California Institute of Architecture

2001 - 2016

University of Michigan

School of Architecture, 2009 - 2010

KATHRYN SLAMA

Senior Associate

Kathryn has over seven years of hands-on housing, zoning code, station area planning, and project management experience, and is the Senior in charge of LWC's Los Angeles office. Kathryn leads the team on detailed policy and regulatory analysis, formulation of implementation strategies, housing policy, and streamlined and compliant zoning codes. Kathryn has worked with communities throughout California and across the country to reach consensus on priorities and develop strategies to clarify, streamline, and modernize development codes, with a focus on economic revitalization, resilience, and enabling well-designed places to live, shop, and do business.

Kathryn was the project manager on over 12 LWC Housing Element Updates, with certification by the California Department of Housing and Community Development (HCD) and adoption by the cities. She has led several large-scale, complex development code projects from start to finish, on time and within budget in Fargo, ND, Alameda County, and Hayward CA.

Kathryn holds a Masters of City and Regional Planning degree from California Polytechnic State University, San Luis Obispo, where she graduated at the top of her class and a Bachelor of Arts degree in Environmental Studies from University of California, Santa Barbara.

Relevant Project Experience at LWC:

- Alameda County, CA, Ashland Cherryland Business District Specific Plan Update and Code
- Arroyo Grande, CA, Housing Element Update, 4th and 5th Cycle
- Atascadero, CA, Housing Element Implementation, Housing Element Update, 4th and 5th Cycle
- Austin, TX, Land Development Code Update
- Benicia, CA, Housing Element Update, 4th and 5th Cycle
- Hayward, CA, Downtown Specific Plan and Form-Based Code
- Hayward, CA, Form-Based Codes Update
- Hermosa Beach, CA, General Plan Update
- Livermore, CA, Development Code Update, Housing Element Update
- Lompoc, CA, Zoning Code Update
- Long Beach, CA, Project Management Services
- Loomis, CA, Housing Element Update, 5th Cycle
- Pacific Grove, CA, Development Code Update
- Richmond, CA, Housing Element Update, 4th Cycle
- San Luis Obispo, CA, San Luis Ranch Specific Plan and Code
- Tehachapi, CA, Housing Element Update, 4th and 5th Cycle
- Tehachapi, CA, Zoning Ordinance Update and General Plan Consistency



PAST WORK EXPERIENCE

California Polytechnic State University
San Luis Obispo, CA, Teaching Assistant
January 2013 - June 2013

City of Clearlake, CA
Graduate Student Planner
September 2012 - June 2013

City of Carpinteria, CA
Graduate Student Planner
March 2012 - June 2012

EDUCATION

California Polytechnic State University
San Luis Obispo, CA, Master of City & Regional
Planning

University of California, Santa Barbara
B.A., Environmental Studies

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
2011 - Present

Cal Poly Graduate Student Planning
Association
2011 - 2013

KAREN HUYNH

Associate

Karen brings 10 years of experience to LWC in fiscal analysis, real estate finance, land use economics and manipulating large complex databases. Her strengths include housing feasibility studies, market analysis, long-range planning, and housing policy analysis. She brings expertise across multiple practice areas, such as affordable housing, economic development, fiscal impact analysis and development feasibility. She is adept in effective online and in-person community engagement techniques such as personal interviews, focus groups, workshops, and surveys. Combined with quantitative analyses, Karen brings a more holistic understanding of market conditions and regulatory frameworks to help cities address existing and anticipated challenges. She works closely with each client to deliver tailored research and recommendations aimed at creating more liveable, accessible, equitable and resilient places. In addition to policy and planning, Karen also brings a deep understanding of local government program management, funding and implementation.

Karen holds a Master of Public Policy degree from University of California, Berkeley, where she specialized in homelessness/housing policy and economic inequality. During graduate school, Karen conducted research on homeless policy in San Francisco and assessed performance of economic development incentives in U.S. cities before and after the 2008 depression.

Relevant Project Experience:

- Culver City, CA, General Plan Update
- Gary, IN, Knight Foundation Financial Sustainability Strategy for Local Nonprofit
- La Cañada Flintridge, CA, Descanso Gardens Business Strategy
- Long Beach, CA, 6th Cycle Housing Element Update
- Los Angeles, CA, Taylor Yards G2 Park Financial Sustainability Strategy
- Mountain View, CA, R3 "Missing Middle" Zoning Update
- Santa Maria, CA, General Plan Update, Market Analysis, Housing Element Update and Annexation Study
- Santa Monica, CA, Affordable Housing Production Program Update
- Urban Land Institute, Assessment of Health and Social Equity in Real Estate



PAST WORK EXPERIENCE

HR&A Advisors, Inc.

Housing and Economic Development Analyst
2018 - 2020

Los Angeles County, Dept. of Health Services

Program Manager, Housing for Health
2017 - 2018

Tipping Point

Graduate Student Consultant, Homeless Policy
2017

Institute for Research on Labor & Employment,

U.C. Berkeley, Graduate Student Researcher
2016

EDUCATION

University of California, Berkeley

Berkeley, CA, Master of Public Policy

Columbia University

New York, NY, B.A., Neuroscience

COMMUNITY INVOLVEMENT

Emerging LA, Participant

Salon series hosted by Molly Rysman, Housing and Homelessness Deputy, to address homelessness in LA County

New Leaders Council - LA, Fellow

Program aimed at developing leadership in politics, government, and law

B. Proposers Certification & Proposal Pricing

EXHIBIT C

PROPOSERS CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a fixed-price basis for services described in Exhibit A. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Contact or designee in writing.

Please attach proposed cost and payment schedule, and hourly rates for assigned personnel.

Lisa Wise Consulting, Inc. Phone: 805.595.1345 Fax: 805.595.1978
LEGAL NAME OF COMPANY PHONE AND FAX NUMBERS

983 Osos Street, San Luis Obispo, CA 93401
BUSINESS ADDRESS

Henry Pontarelli Vice President, Secretary
PRINTED NAME OF AUTHORIZED AGENT TITLE

September 23, 2020 henry@lisawiseconsulting.com
SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS

800155 045 n/a
FEDERAL ID NUMBER (IF APPLICABLE) CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

| City of Coachella 6th Cycle Housing Element Update | LWC, Inc. | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|--------------------|-----------------|-------------------|------------------|---------------------------|------------------|--------------------|------------------|------------|------------------|
| | Principal \$275 | | Director \$205 | | Senior Associate \$180 | | Associate \$145 | | LWC TOTAL | |
| | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost |
| Task 1 Assessment | | | | | | | | | | |
| 1.A Evaluation of 2021 Housing Element | | \$ - | | \$ - | 8 | \$ 1,440 | 16 | \$ 2,320 | 24 | \$ 3,760 |
| 1.B Type of Housing Allocation (RHNA Target Review) | | \$ - | | \$ - | 4 | \$ 720 | 8 | \$ 1,160 | 12 | \$ 1,880 |
| 1.C Analysis of Designated Disadvantaged Communities | | \$ - | 4 | \$ 820 | 8 | \$ 1,440 | 32 | \$ 4,640 | 44 | \$ 6,900 |
| 1.D Document Review | 1 | \$ 275 | 2 | \$ 410 | 2 | \$ 360 | 4 | \$ 580 | 9 | \$ 1,625 |
| Task 2 Housing Element Preparation | | | | | | | | | | |
| 2.A Housing Needs Assessment | | \$ - | | \$ - | 8 | \$ 1,440 | 24 | \$ 3,480 | 32 | \$ 4,920 |
| 2.B Sites Inventory | 2 | \$ 550 | 6 | \$ 1,230 | 16 | \$ 2,880 | 16 | \$ 2,320 | 40 | \$ 6,980 |
| 2.C Housing Constraints Assessment | 2 | \$ 550 | 4 | \$ 820 | 8 | \$ 1,440 | 24 | \$ 3,480 | 38 | \$ 6,290 |
| 2.D Housing Resources Assessment | | \$ - | 2 | \$ 410 | 4 | \$ 720 | 16 | \$ 2,320 | 22 | \$ 3,450 |
| 2.E Housing Goals and Policies | 1 | \$ 275 | 2 | \$ 410 | 8 | \$ 1,440 | 16 | \$ 2,320 | 27 | \$ 4,445 |
| Task 3 Prepare and Finalize Housing Element | | | | | | | | | | |
| 3.A Administrative Draft Housing Element | 2 | \$ 550 | 4 | \$ 820 | 16 | \$ 2,880 | 48 | \$ 6,960 | 70 | \$ 11,210 |
| 3.B Public Review Draft Housing Element | 1 | \$ 275 | 2 | \$ 410 | 8 | \$ 1,440 | 16 | \$ 2,320 | 27 | \$ 4,445 |
| 3.C Prepare Final Documents | | \$ - | 2 | \$ 410 | 12 | \$ 2,160 | 24 | \$ 3,480 | 38 | \$ 6,050 |
| 3.D Coordination with HCD | | \$ - | 2 | \$ 410 | 16 | \$ 2,880 | | \$ - | 18 | \$ 3,290 |
| Task 4 Project Management and Coordination | | | | | | | | | | |
| 4.A Kick-Off Meeting | | \$ - | 2 | \$ 410 | 4 | \$ 720 | 6 | \$ 870 | 12 | \$ 2,000 |
| 4.B Data Collection | | \$ - | | \$ - | 1 | \$ 180 | 2 | \$ 290 | 3 | \$ 470 |
| 4.C Project Management | 8 | \$ 2,200 | 24 | \$ 4,920 | 16 | \$ 2,880 | | \$ - | 48 | \$ 10,000 |
| Task 5 Meetings | | | | | | | | | | |
| 5.A Community Presentations and Meetings | 4 | \$ 1,100 | 12 | \$ 2,460 | 12 | \$ 2,160 | 24 | \$ 3,480 | 52 | \$ 9,200 |
| 5.B Meetings with Planning Commission and City Council | 6 | \$ 1,650 | 9 | \$ 1,845 | 12 | \$ 2,160 | 24 | \$ 3,480 | 51 | \$ 9,135 |
| TOTAL FEE | 27 | \$ 7,425 | 77 | \$ 15,785 | 163 | \$ 29,340 | 300 | \$ 43,500 | 567 | \$ 96,050 |
| Optional In-Person Meetings - Mileage and Travel: Senior Associate \$1,600 per meeting | | | | | | | | | | |

EXHIBIT D REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: City of Long Beach Contact Individual: Patricia Deifenderfer
Address: 411 W Ocean Boulevard Phone Number: 562-570-6261
Long Beach, CA 90802 E-mail Address: patricia.diefenderfer@longbeach.gov
Contract Amount: \$927,000 Year: 2020

Description of services and deliverables provided:

6th Cycle Housing Element Update, English and Spanish language workshops, constraints analysis
Number of pages of the deliverable: Deliverable in-progress
Number of staff: 3 staff members

Reference

Customer Name: City of Atascadero Contact Individual: Warren Frace
Address: 6500 Palma Avenue Phone Number: 805-237-3970
Atascadero, CA 93422 E-mail Address: wfrace@prcity.com
Contract Amount: 5th Cycle-\$22,740, 4th Cycle-\$29,000 Year: 2009 and 2014

Description of services and deliverables provided:

4th and 5th Cycle Housing Element Updates, adoption, and HCD Certification
Number of pages of the deliverable: 5th Cycle - 110 pages; 4th cycle - 118 pages
Number of staff: 5th Cycle - 4 staff members; 4th Cycle: 3 staff members

Reference

Customer Name: City of Tehachapi Contact Individual: Jay Schlosser

Address: 115 S Robinson Street Phone Number: 661-822-2200 x 115

Tehachapi, CA 93561 E-mail Address: jschlosser@tehachapicityhall.com

Contract Amount: \$53,000 Year: 2015

Description of services and deliverables provided:

5th Cycle Housing Element Update, adoption and HCD Certification

Number of pages of the deliverable: 5th Cycle - 107 pages

Number of staff: 5th Cycle - 3 staff members

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.**

D. Proposer's Statement

EXHIBIT E

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Coachella, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the City Clerk with her signature and official seal noting hereon the action of approval of the Council, signed by the City Manager or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Lisa Wise Consulting, Inc.

and Printed Name: Henry Pontarelli

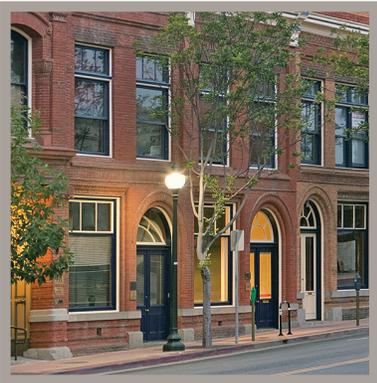
Title Vice President, Secretary

Date September 23, 2020

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.

E. Additional Insured Endorsement for Commercial General Liability Policy

LWC has reviewed and is able to comply with the tenets of the Insurance clause in Exhibit B (Sample Professional Services Agreement) and in Exhibit F (Sample Additional Insured Endorsement for Commercial General Liability Policy) and will provide Certificates of Insurance in accordance thereof at or prior to the execution of the contract.



SAN LUIS OBISPO



SAN FRANCISCO



LOS ANGELES





STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Lease Agreement with Culturas Music & Arts, for property located at 510 Vine Street/1670 Second Street, Coachella; authorize non-substantive changes as authorized by City Attorney.

STAFF RECOMMENDATION:

Approve Lease Agreement with Culturas Music & Arts, for property located at 510 Vine Street/1670 Second Street, Coachella; authorize non-substantive changes as authorized by City Attorney.

BACKGROUND:

The City owns three adjacent parcels located at 510 Vine Street/1670 Second Street (“property”); the assessor parcel numbers for this property are: 778-041-010, 778-041-011, 778-041-012. The three parcels are approximately 0.48 acres. This property was the location of the old City Yard prior to 2011. This property has one structure totaling 640 square feet and is depicted below. The rest of the property is vacant land with open shade structures.



From 2013-2020, this property was leased to Oraway Engineering as the site for a metal/iron- work fabrication business. Located on this property remains an *equipment wash-out* that has continued to be used for city business as needed to wash out various equipment, such as street striping equipment; this continued use was agreeable with the prior tenant. In 2013, the city’s Engineering Department did evaluate the option of constructing an *equipment wash out* on-site at the city’s new

yard; preliminary engineering estimates placed the investment for this improvement at \$100,000 and funding was not available.

DISCUSSION/ANALYSIS:

Culturas Music & Arts, has identified interest in leasing the 510 Vine Street/1670 Second Street property to allow the organization to serve Coachella youth and provide music and art programming. Staff obtained comparable market value rates for vacant land, which is being listed at \$0.05 per square foot, per month. As the total square footage of this property is 0.48 acre or 20,908.80 square feet, the annual rent for the total property would be \$12,545.28. As noted city does need to retain ongoing access to this property for recurring operational needs. Thus, staff is recommending rent for this property be provide at half the market rate, \$0.025 per square foot or \$522.72 per month/ \$6,272.64 per year. Additionally, the proposed lease identifies the below lease terms:

- Term = ten years; October 15, 2020 – October 14, 2030.
- Utilities = to be paid by Lessee for said property
- Maintenance/Janitorial = to be completed by Lessee for said property.
- Insurance = to be provided by Lessee for said property.
- Tenant Improvements = any tenant improvement completed by Lessee that Lessee obtains a City Building Permit for can be used as credit towards the rent.

FISCAL IMPACT:

The recommended action would not have fiscal impact on the FY 2020/2021 budget.

Attachments: Proposed Lease

CITY OF COACHELLA

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of October 14, 2020 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and CULTURAS MUSIC & ARTS, a corporation (the "Lessee"), with reference to the following facts:

RECITALS

A. Lessor is the owner of certain real property located at 510 Vine Street/1670 Second Street, in the City of Coachella, County of Riverside, described in more detail in attached Exhibit "A" incorporated herein by this reference (the "Property"); and

B. Lessee desires to lease from Lessor the Property referenced in more detail in the attached Exhibit "A" for purposes of operating music and art youth and community based programs; and

C. Lessee's lease of the Premises will provide services to Coachella youth; and

D. Lessor will not be liable or responsible for any damage or injury occurring on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rent and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.

3. Premises. The Premises described in Exhibit "A" amounts to an area of approximately 0.48 acres. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit "A" as the description of the Premises and shall be attached and incorporated herein as Exhibit "B." If performed, the Survey attached as Exhibit "B" shall control the description of the Premises thereafter.

4. Term of Lease.

4.1 Term. The original term of the Lease shall be for a ten (10) year period commencing on October 15, 2020 and terminating on October 14, 2030 (the "Term"). If Lessee decides to make tenant improvements to the Premises for which a City Building Permit is issued, then the Lessee's rent shall be waived until such time as all tenant improvement costs have been recovered by the Lessee; all tenant improvement credits must be preapproved and invoices provided to allow for rental credit. All tenant improvements shall be approved by Lessor pursuant to Section 11.

5. Rent.

5.1 Rent. During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of Five Hundred Twenty-Two Dollars and Seventy-Two Cents (\$522.72) per month.

The monthly rent will be paid by the Lessee to the Lessor in advance of the fifteenth (15) day of each month starting October 15th and continuing throughout the term of this Lease.

5.2 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 22.

6. Utilities, Maintenance and Insurance.

6.1 Utilities. Lessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Lessee on the Premises, including, without limitation: cable, electricity, telephone, internet, water, sewer and trash removal services as described in Exhibit "C", and Lessee shall pay for any and all charges for establishment or connection of utility services to the Premises.

6.2 Maintenance. Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, all maintenance of fencing, gates, landscaping, all improvements existing at the commencement of this Lease, and any improvements installed or constructed by Lessee during the term of this Lease.

6.3 Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

a. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.

b. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the

amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risk of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

c. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.

d. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.

8. Security Alarm Monitoring Services. The Lessee agrees to provide at its sole cost and expense security alarm monitoring services for the leased Premises.

9. Use. Lessee shall use and occupy the Premises for purposes of operating Culturas Music & Arts, a corporation. Culturas Music & Arts will be utilizing Property as a youth programming center focused at providing music and art programming to Coachella youth. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

10. Hazardous Substances and Hazardous Materials.

10.1 Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

10.2 Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

11. Improvements.

11.1 Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor.

11.2 Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.

11.3 Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alterations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Notwithstanding the foregoing, upon termination of this Lease, Lessor may require Lessee to remove some or all of Lessee's installations, additions, improvements and alterations, at Lessee's sole cost and expense. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.

11.4 Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance

performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

12. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.

13. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor.

14. Lessor's Consent Required. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion.

15. Assignment and Subleasing. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.

16. Use of Premises by another Party. The Premises may not be used by any person or party other than the Lessee, its officers, employees, and agents.

17. Use of Premises by City. The Premises may be accessed and used at anytime, as needed, by any City staff, for purposes of utilizing the existing *equipment wash-out* area.

18. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

19. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agree to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.

20. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified

in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail or (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessee: Culturas Music & Arts
85092 Damascus Avenue
Coachella CA 92236

To Lessor: City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: City Manager

23. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or Joint venture is to be created by or implied from this Lease.

24. Time of Essence. Time is of the essence of this Lease.

25. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

26. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LESSEE:
CULTURAS MUSIC & ARTS
California Corporation

By: _____
Oralia Ortiz

LESSOR:
THE CITY OF COACHELLA
California Municipal Corporation

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

Attest:
By: _____
Angela M. Zepeda
City Clerk - City of Coachella

Approved as to Form:
By: _____
Best, Best & Krieger LLP
City Attorney

EXHIBIT "A"

DESCRIPTION OF PREMISES

The City of Coachella (Lessor) owns real property located at 510 Vine Street/1670 Second Street, in the City of Coachella, County of Riverside, State of California. The Property includes three parcels identified by the following assessor parcel numbers: 778041010 (0.16 acres), 778041011 (0.16 acres), 778041012(0.16 acres). The total area of the three parcels is approximately 0.48 acres.

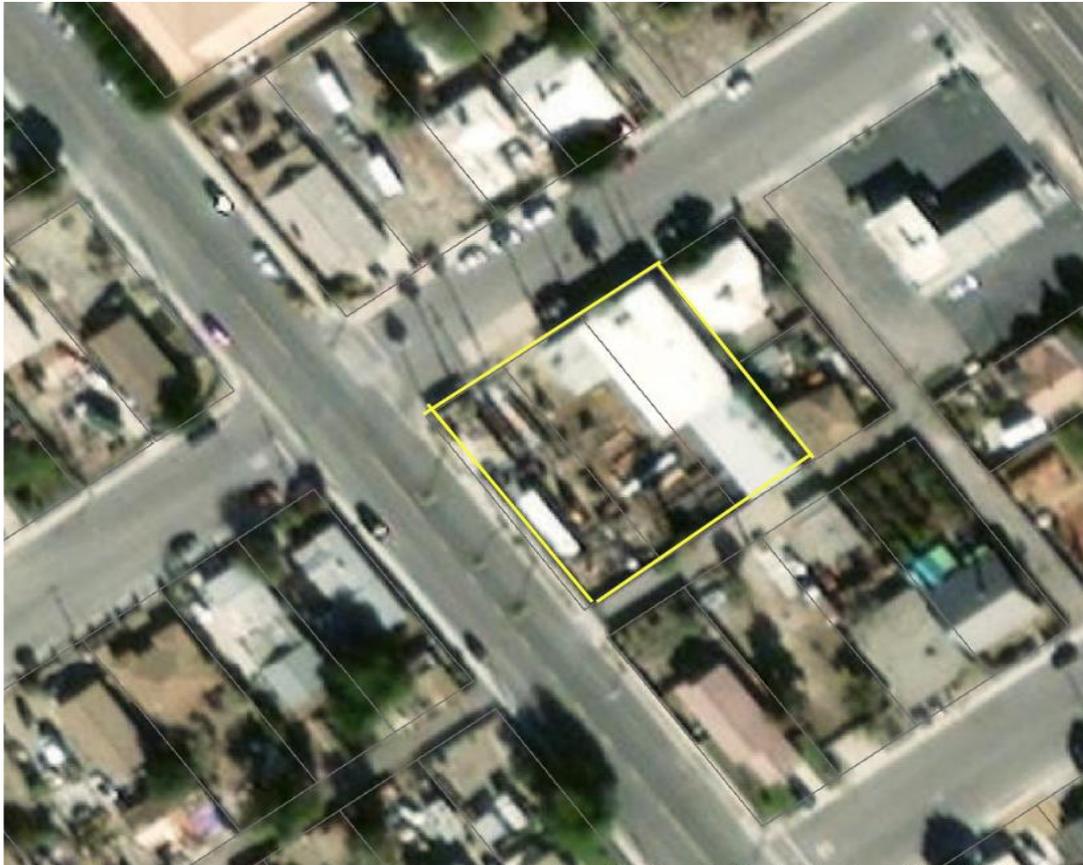
Depiction/Sketch

EXHIBIT "B"

SURVEY OF LEASED PREMISES

No survey was completed by the Lessee.

EXHIBIT "C"

Lessor's real property is located at 510 Vine Street/1670 Second Street. The property is approximately 0.48 acres.

Lessee shall establish accounts for the property under Lessee's name for all utilities. Lessee will maintain current all utility billing for the property.



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Approve the Cost Share to Prepare the First Five-Year Update of the Alternative Plan for the Indio Subbasin in Compliance with the Sustainable Groundwater Management Act

STAFF RECOMMENDATION:

Approve the Cost Share to Prepare the First Five-Year Update of the Alternative Plan for the Indio Subbasin in Compliance with the Sustainable Groundwater Management Act (SGMA) in an amount not to exceed \$263,796.50

BACKGROUND:

In 2014, faced with declining groundwater levels (most notably in California's Central Valley), the California Legislature enacted the SGMA which was intended to provide a framework for the sustainable management of groundwater resources throughout California, primarily by local authorities. The Department of Water Resources (DWR) developed the California Statewide Groundwater Elevation Monitoring (CASGEM) program to track seasonal and long-term trends in groundwater elevations in California's groundwater basins. Through its CASGEM program, DWR ranked the priority of all 515 groundwater basins and subbasins in California as either very low, low, medium, or high priority. In addition, DWR, as required by SGMA, identified the basins and subbasins that are in conditions of critical overdraft.

The Coachella Valley Groundwater Basin has been divided into four subbasins by DWR in California Bulletin 118: they are the Indio, Mission Creek, San Gorgonio Pass, and Desert Hot Springs Subbasins. The Indio, Mission Creek, and San Gorgonio Pass Subbasins have been designated medium priority subbasins, and the Desert Hot Springs Subbasin has been designated a very low priority subbasin, by DWR in accordance with SGMA. None of the subbasins in the Coachella Valley Groundwater Basin have been listed as critically overdrafted.

The SGMA required local authorities in all high priority and medium priority basin and subbasins to form GSAs by June 30, 2017 to evaluate conditions in their local groundwater basins and adopt locally based Groundwater Sustainability Plans (GSPs) tailored to their regional economic and environmental needs.

The Coachella Valley Water District (CVWD), Coachella Water Authority (CWA), Desert Water Agency (DWA), and Indio Water Authority (IWA) are collectively the Groundwater Sustainability Agencies (GSAs) designated by the California Department of Water Resources (DWR) in the Indio Subbasin over their respective service areas. The Indio Subbasin GSAs entered into a Memorandum of Understanding (MOU) on October 5th, 2016 to coordinate and cooperate on the implementation of the SGMA to ensure that the sustainability goals of the SGMA are met in the Indio Subbasin. On December 29, 2016 the Indio Subbasin GSAs collaboratively submitted the 2010 Coachella Valley Water Management Plan Update to DWR as an Alternative to a Groundwater Sustainability Plan (Alternative Plan) for the Indio Subbasin. DWR approved the Alternative Plan for the Indio Subbasin on July 17, 2019. In accordance with SGMA, an assessment and update of the Alternative Plan must be submitted every five years. DWR has indicated that the first five-year assessment and update is due by January 1, 2022.

DISCUSSION/ANALYSIS:

The initial MOU was entered into by each partner on October 5, 2016 and established the governance of the Indio Subbasin under SGMA (Attached).

The First Supplement of the MOU was entered into by each partner on April 3, 2018 for the purpose of retaining a consultant to assist in preparing the Groundwater Sustainability Agency’s (GSA’s) Indio Subbasin Annual Report for Water Year 2016-2017 in accordance with SGMA (Attached).

The Second Supplement of the MOU was entered into by each partner on October 29, 2018 for the purpose of retaining consultants to assist in preparing the GSA’s Indio Subbasin Annual Reports by Water Year for submission to the DWR by April 1 of each year and to assist in updates and revisions identified and required by the DWR of the Alternative Groundwater Sustainability Plan (Alternative GSP) for the Indio Subbasin to satisfy SGMA requirements (Attached).

It is through the Second Supplement of the MOU that The Indio Subbasin GSAs collaboratively selected Todd Groundwater to provide on-call services for maintaining compliance with SGMA in the Indio Subbasin through CVWD’s procurement process. The GSAs solicited a proposal from Todd Groundwater to prepare the 2022 Alternative Plan Update for the Indio Subbasin (2022 Alternative Plan Update). Todd Groundwater submitted the attached proposal, schedule, and budget to complete the 2022 Alternative Plan Update (Attached).

The GSA’s also applied for Prop 68 Grant funding and received \$500,000.00. Below you have the Alternative Plan Update Cost by agency after accounting for the \$500,000 grant.

| | |
|---------------------------|----------------|
| Alternative Plan Cost | \$1,555,186.00 |
| Prop 68 Grant | (\$500,000) |
| Cost to be shared by GSAs | \$1,055,186.00 |
| Total cost per GSA | \$263,796.50 |

FISCAL IMPACT:

Funds were appropriated in FY 19/20 budget (178-21-115-10-334-000) to cover the expenses detailed on the attached invoice totaling \$148,938.21.

MEMORANDUM OF UNDERSTANDING
REGARDING GOVERNANCE OF THE INDIO SUB-BASIN
UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

This memorandum of understanding (MOU) is entered into among the City of Coachella, a municipal corporation acting through, and on behalf of, the Coachella Water Authority (CWA), the Coachella Valley Water District (CVWD), the Desert Water Agency (DWA), and the City of Indio, a municipal corporation acting through, and on behalf of, the Indio Water Authority (IWA) for the purpose of developing a common understanding among the Partners regarding the governance structures applicable to implementation of the Sustainable Groundwater Management Act (Water Code, Part 2.74, Section 10720 et seq.) (SGMA) in the Indio Sub-Basin of the Coachella Valley Groundwater Basin. The Partners to this MOU shall be collectively referred to herein as "Partners" and individually as "Partner".

WHEREAS, SGMA requires all groundwater basins designated as high or medium priority to be managed under a groundwater sustainability plan (GSP), under coordinated GSP's, or under an approved "alternative";

WHEREAS, the California Department of Water Resources (DWR) has designated the Coachella Valley Groundwater Basin, Indio Sub-Basin (Bulletin 118, No. 7-21.01) ("Indio Sub-Basin" or the "Sub-Basin") as a medium priority basin; and,

WHEREAS, the service area of each of the Partners overlies over a portion of the Indio-Sub-Basin;

WHEREAS, SGMA provides that "any local agency or combination of local agencies overlying a groundwater basin may elect to be a groundwater sustainability agency [GSA] for that basin" and that GSA's are to be formed no later than June 30, 2017;

WHEREAS, under SGMA, DWA has been deemed the exclusive local agency with the power to implement SGMA within DWA's statutory boundaries, unless DWA elects to "opt out of being the exclusive groundwater management agency within its statutory boundaries" (Water Code, § 10723(c)(2));

WHEREAS, each of the Partners plans to become a separate GSA or groundwater management agency for portions of the Indio Sub-Basin: and

WHEREAS the Partners desire to reach a common understanding with respect to the future SGMA governance structure of the Indio Sub-Basin to maximize coordination and minimize potential areas of disagreement.

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1:

AUTHORITY OF THE PARTNERS

- 1.1 Coachella Water Authority is a joint powers authority formed as a component of the City of Coachella and the Housing Authority of the City of Coachella and has statutory authority over water supply.
- 1.2 Coachella Valley Water District is a public agency of the State of California organized and operating under the County Water District Law, California Water Code section 30000, et seq, and the Coachella Valley Water District Merger Law, Water Code section 33100, et seq. Coachella Valley Water District has groundwater management powers under its enabling legislation and other applicable law.
- 1.3 Desert Water Agency is an independent special district created by a special act of the State Legislature contained in chapter 100 of the appendix of the California Water Code. Desert Water Agency is empowered to replenish local groundwater supplies and collect assessments necessary to support a groundwater replenishment program as provided for in the Desert Water Agency Law, and has statutory authority over water supply.
- 1.4 Indio Water Authority is a joint powers authority formed as a component of the City of Indio and Housing Authority of the City of Indio and has statutory authority over water supply.

SECTION 2:

PURPOSES AND GOALS OF THIS MOU

- 2.1. This MOU is to memorialize the intent of the Partners to coordinate and cooperate regarding implementation of SGMA within their respective jurisdictions to ensure that the sustainability goals of SGMA are met within the Indio Sub-Basin. This MOU is intended to encourage cooperation and coordination regarding management of the Indio Sub-Basin, and to improve and maintain overall communication between the Partners involved. It is anticipated that coordination and information sharing among the Partners will assist in achieving their respective missions to the overall well-being of the Sub-Basin.
2. 2 Each Partner shall have the sole and exclusive right to determine whether, and if so when, it will elect to be a GSA or, in the case of DWA, the exclusive local agency with powers to implement SGMA for the portion of the Indio Sub-Basin underlying its statutory boundaries.
2. 3 Subject to SGMA and any other applicable laws, the Partners agree that if a Partner elects not to become a GSA for the portion of the Sub-Basin underlying its service area by June 30, 2017, the other Partners will not object should such Partner later seek to become a GSA on or after July 1, 2017.

2. 4 The Partners agree to coordinate to ensure, to the greatest extent feasible, that there are no overlapping boundaries among the recognized GSA's governing the Sub-Basin. The Partners further agree to cooperate regarding any contemplated Sub-Basin boundary modification requests that may be pursued that affect their respective GSA boundaries or groundwater management service areas.
2. 5 Should any Partner withdraw or cease being a GSA, the other Partners shall have the first opportunity to become the GSA for the abandoned area of the Sub-Basin before such area would potentially fall under the groundwater management jurisdiction of the County of Riverside, the State of California, or other entity pursuant to SGMA; provided that the service area of the abandoned area is within the service area of the Partner seeking to become the new GSA for the abandoned area.
2. 6 Nothing in this MOU is intended to affect the statutory powers granted under SGMA or any other law to any of the Partners, or to a GSA or local agency duly formed by any Partner. Nothing in this MOU shall affect any existing authorities or powers of the Partners existing under each Partner's enabling legislation or otherwise.
2. 7 Each Partner shall be responsible for the adoption and enforcement of any ordinances, bylaws or other legally enforceable action taken by any GSA it forms or local agency with authority to implement SGMA. None of the actions or decisions of one Partner shall be attributable to the other Partners.
2. 8 The Partners acknowledge and agree that a pre-existing, approved water management plan or plans (WMP) has been prepared and adopted that covers the Indio Sub-Basin. The Partners acknowledge and agree that CVWD individually or with Partners has the right to submit the WMP(s) as a potential "alternative" to a GSP for the portion of the Sub-Basin within their respective GSA boundaries or local agency boundaries. (See Water Code, section 10733.6.) The Partners agree to support, and not object, to the submission of the currently approved WMP(s) as an alternative to a GSP. Should modifications or amendments to the WMP(s) become necessary to meet the alternative compliance procedures outlined in SGMA or for other reasons, the Partners agree to the following:
- 2.8.1 MWH America's Inc. (MWH), the consultant who completed the pre-existing, approved water management plan is the most qualified consultant to complete an alternative GSP.
- 2.8.2 MWH has provided a scope of work, fees that have been agreed to by the Partners.
- 2.8.3 CVWD shall retain MWH to prepare an alternative Plan for an amount not to exceed \$112,723, without prior authorization.
- 2.8.4 CVWD shall invoice each Partner for reimbursement of one-fourth (1/4) of the cost of GSP alternative Preparation which is an amount equal to \$28,180.75.

- 2.8.5 The Partners agree to coordinate their implementation of SGMA in the Sub-Basin whether or not DWR approves the alternative, in whole or in part.
- 2.8.6 The Partners acknowledge that by virtue of commitments and intentions stated within this MOU, the need to share additional costs shall be addressed in future amendments to this MOU.
- 2.9 Unless otherwise agreed to by the Partners in the future, each Partner shall absorb its own costs related to implementation of this MOU.
- 2.10 By signing this MOU each of the Partners commits to sharing the responsibility and the resources necessary to comply with SGMA in the Sub-Basin under the statutory, regulatory and other applicable timelines, including but not limited to attending scheduled meetings, providing comments and other deliverables on time, and otherwise fully participating in the process.
- 2.11 The Partners acknowledge that SGMA may require the Partners to enter into future agreements, including a coordination agreement, to fully implement SGMA in the Indio Sub-Basin.

SECTION 3:

JOINT PLANNING FOR SGMA IMPLEMENTATION

- 3.1 It is the intent of the Partners that they coordinate and collaborate to address the common issues identified in this MOU. The Partners may develop and implement governance objectives, projects and programs under SGMA individually or jointly, or enter into additional agreements in furthering those goals.
- 3.2 It is the intent of the Partners to meet on at least a quarterly basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Partners and may be changed whenever appropriate.

SECTION 4:

GENERAL PROVISIONS GOVERNING MOU

- 4.1 Term: The term of this MOU shall be from the date the second Partner signs this MOU ("Effective Date"). This MOU shall be effective as to any Partners that execute it, whether or not all named Partners execute it.
- 4.2 Termination. Any Partner may terminate its participation in this MOU upon thirty (30) days prior written notice to the other Partners for any reason or no reason. Any Partner terminating or otherwise ceasing its participation in this MOU shall be responsible for its share of the costs, as set forth herein, which are incurred on or before the effective date of said termination.

- 4.3 Construction of Terms: This MOU is for the sole benefit of the Partners and shall not be construed as granting rights to any person other than the Partners or imposing obligations on a Partner to any person other than another Partner.
- 4.4 Good Faith: Each Partner shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 4.5 Rights of the Partners and Constituencies: This MOU does not contemplate the Partners taking any action that would adversely affect the rights of any Partners, or adversely affect the customers or constituencies of any Partners.
- 4.6 Partner Discretion. Participation in this MOU shall not restrict any Partner’s authority and discretion to continue its own planning and undertake its own efforts to secure SGMA, Proposition 1 or other funding from any other source.
- 4.7 Necessary Actions. Each Partner agrees to execute and deliver additional documents and instruments and to take any additional actions as may be required to carry out the purposes of this MOU.
- 4.8 Third Party Beneficiaries. This MOU shall not create any right or interest in any non-Partner or in any member of the public as a third-party beneficiary.
- 4.9 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original

IN WITNESS WHEREOF, the Partners have executed this MOU as of the day and year indicated on the first page of this MOU.



Jim Barrett

Coachella Valley Water District

David Garcia

Coachella Water Authority

Mark Krause

Desert Water Agency

Brian Macy

Indio Water Authority

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- 4.5 Rights of the Partners and Constituencies: This MOU does not contemplate the Partners taking any action that would adversely affect the rights of any Partners, or adversely affect the customers or constituencies of any Partners.
- 4.6 Partner Discretion. Participation in this MOU shall not restrict any Partner’s authority and discretion to continue its own planning and undertake its own efforts to secure SGMA, Proposition 1 or other funding from any other source.
- 4.7 Necessary Actions. Each Partner agrees to execute and deliver additional documents and instruments and to take any additional actions as may be required to carry out the purposes of this MOU.
- 4.8 Third Party Beneficiaries. This MOU shall not create any right or interest in any non-Partner or in any member of the public as a third-party beneficiary.
- 4.9 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original

IN WITNESS WHEREOF, the Partners have executed this MOU as of the day and year indicated on the first page of this MOU.

Jim Barrett

Coachella Valley Water District



David Garcia

Coachella Water Authority

Mark Krause

Desert Water Agency

Brian Macy

Indio Water Authority

- 4.3 Construction of Terms: This MOU is for the sole benefit of the Partners and shall not be construed as granting rights to any person other than the Partners or imposing obligations on a Partner to any person other than another Partner.
- 4.4 Good Faith: Each Partner shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 4.5 Rights of the Partners and Constituencies: This MOU does not contemplate the Partners taking any action that would adversely affect the rights of any Partners, or adversely affect the customers or constituencies of any Partners.
- 4.6 Partner Discretion. Participation in this MOU shall not restrict any Partner’s authority and discretion to continue its own planning and undertake its own efforts to secure SGMA, Proposition 1 or other funding from any other source.
- 4.7 Necessary Actions. Each Partner agrees to execute and deliver additional documents and instruments and to take any additional actions as may be required to carry out the purposes of this MOU.
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IN WITNESS WHEREOF, the Partners have executed this MOU as of the day and year indicated on the first page of this MOU.

Jim Barrett
Coachella Valley Water District

David Garcia
Coachella Water Authority

Mark Krause
Desert Water Agency



Brian Macy
Indio Water Authority

SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
REGARDING GOVERNANCE OF THE INDIO SUB-BASIN
UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

This SUPPLEMENT dated April 3, 2018 is entered into among the City of Coachella, a municipal corporation acting through, and on behalf of, the Coachella Water Authority (CWA), the Coachella Valley Water District (CVWD), the Desert Water Agency (DWA), and the City of Indio, a municipal corporation acting through, and on behalf of, the Indio Water Authority (IWA) for the purpose of developing a common understanding among the Partners regarding the governance structures applicable to implementation of the Sustainable Groundwater Management Act (Water Code, Part 2.74, Section 10720 et seq.) (SGMA) in the Indio Sub-Basin of the Coachella Valley Groundwater Basin. The Partners to this MOU shall be collectively referred to herein as “Partners” and individually as “Partner”.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) regarding governance of the Indio Sub-basin under SGMA; and

WHEREAS, the Partners wish to supplement the MOU for the purpose of retaining consultants to assist in the preparation of Groundwater Sustainability Agency (GSA) annual reports by water year for the Indio Sub-basin for submission to the California Department of Water Resources (DWR) by April 1 of each year to satisfy SGMA requirements;

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1:

RETENTION OF CONSULTANTS AND AGREEMENTS

1.1 The Partners acknowledge and agree that DWR has required that all GSAs who have submitted an Alternative Groundwater Sustainability Plan (Alternative GSP) prepare and submit an Annual Report for Water Year 2017 (October 1, 2016 – September 30, 2017) to DWR by April 1, 2018 in accordance with SGMA. The Partners agree to the following:

1.1.1 Stantec Consulting Services Inc. (Stantec, formerly MWH America’s Inc.), the consultant who completed work needed to submit the Indio Sub-basin Alternative GSP, has provided the scope of work and fee schedule included in Exhibit 1 for the preparation of the GSAs Annual Report for the Indio Sub-basin for Water Year 2017.

1.1.2 The Partners have agreed to have CVWD retain Stantec to prepare the GSAs Annual Report for the Indio Sub-basin for Water Year 2017 for an amount not to exceed \$63,260, without prior authorization of the Partners.

1.1.3 CVWD shall invoice each Partner for reimbursement of one-fourth (1/4) of the cost of the preparation of the Annual Report for the Indio Sub-basin for Water Year 2017 which is an amount equal to \$15,815.

SECTION 2:

INVOICING AND PAYMENT

- 2.1. CVWD shall administer Agreements and pay consultants per the terms of the Agreements as approved by the Partners, and then invoice each Partner for reimbursement of one-fourth (1/4) of the payment that has been made to the consultants.
- 2.2 Each Partner shall pay the invoice within 30 days of receipt of the invoice.

SECTION 3:

MISCELLANEOUS

- 3.1 Abbreviations, capitalized words, and phrases used in this supplement shall have the same meaning as in the MOU.
- 3.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 3.3 This Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Supplement as of the day and year indicated on the first page of this MOU.



J. M. Barrett 6/27/18
Coachella Valley Water District

William B. Pattison, Jr.
Coachella Water Authority

Mark Krause
Desert Water Agency

Brian Macy
Indio Water Authority

J.M. Barrett
Coachella Valley Water District

William B. Pattison, Jr.
Coachella Water Authority

Mark A. Krause

Mark Krause
Desert Water Agency

Brian Macy
Indio Water Authority

J.M. Barrett
Coachella Valley Water District



William B. Pattison, Jr.
Coachella Water Authority

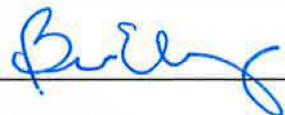
Mark Krause
Desert Water Agency

Brian Macy
Indio Water Authority

J.M. Barrett
Coachella Valley Water District

William B. Pattison, Jr.
Coachella Water Authority

Mark Krause
Desert Water Agency



Brian Macy
Indio Water Authority

SECOND SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
REGARDING GOVERNANCE OF THE INDIO SUB-BASIN
UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

This SECOND SUPPLEMENT dated October 29, 2018 is entered into among the City of Coachella, a municipal corporation acting through, and on behalf of, the Coachella Water Authority (CWA), the Coachella Valley Water District (CVWD), the Desert Water Agency (DWA), and the City of Indio, a municipal corporation acting through, and on behalf of, the Indio Water Authority (IWA) for the purpose of developing a common understanding among the Partners regarding the governance structures applicable to implementation of the Sustainable Groundwater Management Act (Water Code, Part 2.74, Section 10720 et seq.) (SGMA) in the Indio Sub-Basin of the Coachella Valley Groundwater Basin. The Partners to this MOU shall be collectively referred to herein as “Partners” and individually as “Partner”.

WHEREAS, each Partner is a party to a Memorandum of Understanding (MOU) dated October 5, 2016 regarding governance of the Indio Sub-basin under SGMA; and

WHEREAS, each Partner is a party to a Supplement to MOU dated April 3, 2018 for the purpose of retaining a consultant to assist in preparing the Groundwater Sustainability Agency’s (GSA’s) Indio Sub-basin Annual Report for Water Year 2016-2017 in accordance with SGMA; and

WHEREAS, the Partners wish to supplement the MOU a second time for the purpose of retaining consultants to assist in the preparation of the GSA’s Indio Sub-basin Annual Reports by Water Year for submission to the California Department of Water Resources (DWR) by April 1 of each year to satisfy SGMA requirements; and

WHEREAS, the Partners wish to supplement the MOU a second time for the purpose of retaining consultants to assist in updates and revisions identified and required by the DWR of the Alternative Groundwater Sustainability Plan (Alternative GSP) for the Indio Sub-basin to satisfy SGMA requirements;

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1:

RETENTION OF CONSULTANTS AND EXECUTION OF AGREEMENTS

- 1.1 The Partners acknowledge and agree that DWR has required that the GSAs prepare and submit an annual report by April 1 of each year for the previous Water Year (October 1 through September 30) to DWR in accordance with SGMA. The Partners therefore agree to the following:
 - 1.1.1 The Partners agree to have CVWD develop a scope of work by the end of each Water Year for the preparation of the GSA’s Indio Sub-basin Annual Report for the previous Water Year.

- 1.1.1.1 Each Partner shall have the opportunity to review the scope of work and provide comments for inclusion prior to release in a Request for Proposals (RFP) or Bid Package.
 - 1.1.2 The Partners agree to have CVWD release an RFP or Bid Package in accordance with all Procurement Policies of the CVWD to solicit proposals from qualified consultants for the preparation of the GSA's Indio Sub-basin Annual Report for the previous Water Year. For the purposes of this Second Supplement to the MOU, qualified consultants consist of firms competitively selected and contracted by CVWD for on-call hydrogeological services.
 - 1.1.2.1 Each Partner shall have the opportunity to review and score the proposals received from each respondent to the RFP or Bid Package for the selection of the consultant.
 - 1.1.3 The Partners agree to have CVWD enter into Agreements with selected consultants in accordance with all Procurement Policies of the CVWD to prepare the GSA's Indio Sub-basin Annual Report for each Water Year.
 - 1.1.3.1 Each Partner shall have the opportunity to review and comment on the Draft Annual Report and the Draft Final Annual Report.
 - 1.1.3.2 Each Partner shall be provided one electronic and one hard copy of the Final Annual Report.
 - 1.1.3.3 Each Partner shall be provided electronic copies of all data and files used to create report graphics and tables.
- 1.2 The Partners acknowledge and agree that DWR may periodically notify the GSAs to perform updates, revisions, or modifications to the Alternative GSP in accordance with SGMA. The Partners therefore agree to the following:
 - 1.2.1 The Partners agree to have the CVWD develop a scope of work to perform required updates, revisions, or modifications to the Alternative GSP.
 - 1.2.1.1 Each Partner shall have the opportunity to review the scope of work and provide comments for inclusion prior to release in a Request for Proposals (RFP) or Bid Package.
 - 1.2.2 The Partners agree to have CVWD release an RFP or Bid Package in accordance with all Procurement Policies of the CVWD to solicit proposals from qualified consultants to perform updates, revisions, or modifications to the Alternative GSP. For the purposes of

this Second Supplement to the MOU, qualified consultants consist of firms competitively selected and contracted by CVWD for on-call hydrogeological services.

- 1.2.2.1 Each Partner shall have the opportunity to review and score the proposals received from each respondent to the RFP or Bid Package for the selection of the consultant.
- 1.2.3 The Partners agree to have CVWD enter into Agreements with selected consultants in accordance with all Procurement Policies of the CVWD to perform updates and revisions to the Alternative GSP.
 - 1.2.3.1 Each Partner shall have the opportunity to review and comment on the Draft Alternative GSP and Draft Final Alternative GSP.
 - 1.2.3.2 Each Partner shall be provided one electronic and one hard copy of the Final Alternative GSP.
 - 1.2.3.3 Each Partner shall be provided electronic copies of all data and files used to create report graphics and tables.

SECTION 2:

INVOICING AND PAYMENT

- 2.1 CVWD shall administer the Agreements with the consultants and pay the consultants per the terms of the Agreement.
- 2.2 CVWD shall invoice each Partner for reimbursement of one-fourth (1/4) of the payment that has been made to the consultants.
- 2.3 Each Partner shall pay invoices within 30 days of receipt of the invoice.

SECTION 3:

MISCELLANEOUS

- 3.1 Abbreviations, capitalized words, and phrases used in this Second Supplement shall have the same meaning as in the MOU.
- 3.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 3.3 This Second Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Second Supplement to the MOU as of the day and year indicated on the first page of this Second Supplement to the MOU.



J. M. Barrett *10.31.2018*

Coachella Valley Water District

Mark Krause

Desert Water Agency

William B. Pattison, Jr.

Coachella Water Authority

Mark Scott

Indio Water Authority

IN WITNESS WHEREOF, the Partners have executed this Second Supplement to the MOU as of the day and year indicated on the first page of this Second Supplement to the MOU.

J. M. Barrett
Coachella Valley Water District

Mark A. Krause

Mark Krause
Desert Water Agency

William B. Pattison, Jr.
Coachella Water Authority

Brian Macy
Indio Water Authority

IN WITNESS WHEREOF, the Partners have executed this Second Supplement to the MOU as of the day and year indicated on the first page of this Second Supplement to the MOU.

J. M. Barrett
Coachella Valley Water District



William B. Pattison, Jr.
Coachella Water Authority

Mark Krause
Desert Water Agency

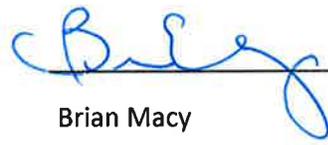
Brian Macy
Indio Water Authority

IN WITNESS WHEREOF, the Partners have executed this Second Supplement to the MOU as of the day and year indicated on the first page of this Second Supplement to the MOU.

J. M. Barrett
Coachella Valley Water District

William B. Pattison, Jr.
Coachella Water Authority

Mark Krause
Desert Water Agency



Brian Macy
Indio Water Authority



October 7, 2019

PROPOSAL

TRANSMITTED VIA EMAIL ONLY

To: Zoe Rodriguez del Rey
Water Resources Manager
Coachella Valley Water District
ZRodriguezdelRey@cvwd.org

From: Edwin Lin, PG, CHG, Principal Hydrogeologist

Re: **Proposal for Indio Subbasin Alternative Plan Five-Year Update for Submission to the California Department of Water Resources in Accordance with the Sustainable Groundwater Management Act**

INTRODUCTION

Todd Groundwater (Todd), in partnership with Woodard & Curran (W&C), is pleased to submit this scope of work and cost estimate to prepare the Indio Subbasin Alternative Plan five-year update (Plan Update) for submission to the California Department of Water Resources (DWR) in accordance with the Sustainable Groundwater Management Act (SGMA). Coachella Valley Water District (CVWD), Coachella Water Authority (CWA), Desert Water Agency (DWA), and Indio Water Authority (IWA) collectively represent the Indio Subbasin Groundwater Sustainability Agencies (GSAs). In January 2017, the GSAs submitted to DWR the 2010 Coachella Valley Water Management Plan (2010 WMP), accompanied by a Bridge Document, as an Alternative to a Groundwater Sustainability Plan (GSP).

On July 17, 2019, DWR approved the Alternative Plan with a requirement to submit a Plan Update by January 1, 2022. The purpose of the Plan Update is to assess the implementation status of the Alternative Plan and, consistent with the goals of the 2010 WMP, evaluate whether current and future water demands in the Indio Subbasin are being reliably met in a cost-effective and sustainable manner. To comply with SGMA, the Plan Update must be completed in accordance with GSP regulations and address DWR recommendations presented in the Indio Subbasin Alternative Assessment Staff Report.

This proposal presents proposed services to complete the Plan Update. The scope of work includes thirteen tasks that include the following components:

- Task 1: Project Management
- Task 2: Assessment of the Alternative Plan (2010 WMP)
- Task 3: Development of a Work Plan to complete the Plan Update
- Task 4: Development / Implementation of a Stakeholder and Public Outreach Plan
- Task 5: Description of Hydrogeologic Conceptual Model / Groundwater Conditions
- Task 6: Update of Water Demand Projections and Water Supplies
- Task 7: Re-Evaluation of Projects and Management Actions
- Task 8: Groundwater Modeling (to support Water Budgets, Project Impacts Evaluation, and Sustainability Criteria)
- Task 9: Establishment of Sustainability Goals and Criteria
- Task 10: Establishment of a Monitoring Plan
- Task 11: Update of Emerging Issues (including Salinity Management, Climate Change, Salton Sea Restoration, and other challenges)
- Task 12: Update of the Implementation Plan
- Task 13: Development and Submittal of the Plan Update to GSAs, public, and DWR

Estimated costs for each of the proposed thirteen tasks are subdivided into discrete subtasks to facilitate project coordination, scheduling, and budget tracking to ensure timely completion of interim and final deliverables. As presented in the project schedule, the scope of work culminates in the preparation and submittal of the Final Plan Update to DWR by January 1, 2022, incorporating public comments following a 45-day public review period of the Draft Plan Update.

The scope of work will be performed by the GSAs' On-Call SGMA Support consultant team, Todd and W&C. The project will be directed by Edwin Lin, Principal Hydrogeologist with Todd and a California Professional Geologist (PG) and Certified Hydrogeologist (CHG). His team includes the following senior team members:

- Rosalyn Prickett, Principal and Senior Water Resources Planner with W&C, will lead the public and stakeholder outreach development and implementation and supervise development of water demand projections and supply;
- John Ayres, Technical Manager with W&C, will provide SGMA guidance and support;
- Iris Priestaf, President with Todd, will serve as Technical Supervisor to ensure the technical competence and quality of the data collection and analysis, conclusions, and all deliverables;
- Daniel Craig, Senior Hydrogeologist with Todd, will lead groundwater modeling tasks.

In addition to internal staff, Todd and W&C will be supported by two subconsultants, Graham Fogg and Associates (GFA) and David J. Ringel Consulting Engineer (DJR). GFA is the original developer of the Coachella Valley groundwater model and brings valuable institutional knowledge of the groundwater model development and its application to water planning in the Indio Subbasin. DJR led the planning and water demand projection efforts for the 2010 WMP and has been recently involved with improving estimation of water demand and

irrigation return flows in the Indio Subbasin. GFA and DJR will provide needed documentation of the existing model and water demand and return flow assumptions used in the 2010 WMP. They will also provide technical review of the groundwater model update and simulations completed by Todd.

The Plan Update approach and scope of work by task and subtask is presented below. The proposed schedule of charges and schedule are provided as attachments at the end of this proposal.

PLAN UPDATE APPROACH

Our goal is to develop a Plan Update guided by the 2010 WMP goals and objectives and providing compliance with SGMA. To do so, we will leverage the institutional framework, evaluation approaches, communication channels, and other successful processes developed for the 2010 WMP. We recognize the Plan Update must also consider existing water management programs, including CVWD's Replenishment Assessment Charge (RAC) program and the Coachella Valley Integrated Regional Water Management (IRWM) planning process, as well as coordinate with neighboring basins. Specifically, the objectives of the Plan Update are as follows:

- Bring forward the knowledge and successful planning and evaluation approaches developed for the 2010 WMP
- Comply with GSP regulations, incorporating BMPs as applicable
- Make best use of data and analysis tools/methods
- Identify and evaluate relevant projects and management actions
- Establish meaningful sustainability criteria
- Coordinate with participating GSAs and adjacent GSAs
- Provide transparency through comprehensive technical documentation and effective stakeholder and public outreach and communication

The Plan Update is intended to provide a framework to provide maximum benefit to local groundwater users. Accordingly, our goal is to develop a "fit-for-purpose" Plan Update that meets the needs of the Indio Subbasin first, moves forward with a level of detail commensurate with available data and basin issues, and considers a long-term view of adaptive management. Implementing high-value projects and management actions that meet local sustainable criteria is a key objective. In compliance with the regulations, analyses must demonstrate how these projects achieve and maintain sustainability. We will evaluate new projects and management actions as well as those currently being implemented or under consideration by the GSAs and stakeholders.

A key component of the Plan Update is the update and application of the Coachella Valley (Indio Subbasin) groundwater flow model (model) developed originally by CVWD. The model will be used to simulate groundwater response to historical, current, and future conditions, evaluate the impacts to groundwater from changing land use, projects, and management actions, and support the establishment of sustainability criteria. The model was originally

developed in the late 1990s and was adapted to support the 2010 WMP and other basin management programs. However, physical coverages and data sources needed to develop model inputs (e.g., recharge and pumping) need to be updated. Additionally, the data sources, tools and methods used to analyze the data and prepare model input files, calibration, and simulation results have to be documented to allow current users to update and apply the model and offer basin managers the transparency needed to understand the model's accuracy and performance. Accordingly, this proposal includes a step-wise approach to assess the existing model, improve its performance (as needed), and apply the model to simulate future conditions to support the Plan Update.

The proposed Plan Update also considers emerging issues, such as the status of the SNMP. It will also identify a groundwater monitoring program that leverages existing monitoring programs in the Indio Subbasin to reliably track groundwater level, storage, and water quality response over time. A key well network and monitoring and reporting program will be developed to ensure SGMA compliance.

Assembling the technical information for the Plan is relatively straightforward, but obtaining stakeholder buy-in on the Plan Update can be a challenge. Accordingly, this proposal recognizes the importance of working collaboratively with stakeholders to develop a common understanding of hydrogeologic and water supply/demand conditions, define sustainability criteria, and evaluate and prioritize existing and new projects and management actions.

SCOPE OF WORK

A description of the proposed scope of work, divided into thirteen tasks, is presented below.

Task 1. Project Management

This task will cover project administration and communication between the consultants (Todd, W&C, GFA, DJR) and GSAs for the duration of the project. Three tiers of project coordination/communication are envisioned. This includes consultant team coordination calls (between consultants only), project coordination calls (between CVWD and consultants), and GSA meetings. The GSA meetings are intended to function as workshops to facilitate exchange of information and results, encourage discussion and feedback on analysis results and completed draft deliverables, and provide guidance on future analyses and deliverables.

Task 1.1. Consultant Team Coordination Calls

Weekly one-hour phone calls between Todd and W&C staff are included to coordinate staffing, task schedule and progress, and meeting preparation for the entire 115-week duration of the project. Coordination calls will be used to facilitate data and information exchanges, to discuss progress, and address items requiring action to ensure tasks progress smoothly. Conference calls may be split into 30-minute segments to allow for additional key staff to participate on a given call or to reserve time for more intensive periods when more coordination is required. Conference calls between Todd and GFA/DJR are also included to coordinate model-specific activities.

Task 1.2. Project Coordination Calls

It is envisioned that project coordination calls between Todd and CVWD (and other GSAs) would occur on a bi-weekly basis on average. The purpose of the project coordination call is to discuss project progress, data and information needs, meeting coordination, outreach, and other exchanges to ensure the project scope, schedule, and budget remain on track. The Todd and W&C team will obtain feedback from CVWD on components of the Plan Update including technical memos, assessment of current Alternative Plan, work plan for Plan Update, SGMA projects and management actions, sustainability goals, and management criteria. Costs for up to fifty-eight (58) one-hour project coordination calls are included.

Task 1.3. Kickoff and GSA Meetings

We will facilitate and attend in-person the project kickoff meeting, assumed to occur soon after approval by the GSAs (assumed to occur on October 22, 2019). Project objectives, scope of work, schedule and expectations regarding project management will be reviewed with the GSAs. Additionally, the core representatives for each of the four GSAs (GSA Core Team) will be identified during the kickoff meeting.

We will participate and facilitate in twenty-six (26) monthly meetings with the GSA Core Team, tentatively scheduled to occur on the 4th Wednesday of each month. The GSA meeting schedule is offset from the IRWM planning meetings that occur on the second week of the month. Costs assume attendance in-person once a quarter (for a total of 9 meetings). Web-enabled conference calls are assumed for the other two monthly meetings per quarter (for a total of 17 conference calls).

GSA meetings are envisioned as workshops to discuss data collection, review progress, identify data gaps, present technical conclusions, and make recommendations for proposed tasks and prior to preparation of key deliverables. We will develop agendas, handouts, and meeting notes. The GSA Core Team will provide written and verbal feedback on all Plan Update information and contribute to decisions about technical methodologies, data, and analyses.

Task 1.4. Budget Tracking, Invoicing, and Progress Reports

Invoicing, budget and schedule tracking, and progress reporting will occur on a monthly basis extending over the 27 months of the project.

Task 1.5. Call with DWR

We will support the GSAs in scheduling and will participate in a one-time phone conversation with DWR to seek guidance and understand the DWR's expectations for Plan Updates for Alternative Plans. The phone conference is expected to last two hours. Preparation time is included in the cost.

Task 1 Deliverables:

- *Monthly progress reports and combined invoices*
- *Notes and action items from GSA Meetings and Project Coordination conference calls*

Task 2. Assess Existing Alternative Plan

The initial task for this project includes data collection and the assessment of the status and performance of the Alternative Plan. We will review growth and water demand and supply projections, evaluation methods, and implementation assumptions used to develop the 2010 WMP. This work will be led by W&C staff. Additionally, we will document the existing groundwater model, methods/assumptions used to simulate future conditions and projects for the 2010 WMP, and existing model performance through WY 2018-2019. This work will be coordinated by Todd, with most of the work to be completed by GFA with assistance from DJR. Findings and recommendations will be documented in a technical memorandum (TM), providing the basis for development of the Work Plan for the Plan Update (Task 3).

Task 2.1. Collect Data

Following contract approval and receipt of a notice-to-proceed, we will prepare and submit to the GSAs a formal data request identifying the key datasets needed for the Plan Update. Responsible agencies and the preferred method for data sharing and tracking will be identified to ensure efficient and coordinated efforts. At a minimum, the data request will include the following:

- DWR well completion reports (for supply/irrigation wells and monitoring wells)
- Well construction information
- Groundwater elevation
- Groundwater extraction
- Groundwater quality
- Surface water quality
 - Imported SWP, CRW, recycled water
 - WWTP effluent discharges
- Surface water deliveries
- Water use by type
- Conservation studies/status reports
- GIS coverages of:
 - Land use
 - Annual crop reports
 - Jurisdictional boundaries
 - Wells, agricultural drains
 - Replenishment facilities
 - Treatment plant discharge locations
 - Septic tanks
 - Geology and faults

For water monitoring data, we will work with the GSAs to identify the appropriate time periods for individual data types to be collected to allow for evaluation and documentation of historical trends.

Task 2.2. Assess Water Demand and Supply Projections

We will review then-existing land use and growth and associated water demand and supply projections in the 2010 WMP and compare with actual changes in land use, growth, and water demand and supply conditions that have occurred since the WMP was developed.

Projected versus actual project implementation related to water conservation, new supply sources, groundwater recharge, source substitution, and water quality protection will also be evaluated.

Task 2.3. Document WMP Model Simulation Assumptions, Inputs and Results

The existing CVWD Indio Subbasin groundwater model (model) will be used to support the Plan Update with the following specific objectives:

- Development of historical, current, and future water budgets
- Evaluation of groundwater response to proposed projects and management actions
- Simulation of future groundwater conditions (including groundwater levels, storage and water budgets through WY 2069-2070) in response to future baseline conditions, with-project/program scenarios, and consideration of climate change
- Prediction of future groundwater conditions to support establishment of sustainability goals and criteria

Prior to applying the model to simulate baseline historical and future conditions, a thorough documentation is needed of the existing model input source data, key assumptions, pre-processing databases, spreadsheets, programs, and GIS files used to develop the recharge and pumping model input files. The existing model documentation will provide needed transparency to identify (1) the appropriate steps to incorporate more current land use data and water demand estimates, well coverages, and observation data through WY 2018-2019 in a cost-effective manner and (2) adjustments to improve the model's predictive performance for the Plan Update.

This task includes an all-day meeting that we envision will be a "hands-on" workshop stepping through the input data pre-processing procedures, using the spreadsheets, databases, and programs used to construct the MODFLOW input files.

GFA and DJR will work collaboratively to prepare a TM describing the existing model inputs, including source data, pre-processing tools/methods, and assumptions on future conditions/projects incorporated in the model for the 2010 WMP Update and other updates performed since 2010.

Todd will collate electronic copies of all spreadsheets, databases, data files, programs, and GIS files used to pre-process and post-process the model simulations.

Task 2.4. Document Current Model Calibration Results

Results of the model runs for the 2010 WMP will be evaluated to verify model performance through WY 2018-2019. Todd will provide GFA with simulated water levels and drain flows to

use as observations to compare model performance from WY 1996-1997 to WY 2018-2019. GFA will prepare a TM documenting current (baseline) model calibration that includes observed-simulated water level hydrographs and contour maps and observed-simulated drain flow charts. Recommendations will be provided in a TM identifying an appropriate strategy to incorporate measured (or more current estimates of) water level, pumping, water use, and return flows in the model.

Task 2.5. Prepare TM – Alternative Plan Assessment and Recommendations

Findings and recommendations from Tasks 2.2 to 2.4 will be documented in a Draft TM to be circulated to the GSAs for review. Comments will be incorporated in a Final TM. This TM will provide the basis for development of the Work Plan for the Plan Update (Task 3).

Task 2 Deliverables:

- *TM – Alternative Plan Assessment and Recommendations*
- *TM – Calibration Results of Existing Model*

Task 3. Develop Work Plan for Alternative Plan Update

Following the completion of Task 2, we will develop a refined Work Plan that incorporates recommendations in the Alternative Plan Assessment and Recommendation TM.

Task 3.1. Evaluate Options and Identify Preferred Approach

We will identify and discuss the pros the cons of Plan Update report structure and contents. We will work closely with the GSAs to identify the preferred methods to revising water demand and supply projections, updating the groundwater model, and addressing DWR Staff Assessment of the Alternative Plan.

Task 3.2. Establish Project Milestones and Deliverable Schedule

Project milestones and deliverable and meeting schedules will be developed based on the agreed-upon approaches to items in Task 3.1 and confirmed with the GSAs prior to finalizing.

Task. 3.3. Develop Schedule/Protocols for Internal, Project, and GSA Deliverable Review

We will confirm the protocols for coordinating conference calls, GSA meetings, public workshops, and tribal outreach communications. Review periods for the GSAs for proposed deliverables will be identified on a TM-specific level, given the variability in the volume, sensitivity of content, and interrelationships between certain deliverables.

Task 3 Deliverables:

- *TM Work Plan for Alternative Plan Update*

Task 4. Develop and Implement Stakeholder and Public Outreach Plan

Successful development of the Alternative Plan Update will depend on efficient outreach, education, and communication, and facilitation between the GSAs and local stakeholders. Stakeholder engagement includes efforts made to understand stakeholder concerns, educate

stakeholders on SGMA efforts, and involve stakeholders in the activities and decision-making process. W&C will lead this effort for the consultant team.

Task 4.1. Develop Communication Plan

The consultant team will initiate the Communication Plan with the GSAs (hereafter the “Core Team”), identifying and describing the activities necessary to engage stakeholders and the public. The Communication Plan will be developed consistent with the Scope of Work proposed here, within the framework of the Alternative Plan Update outline that incorporates GSP components.

The Communication Plan will address outreach challenges including: building trust between residents, agricultural interests, and environmental interests; language barriers and the need for translation; relation to ongoing tribal litigation; and the need for strong but transparent facilitation.

The Communication Plan will address:

- Explanation of the GSAs decision-making processes
- Identification of opportunities for public engagement
- Discussion of how public input will be used
- Descriptions of how GSAs will encourage active involvement of diverse social, cultural, and economic elements of the population
- Descriptions of the methods used to inform the public about GSP implementation
- Development of a project schedule
- Data review and evaluation
- Discussion of public access to existing and future monitoring data

Draft and final versions of the Communication Plan will be developed for review and approval by the Core Team.

Task 4.2. Develop and Maintain Stakeholder List

We will develop and maintain a stakeholder outreach list for the Alternative Plan update process. This includes drafting email notifications at project milestones and announcing workshops.

Task 4.3. Develop Website and Outreach Materials

We will develop bilingual website text and layout for the Alternative Plan Update. This scope assumes that CVWD will host the website with information (text and graphics) provided by W&C.

A Fact Sheet will be developed to explain the purpose and regulatory requirements for GSPs, as well as how the 2010 WMP serves as the basis for the Alternative Plan. This task includes development of up to three additional handouts or flyers explaining key information for the project. We will work with the Core Team so that handouts and flyers are distributed effectively. The engagement strategy will produce documents in English and Spanish.

Task 4.4. Public Workshops

Nine (9) public workshops will be held on a quarterly basis, coinciding with in-person GSA meetings. The public workshops are intended to inform stakeholders of the Plan Update progress and solicit input on key decisions made throughout the process. Public workshops to address the Plan Update will include outreach to, at minimum, tribes, DACs, and agricultural and golf sectors. Draft and final agendas, presentations, handouts, and meeting notes will be prepared by W&C to encourage public engagement and provide workshop documentation. For costing purposes, it is assumed the public workshops will be two hours in duration and occur the day after the GSA meeting to minimize travel costs.

Task 4.5. Targeted Outreach to Tribes

Targeted outreach to the tribes within the Indio Subbasin will be conducted to ensure that the technical assumptions and approach used in the project are understood. This outreach includes up to five semi-annual meetings with tribal representatives and will occur on the same day as the public workshops (assumed to occur the day after in-person GSA meetings to reduce travel costs). Draft and final agendas, presentations, handouts, and meeting notes will be prepared to encourage tribal participation and ensure proper workshop documentation. For costing purposes, it is assumed the tribal outreach meetings will be two hours in duration and occur the same day as a public workshop to minimize travel costs.

Task 4.6. Outreach and Communication Documentation

This task documents the outreach, education and communication performed during GSP development. Documentation will include identification of participants, the nature of consultation with parties affected by the GSP, a list of public meetings held where the GSP was discussed or considered by the GSA, and a collection and posting of comments received regarding the GSP. Meeting summaries and/or presentations will be compiled and included in an appendix of the GSP. All outreach documents and presentations will be provided in both English and Spanish to accommodate the primary languages of community members. This task will also be used to maintain the interested parties' list that documents people or entities who express interest in the GSP.

Task 4 Deliverables:

- *Draft Communication Plan*
- *Stakeholder List*
- *Development of a Bilingual Website*
- *Fact Sheets and up to 3 Flyers/Handouts*
- *9 Public Workshops*
- *5 Tribal Outreach Meetings*
- *Meeting materials, agendas, and summaries*
- *Compilation of all outreach performed for submittal with Plan Update*

Task 5. Develop Hydrogeologic Conceptual Model and Groundwater Conditions

The Indio Subbasin has been described briefly in the 2010 WMP; our approach to Task 5 is to build on this previous work and the Bridge Document to update and document the institutional, land use, hydrologic, and geologic setting of the Indio Subbasin Plan Area. Documentation in this task will support definition of historical, current, and future study periods for the water budget; the water budget will be assessed using the numerical model and will be documented in Task 8.

This task will provide consistency with GSP Regulations and—more importantly—will provide a comprehensive context for the sustainability analyses. This task will be coordinated with Task 4 outreach and will involve systematic presentation of the institutional and physical context for everyone to have a chance to consider and comprehend.

Task 5.1. Develop Introduction to Basin Setting

This task will build on and summarize Plan Area information from the 2010 WMP and the Bridge Document. It will include description of the Plan Area as needed to introduce the Basin Setting (Hydrogeologic Conceptual Model and Groundwater Conditions in subsequent tasks) and to provide relevant information for later evaluation of sustainability criteria, monitoring, and management actions. This will include provision of updated information on land use, water demand, water supply sources, and water management projects. Maps will be provided as needed for example showing institutional boundaries and service areas, major surface water features, replenishment facilities, well distributions, agricultural drains, water reclamation plants, septic tank distributions, and updated land use.

Task 5.2. Describe Basin Geometry

This task will build on hydrogeologic information from the 2010 WMP and the Bridge Document. Using text, cross-sections, and maps, this task will summarize and update the description of the hydrogeologic conceptual model including local geologic setting, lateral basin boundaries, definable basin bottom, geologic features influencing groundwater flow, and principal aquifers and aquitards in the Indio Subbasin Plan Area.

Task 5.3. Construct Detailed Hydrogeologic Cross Sections

Two detailed hydrogeologic cross-sections of the Indio Subbasin will be developed. Detailed cross-sections will provide insight into the regional geologic and structural setting of the Indio Subbasin and provide geologic context for regional and local groundwater flow, groundwater quality distribution, and groundwater/surface water interactions. The cross sections will help communicate the spatial relationships between regional and localized aquifers, aquitards/aquicludes, and groundwater extraction that have been incorporated in the groundwater flow model. A detailed cross section of hydrogeologic conditions in the East Valley near the Salton Sea is particularly valuable for explaining the complex relationship between groundwater extraction, surface water deliveries for agricultural use, groundwater replenishment at the Thomas E. Levy facility, capture of shallow groundwater in agricultural drains, and subsurface flows between the Indio Subbasin and the Salton Sea over time.

Task 5.4. Document Historical and Current Groundwater Conditions

Groundwater elevation data, hydrographs, and water quality data will be used to describe historical and current groundwater conditions. Consistent with DWR regulations, groundwater recharge and discharge areas will be delineated. Maps and figures will be used to describe (1) groundwater response to WMP elements, including groundwater recharge, source substitution, water conservation, and other programs over time and (2) surface water-groundwater interactions and, in turn, support the evaluation of Groundwater Dependent Ecosystems (Task 5.5).

Our emphasis is to characterize the groundwater system to set the stage for evaluation of undesirable results, minimum thresholds, and measurable objectives with regard to groundwater levels, groundwater in storage, land subsidence, interconnection with surface water, salt water intrusion, and groundwater quality. These evaluations will rely primarily on the water level databases maintained by DWR and the GSAs. Groundwater contour maps prepared for the GWMP and annual reports for the Alternative Plan, along with other reports, will illustrate groundwater flow and water levels over time. Appropriate study periods will be defined to examine the aquifer response to trends of wet and drought cycles as evidenced in hydrographs and historical maps.

Groundwater Levels: Current groundwater elevation contour maps for each principal aquifer will be developed to aid in the assessment of current groundwater conditions including flow directions and gradients, and seasonal highs and lows. Hydrographs at representative monitoring sites will be updated or developed for each principal aquifer to document long-term trends, historical high and low water levels, and hydraulic gradients between principal aquifers and increase understanding of interconnected groundwater/surface water systems, land subsidence and groundwater dependent ecosystems.

Groundwater Quality: Understanding the vertical and horizontal distribution of target chemicals in groundwater is essential for establishment of sustainability criteria related to groundwater quality. Accordingly, we will identify and map key constituents of concern (COCs). We will develop regional-scale maps showing the ambient well concentration for target chemicals. We will work with the GSAs to determine the appropriate concentration statistic to show on each map (e.g., recent average, median, or other upper percentile, or detection frequency for organics). Depending on the number of wells with historical organics detections, grouping may be warranted. To the extent data are available, the maps will utilize aquifer assignments (shallow or deep) for evaluated wells already completed as a part of the 2015 Draft SNMP. The new maps will then be compatible with the already constructed shallow and deep aquifer maps for TDS and nitrated presented in the SNMP.

To illustrate contrasts in groundwater quality by depth, we will utilize vertical water quality cross sections covering the Indio Subbasin previously developed for CVWD, IWA, and CWA for various studies. The cross sections show the screen interval depth of wells, color-coded based on chemical concentration ranges. These have been developed using available well construction and groundwater quality data. Groundwater information will also be used to prepare plan-view maps showing representative concentrations of COCs with time-concentration plots for selected wells. Vertical hydrogeologic cross sections will be prepared

for COCs that have a sufficient distribution of sampling/analysis and frequency of detection above respective reporting limits. Based on review of historical water quality, we assume that the target COCs for water quality cross sections will include only hexavalent chromium, total dissolved solids (TDS), and nitrate. Additional COCs for plan-view maps may include arsenic, PFOS/PFOA, and perchlorate.

An updated map showing locations of known areas of groundwater contamination will be included in the Plan Update.

Groundwater Pumping: Annual volumes and snapshots of spatial distribution of groundwater pumping over time will be documented in annual bar charts and maps. Historical pumping by water use sector will be depicted to the degree that data will allow to identify recent trends.

Land Subsidence: Text and maps will be developed describing the current extent, cumulative total, and annual rate of land subsidence. We will check for updates to the TRE Altamira InSAR Dataset, provided by DWR through the SGMA Data Viewer, currently showing vertical ground surface displacement from June 2015 to June 2018. Land surface elevation data for the three USGS stations identified in the WY 2017-18 Annual Report – Palm Springs Airport, College of the Desert - Palm Springs, and Thermal Airport – will also be used to update the status of land subsidence in the Indio Subbasin. Additionally, we will incorporate findings from an ongoing USGS study of local land subsidence conditions based on data collected from 2010 to 2017.

Task 5.5. Prepare Draft Chapters - Plan Area, HCM, and Groundwater Conditions

We will prepare administrative draft and draft chapters describing the Plan Area, HCM components, and groundwater conditions (including water levels, storage, and water quality). Comments received on administrative drafts will be incorporated into Draft Chapters for inclusion in the Administrative Draft Plan Update.

Task 5.6. Identify Groundwater Dependent Ecosystems (GDEs)

Methodologies to assess connected surface water and groundwater and to identify GDEs were relatively undeveloped at the time of Alternative Plan submittal and DWR maps of Natural Communities Commonly Associated with Groundwater (NCCAG) were not yet available. However, our team has developed a comprehensive and meaningful approach that includes desktop study, field assessment, reporting in a GDE Technical Memorandum (TM), and summation in the Alternative Plan Update document. W&C will take the lead on this effort.

Preliminary Desktop GDE Assessment: Using GIS, we will conduct a preliminary desktop analysis of the DWR (NCCAG) geospatial data set. We will also review other readily available, public information, literature, and geospatial data resources that may be used to characterize the existing natural resources, vegetative communities, threatened and endangered species, hydrology, hydrogeology, ecological setting, and water quality of the proposed project area. Data resources include, but are not limited to, the following:

- Aerial photography, including USDA-NRCS National Agricultural Imagery Program (NAIP) data and Microsoft Bing aerial imagery

- United States Geological Services (USGS) 7.5-minute topography
- USGS Geological Survey Hydrologic Atlas: National Hydrography Dataset (NHD) and USGS Hydrologic Unit Code (HUC) 8-digit maps
- USDA-NRCS Soil Surveys
- United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data
- USFWS Critical Habitat mapper
- National Oceanic and Atmospheric Administration (NOAA) Essential Fish Habitat (EFH) mapper
- NRCS land use/land cover and conservation plan data
- California DWR list of impaired (303d/305b) waters (latest approved)
- United States National Vegetation Classification (USNVC) data
- USFWS Information for Planning and Consultation (IPaC) online data
- California Department of Fish and Wildlife (CDFW) Biogeographic Information and Observation System (BIOS)
- CDFW California Natural Diversity Database (CNDDDB)
- LIDAR (as available for the project counties)

If the data resources above are sufficient, we will develop a basin-wide geospatial data set and mapping of “probable GDEs” and “probable non-GDEs” within the Indio Basin. The data set and mapping will be used to assess potential impacts to GDEs and state and federal protected species resulting from management decisions related to the Alternative Plan Update.

GDE Field Assessment: We will complete a preliminary field assessment of GDEs based on the results of the GIS analysis of NCCAG and other geospatial data sets. The field study will be conducted only on publicly accessible lands (including road right-of-way, parks, state/national forests, etc.) where the NCCAG data set indicates potential presence of GDEs. The field study will include general observation and documentation of the following ecological information:

- Plant communities
- Aquatic or semi-aquatic wildlife
- Indicators of surface and subsurface hydrology
- Presence of hydric soils
- State and federal protected species habitat(s)
- Other relevant ecological and hydrological data

Photographs will be taken at GDE field assessment locations to document the ecological setting and hydrologic regime. Global Positioning System (GPS) points will be collected at the field assessment locations. Areas of known or potential protected terrestrial and aquatic species habitat(s) and migratory bird habitat will be incorporated into the field assessment as appropriate. Preliminary determinations will be made at field assessment locations as to whether an area would be classified as a GDE.

GDE Report Preparation: We will develop a GDE Technical Memorandum documenting the project description and purpose, GDE study methods, results, and discussion. The report will include a project narrative, GIS figures, photographic appendix, and references. It is

anticipated that this report will be include as an appendix and summarized in the Update document.

Task 5 Deliverables:

- *GDE Technical Memorandum (to be attached as an appendix)*
- *Administrative Draft and Draft Chapter for Plan Area*
- *Administrative Draft and Draft Chapter for Hydrogeologic Conceptual Model*
- *Administrative Draft and Draft Chapter for Groundwater Conditions*

Task 6. Water Demand/Water Supply

This task provides assessments of water demand and water supply; this is consistent with the established water management planning approach of the 2010 WMP Update that provided water demand and supply projections with five-year intervals out to 2045. This task will provide similar comparison of water demand and supply into the future, will inform Task 7 identification and evaluation of projects and management actions, and will inform consideration of water budgets and future conditions for numerical modeling. W&C will take the lead on this task.

Task 6.1. Update Water Demand Projections

The WMP Updates have used 35-year projections in its last two plans, thus a 2020 Update could project through 2055. However, SGMA only requires water demand projections for 20 years, through 2042. We will work with the Core Team to identify a final projection end date and then will use a data-driven approach to update demand projections based on anticipated changes in land use and urban growth. We will compile historical population and housing growth data, identify vacant lands slated for development, and work with Southern California Association of Governments (SCAG) and Coachella Valley Association of Governments (CVAG) to establish likely growth scenarios. Those scenarios will be validated against historical growth trends. Water production and billing data will be compiled for the water agencies within the Indio Subbasin. Water demands will then be calculated based on unit factors for each use sector, assuming both active and passive conservation savings. Water demand projections will consider forthcoming AB1668 indoor and outdoor water use standards. This proposal assumes data available through end of water year 2019 (September).

Task 6.2. Update Conservation Goals

The 2010 WMP presents water conservation as a management plan element, including discussion of goals and projections of water conservation savings. We will provide updates on water saving goals and performance, including consideration of upcoming reports such as the Urban Water Management Plan.

Task 6.3. Update Water Supply Projections

This task will provide an update of the Water Supply discussion in the 2010 WMP; we will evaluate water supply availability for current conditions and for the future (as defined in Task 6.1). W&C will evaluate State Water Project (SWP) reliability per DWR's *SWP Delivery Capability Report* and Colorado River reliability per the *Lower Basin Drought Contingency*

Plan. W&C will coordinate with Todd to establish update projected water supply based on available imported water for recharge. W&C will also evaluate projected supply from local surface water diversions and other supplies such as water purchases or transfers from water agencies in the Central Valley. We also will document recycled water supply from local water reclamation plants, including the uses of recycled water for irrigation of landscaped areas and for replenishment of groundwater. Future potential water recycling (for example from City of Coachella and Valley Sanitary District) will be discussed.

Groundwater supply will be addressed in this section, commensurate with the discussion of other water supply sources; a detailed water budget for the groundwater basin will be documented in Task 8.4 as part of the update of the groundwater flow model. That discussion in Task 8.4 will provide details on groundwater inflows, outflows, and change in storage on an annual basis for historical, current, and future periods, consistent with GSP Regulations. For this Task 6.3, current average inflows and outflows (for example, over a ten-year period) will be compiled into a summary table along with projected groundwater inflows and outflows. Potential overdraft will be discussed in Task 8.

Water use data will be summarized by water use sector and water source type including method and accuracy of measurement and reported in a table.

Task 6.4. Evaluate Effects of Climate Change on Supply Reliability/Vulnerability

We will evaluate the effects of climate change on supply reliability and vulnerability, identifying each of the Indio Subbasin supply sources (current and future) and characterizing the relative risk profile of each source. This task will characterize each source's expected disruption under each risk element and will evaluate conceptually the magnitude of the impact on each source.

Task 6.5. Identify Future Shortfalls in Water Supply

The project team (Todd and W&C) will provide an overall assessment of water demand and supply. Completion of this task will be pending results of Task 8 modeling and will incorporate findings of the numerical model analysis to identify shortfalls in future supply and the groundwater balance.

Task 6 Deliverables:

- *Administrative Draft and Draft Chapter for Water Demand / Water Supply*

Task 7. Identify Projects and Management Actions

This task includes the evaluation of projects and management actions (previously referred to in the 2010 WMP as Plan Elements). We will evaluate new projects and management actions as well as those currently being implemented or under consideration.

Task 7.1. Re-Evaluate Projects and Management Actions

We will identify and prioritize projects and management actions that are being implemented or may be implemented (as well as identifying those projects/actions that are no longer

technically or economically feasible). This will also include adaptive management actions that might be implemented should groundwater conditions not adequately respond to implementation of the Alternative Plan Update.

Projects and management actions to be considered will be solicited as part of the outreach strategy, and will potentially include, but will not be limited to, these identified options:

- Demand management and water conservation programs
- Method or framework for water accounting
- Improved managed aquifer recharge capabilities
- Groundwater banking of CRA and SWP supplies
- Groundwater banking and/or non-potable use of Coachella Canal supplies
- Water exchanges between sub-basins
- Purchase of new supplies
- Non-potable reuse of wastewater
- Education on and subsidies for agricultural water conservation
- Capture of local stream flood flows for recharge of the groundwater basin
- Development of a groundwater storage and recovery program

Task 7.2. Evaluate Project Feasibility, Concept Design, and Costs

This task will identify projects and management actions for consideration as part of Alternative Plan implementation. Each project or management action will be collected, described, and analyzed for effectiveness. Projects deemed as sustainable and reliable sources of water will be identified by stakeholders and compiled. This task will identify the benefits and limitations of each project option. Analyses will include evaluation of water supplies added (average yield, reliability, and variability), estimated project and unit water costs, project schedule, potential challenges, and water quality components. For each project, we will develop project descriptions, maps of project facilities, order of magnitude cost estimates, and other relevant documentation as needed to accurately describe each option. This task will assess up to six potential projects focused on contributing toward a long-term water supply solution for the Indio Subbasin.

In performing this task, it is expected that the groundwater model updated in Task 8 will be used when appropriate, and other analysis methods will be used in areas where the model is not appropriate. Benefits of each alternative will be quantified to the degrees possible. For example, increases in groundwater levels and storage may be determined based on with- and without-project model simulations. The description of each project and management action will include, but will not be not limited to:

- Detailed description, per regulations
- Cost estimates and funding mechanisms
- Public notice and outreach process
- Summary of permitting and regulatory process
- Explanation of benefits

- Explanation of regional and project economic benefits and/or impacts
- Explanation of how the project will be accomplished
- Explanation of the source and reliability of water if imported supplies are a part of the project
- How the project is supported by the best available science
- How uncertainty is considered
- CEQA/NEPA considerations
- Overall acceptability

This task will culminate in a list of projects to be further analyzed and prioritized.

Task 7.3. Prioritization of Projects and Management Actions

We will perform an assessment of numerous alternative water management scenarios—projects, programs, and management actions or strategies—for managing groundwater use sustainably. Prioritization methodology will be discussed with stakeholders and a ranking system will be developed. The prioritization will consider at a minimum, water supply, water quality improvement, environmental components, and regional and economic benefits. Once the prioritization process is established, projects will be scored and ranked. As part of this process, each of the projects and management actions identified above will be prioritized. Projects meeting the most objectives and ranking the highest will be recommended for implementation.

Task 7.4. Develop Management Program

We will develop the management program that documents and plans the implementation of projects and actions in the plan area. The objective of the management program will be to achieve the basin’s sustainability goal by including projects and management actions that will allow the basin to avoid undesirable results for each of the sustainability indicators in the future. The management program will identify management options, research and vet the management options, and select management options for implementation. The management program will identify implementation hurdles and provide a program summary. The program summary will describe how the program will meet sustainability targets and forecast the effectiveness of the program, as well as provide a list of management options.

Task 7 Deliverables:

- *Management Program*
- *Assessment of up to six potential projects*
- *A prioritized list of projects and management actions*
- *TM Administrative Draft and Draft Chapter – Projects and Management Actions*

Task 8. Groundwater Flow Modeling

The Coachella groundwater flow model (model) will be used to simulate groundwater response to historical, current, and future conditions, evaluate the impacts to groundwater

from changing land use, projects, and management actions, and support the establishment of sustainability criteria. The existing model was previously adapted to support the 2010 WMP and other basin management programs. However, physical coverages and data sources needed to develop key model inputs such as recharge and pumping have not been comprehensively updated in the model since 1996. Accordingly, this proposal includes a step-wise approach to update the model through WY 2018-2019 and use it to simulate historical and future baseline and with-project scenarios.

Task 8.1. Complete model update revisions - update datasets using new GIS pre-processors

Upon completion of the existing model review (Task 2), Todd will prepare a new GIS-based source data management and pre-processing system and prepare the updated recharge, pumping, and boundary condition data sets and MODFLOW input files. Prior to simulating future conditions, assumed recharge and discharge rates in the historical model since 1996 will be updated with actual rates or improved estimates to provide a valid historical simulation through WY 2018-19. Todd will work with GFA to update the database GIS and MODFLOW input files.

Task 8.2. Perform Updated Historical Simulation through WY 2018-2019

For this task, Todd will run and post-process the updated model for the period from WY 1996-1997 through WY 2018-2019. GFA will provide technical review the updated model calibration and water budget output, as compared with the baseline model results to assess the effects of changes in recharge, pumping, and boundary condition inputs. Todd and GFA will jointly provide recommendations on any additional changes to the input data sets needed to improve model validity.

Task 8.3. Perform Limited Local Improvements

Following Task 8.2, we will compare simulated and observed water levels and drain flows through WY 2018-2019. If deemed appropriate, we may perform limited adjustments to selected model inputs to improve model performance. Improvements may include adjustment to (1) consumptive use and irrigation return flow factors applied to specific land use types, (2) lateral model boundary conditions, or (3) localized model layer elevations to better distribute pumping. Basin-wide changes to model geometry, layering, or aquifer hydraulic property distributions are not included, nor anticipated to be needed. GFA will provide technical guidance on model adjustments proposed by Todd, review revised model simulation results, and provide recommendations for the future simulations.

Task 8.4. Develop Historical and Current Water Budgets

The historical and current model water budget through WY 2018-2019 will be evaluated to assess local and regional groundwater storage changes, identify areas of depletion, and quantify benefits of managed aquifer recharge and other water management programs. Amounts of recharge and discharge, flow between subareas, surface water features, and drains will be tabulated. Historical water balance results will provide a baseline for simulation of future conditions and effects of management actions.

Task 8.5. Simulate Future Conditions through WY 2069-2070

Hydrologic data and assumptions of future hydrologic and land use conditions will be developed (Task 8.5.1) and predictive model input data sets constructed for the period WY 2019-2020 through WY 2069-2070. These will include future land use, projected water use and return flows, future groundwater development and pumping, future boundary conditions including Salton Sea levels, potential effects of climate change, and existing or planned projects and management actions.

We will work with the GSAs to develop implementation assumptions for prioritized projects and management actions evaluated in Task 7 for inclusion in future model simulations. The model will be applied to analyze these strategies individually and/or in combination to provide a basis for development of sustainability criteria and minimum thresholds. The groundwater model will analyze these strategies against a baseline future scenario, following guidance in the regulations on future water budgets. As per the regulations, various climate change scenarios, currently under development by DWR, will also be considered in the analysis. Predictive simulation results will be compared with the established sustainability goals (Task 9) for basin water levels, storage, subsidence, and surface water/GDEs. Model results will also be used to inform predicted future water quality conditions, as compared with water quality sustainability criteria.

Estimated costs for this task assume up to five future model simulations. Assumed scenarios include one (1) Future No-Project (Baseline) Scenario, three (3) with-Project Scenarios, and one (1) with-Project Scenario incorporating the effects of climate change.

Task 8 Deliverables:

- *TM Administrative Draft and Draft Chapter – Groundwater Modeling Documentation and Water Budgets*

Task 9. Establish Sustainability Goals and Management Criteria

Existing information from the WMP and CVWD Engineering Reports will be used as the foundation for understanding the monitoring needed to detect future undesirable results, and to identify how to establish sustainable management criteria for the Indio Subbasin. Each of the sustainable management criteria will be developed with significant input from the Core team and interested parties. If management area-specific criteria are developed, a specific rationale will be provided.

Task 9.1. Establish Sustainability Criteria and Goals

The sustainability goals for basin water levels, storage, water quality, subsidence, and surface water/GDEs will be defined. As appropriate, sustainability goals for individual management areas and subareas will be developed. An explanation of how the sustainability goal is likely to be achieved and maintained through the planning and implementation horizon will be developed.

Task 9.2. Evaluate Undesirable Results

An undesirable result narrative will be developed for each sustainability indicator. Conditions

in the Indio Subbasin will be evaluated to determine if undesirable results are currently occurring. The evaluation of undesirable results will include a description of the potential effects on the beneficial uses and users of groundwater, on land uses and property interests, and other potential effects that may occur or are occurring from undesirable results. Documentation will include a description of methodology used to identify undesirable results, and maps of the locations of any undesirable results that are occurring, based minimum thresholds.

Task 9.3. Assess Minimum Thresholds

Minimum thresholds for each sustainability indicator will be established directly using representative monitoring or proxy monitoring to detect conditions indicating undesirable results. The methodologies used to set minimum thresholds will be documented and will explain how the thresholds selected will prevent the occurrence of undesirable results. Minimum thresholds will be presented using maps, graphs, and tables.

Task 9.4. Identify Measurable Objectives and Interim Milestones

This task will develop the measurable objectives, interim milestones and a margin of operational flexibility, in conjunction with the minimum threshold task. These sustainability criteria will be established directly on representative monitoring or proxy monitoring to cover each sustainability indicator. The methodologies used to set the sustainability indicators will be developed and documented. Objectives and indicators will be presented using maps, graphs, and tables.

Task 9 Deliverables:

- *Administrative Draft and Draft Chapters – Sustainable Management Criteria*

Task 10. Establish Monitoring Plan

A representative monitoring network will be developed by selecting a subset of the monitoring network for the Indio Subbasin. The representative monitoring network will be developed for water levels and water quality; an analysis will be conducted to identify the appropriate representative networks or identification of proxy monitoring for storage, groundwater quality, seawater intrusion, subsidence, and surface water interaction.

Task 10.1. Establish Representative Groundwater Monitoring Network

We will update the monitoring network and monitoring protocols with the collection of data of sufficient quality, distribution, and frequency to characterize groundwater and related surface water conditions and to track changes, including short-term, seasonal, and long-term trends, in accordance with GSP regulations. We assume that the existing monitoring networks and protocols used by the GSAs will provide a strong starting point for the Plan Update. Monitoring will likely need to be expanded beyond current programs to include the ability to monitor for each of the minimum thresholds or to address technical deficiencies and/or data gaps.

Groundwater and surface monitoring in the Indio Subbasin Plan area have been conducted for decades. Accordingly, historical and current monitoring programs provide many

opportunities for designation of representative sites, including wells that have been long monitored and deemed suitable for the CASGEM program with appropriate well construction information. Consistent with GSP Regulations, these will be evaluated and documented in terms of distribution (areal and vertical) and density, suitability to monitor sustainability indicators, and representation of general conditions in an area.

Task 10.2. Establish Surface Water, Drain, and Land Subsidence Monitoring Plan

Surface water, drain, and land subsidence monitoring will support assessment of progress toward measurable objectives for sustainability indicators. Thirteen USGS gaging stations measure streamflow in the Indio Subbasin with one measuring flow into the Salton Sea and two measuring inflow of Colorado River Water (CRW) for groundwater replenishment (GWR).

Land subsidence in the Coachella Valley will continue to be monitored in cooperation with the USGS. The four-year study started in 2014 by CVWD and USGS is analyzing changes in the land surface from 2010 to 2017. The available GPS data collected at the Palm Springs Airport (PSAP), College of the Desert (COTD), and Thermal Airport (TMAP) will be used to establish a land surface elevation change map which will be included, evaluated, and discussed in the Plan Update. DWR mapping of land surface displacement also will be reviewed.

Task 10 Deliverables:

- *Administrative Draft and Draft Chapter of Monitoring Plan*

Task 11. Update Emerging Issues

Potential challenges to water management in the Indio Subbasin were identified in the 2010 WMP. These include water quality challenges (salinity management and new COCs), Salton Sea restoration, climate change, and subsidence, among others. This task will include review of previously identified emerging issues and new issues with the GSAs and development of approaches and narratives to address these concerns.

Task 11.1. Assess SNMP Status and Approach to Address RWQCB Findings

We will work with the GSAs to review the current state of the Coachella Valley Salt and Nutrient Management Plan (SNMP), including the current perspective and anticipated actions of the Regional Water Quality Control Board – Colorado River Region. We will confirm whether groundwater quality mapping proposed in Task 5 may be useful in demonstrating progress by the GSAs in addressing salinity management concerns.

Task 11.2. Identify Additional Emerging Concerns

We will work with the GSAs to address additional emerging issues, such as changes in water quality regulations related to hexavalent chromium and PFOS/PFOA compounds. Groundwater quality concerns expressed by DWR in the Staff Plan Assessment report will be addressed in the HCM (Task 5).

Task 11 Deliverables:

- *Administrative Draft and Draft Chapter – Emerging Issues*

Task 12. Update Plan Implementation

We will develop the Introduction and Executive Summary chapters of the Plan Update. The Introduction will include:

- A list of references and technical studies relied upon for development of the update
- Agency information for the GSAs, including points of contact, legal authority to update the plan, and the management structure of each agency.

The Executive Summary will include summaries of the contents of the Alternative Plan Update, including:

- Administrative information,
- Basin setting,
- Sustainable management criteria,
- Monitoring networks, and
- Projects and management actions.

Draft version of the Introduction and Executive Summary chapters will be developed and circulated to the Core Team.

Task 12.2. Plan Implementation

Following on the evaluation of past plan performance, the project team will develop/update the Plan Implementation chapter for the CVWMP Update. This scope assumes that Projects and Management Actions chapter will remain stand-alone and the Implementation chapter will focus on policy or programmatic decisions relative to plan implementation.

The Plan Implementation chapter documents how implementation actions will be performed and work together to maintain compliance with the regulations and to achieve sustainability. The implementation plan will include the management program, implementation schedule, GSP costs and funding, data management updates, model updates, and other GSP implementation activities. The Plan Implementation will include the following activities:

- *Implementation Schedule and Reporting* - Develop the GSP's implementation schedule, which will document when various GSP components will be conducted. Describe the activities and timing of activities needed to prepare the annual GSP report and the 5-year update reports required by regulations.
- *Implementation Costs and Funding* – Prepare cost estimates to determine the expected costs of GSP implementation. The cost analysis will consider monitoring activities, data management activities, implementation of projects and management actions, GSAs management (staff costs and overhead costs), as well as reporting costs for the annual reports and 5-year updates and reporting required by regulation. It will describe how the GSAs will fund GSP implementation. Potential funding mechanisms may include the use of grants, assignment of fees and fines, income from water market management (if used), and other methods as identified during analysis. The

description of funding will be developed with input from GSA representatives and will consider legal limitations and hurdles (such as Proposition 218) to funding options.

- *Parties Affected by GSP* – Identify and describe the parties potentially affected by the GSP and the nature of consultation with those parties. The description will include the land uses and property interests affected, and the types of parties affected.
- *Effects of Undesirable Results on Beneficial Uses* – Evaluate the potential effects of undesirable results on beneficial uses in the basin. Evaluation will consider all six undesirable results, and their effects on beneficial uses of groundwater such as: domestic uses, municipal uses, irrigation uses, industrial uses, federal lands, disadvantaged communities, and other uses including property interests. Disadvantaged communities will be especially considered as the GSP has potential to affect many aspects of the communities, from employment to the availability of health care. If undesirable results are thought to be currently occurring, this task will evaluate the effect of these undesirable results on beneficial uses.
- *Groundwater Model and Data Management System Implementation* – Document how the groundwater model will be used and updated during future GSP implementation, especially at the 5-year updates. Include data updates, future model runs and calibration, and how model use will be documented. Planning will also guide the GSP's use of the DMS during implementation. This task will describe the methodology to be used to collaborate and collect data from other agencies, and state and federal agencies. DMS maintenance activities and quality assurance/quality control (QA/QC) planning for data to be entered into the DMS will also be documented.

Draft and final versions of the Plan Implementation chapter will be developed and circulated to the Core Team.

Task 12 Deliverables:

- *Draft Introduction Chapter*
- *Draft Executive Summary Chapter*
- *Administrative Draft and Draft Chapter for Administrative Information*
- *Administrative Draft and Draft Chapter Implementation Plan*

Task 13. Develop and Submit Alternative Plan Update

Draft chapters of the Plan Update developed under the previous tasks will be compiled in an initial Plan Update document. Time for review and comment by the GSAs and incorporation of comments received are included. For costing purposes, we assume that an initial Administrative Draft and three revisions (Screencheck Draft, Public Draft, and Final) are needed. An Administrative Draft will be prepared for the Indio Subbasin GSAs staff to review and provide comments. These comments will be incorporated into a Screencheck Draft subject to an additional internal review to ensure that comments were appropriately managed. A Public Final Draft will be prepared to allow sharing with stakeholders and general public. Comments received will be incorporated in a Final Plan Update. For costing purposes,

electronic submittal of all draft documents is assumed. Final delivery of 10 hard copies of the Final Plan Update is assumed.

Task 13.1. Outline, Style Guidance & Administrative Record

Based on the Plan Assessment TM, Project team will develop a GSP outline that will be used for the GSP document development. This task will also prepare a GSP report style guide for distribution to authors during GSP development. The style guide is valuable for guiding report authors during report writing to ensure report sections are formatted similarly and use consistent terminology when describing GSP components.

This task will also include tracking references used during GSP preparation in the form of an Administrative Record. GSP regulations require that a copy of every reference used in GSP preparation that is not easily available be included with the GSP submission. This task will collect copies of all references used in the report for compilation and submittal along with the completed GSP.

Task 13.2. Prepare Administrative Draft Alternative Plan

Project team will prepare an administrative draft of the GSP and supporting appendices. The administrative draft will be reviewed by the Core Team staff and other stakeholders involved in the GSP development process. After comments on the administrative draft are received, they will be compiled and a response to comments will be prepared. Comments incorporated into the GSP will be used to prepare the public draft of the GSP.

Task 13.3. Prepare Screencheck Draft Alternative Plan

Project team will incorporate all Core Team comments on the Draft Alternative Plan and provide a track version for their review, to confirm correct incorporation of all comments.

Task 13.4. Prepare Draft Alternative Plan

Project team will incorporate GSA comments on the Screencheck Draft Alternative Plan and prepare a public draft of the Alternative Plan and supporting appendices. The Draft Alternative Plan will be circulated for public review and comment.

Task 13.5. Prepare Final Alternative Plan

Project team will prepare a Final Alternative Plan and supporting appendices. After comments on the public draft are received, they will be compiled and a response to comments document will be prepared. Comments on the Draft Alternative Plan will be used to prepare the Final Alternative Plan. Once finalized, the Final Alternative Plan will be adopted by the GSAs and submitted to DWR by January 31, 2022.

Task 13 Deliverables:

- *GSP outline and style guidance*
- *Administrative Record*
- *Response to comments matrices (3)*
- *Electronic version (PDF format) of Administrative Draft Alternative Plan*

- *Electronic version (PDF format) of Screencheck Draft Alternative Plan*
- *Electronic version (PDF format) of Public Draft Alternative Plan*
- *Electronic version (PDF format) of Final Alternative Plan*
- *10 printed copies of the Final GSP*
- *Appendices for GSAs and DWR submittal*

COST ESTIMATE

The estimated costs by task are summarized below.

Estimated Project Costs

| Task | Total Cost |
|---------------------------------------------------------------------------------|--------------------|
| 1. Project Management | \$277,725 |
| 2. Assess Existing Alternative Plan | \$174,044 |
| 3. Develop Work Plan for Alternative Plan Update | \$13,981 |
| 4. Develop and Implement Stakeholder and Public Outreach Plan | \$102,977 |
| 5. Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions | \$117,562 |
| 6. Water Demand / Water Supply | \$85,782 |
| 7. Re-Evaluate Projects and Management Actions | \$77,134 |
| 8. Groundwater Flow Modeling | \$394,995 |
| 9. Establish Sustainability Goals and Management Criteria | \$82,427 |
| 10. Establish Monitoring Plan | \$19,049 |
| 11. Update Emerging Issues and Plan SNMP Update | \$12,216 |
| 12. Update Plan Implementation | \$28,343 |
| 13. Develop and Submit Alternative Plan Update | \$94,953 |
| Total Costs | \$1,480,186 |
| Contingency | \$75,000 |
| Total Costs (+ Contingency) | \$1,555,186 |

A schedule of charges by labor category along with a budget breakdown showing estimated hours by subtask is provided as an attachment at the end of this proposal.

A project contingency of \$75,000 (roughly 5% of total project costs) is included to account for additional levels of effort not possible to foresee at this time. The contingency may be applied to accommodate additional public workshops, tribal meetings, and/or stakeholder coordination. Additionally, for the groundwater modeling tasks, we have estimated levels of effort in updating and predicting land use, recharge parameters, and future scenarios to be simulated. Contingency may be useful for additional modeling efforts associated with analysis and simulation of complex land and water use scenarios and simulation of additional management actions and, in turn, future scenarios beyond the 5 scenarios assumed in Task 8.

SCHEDULE

The proposed project schedule is attached at the end of this proposal. As shown in the schedule, we assume the project will commence upon receipt of a notice-to-proceed following Board approval on October 22, 2019. We have sequenced tasks to allow for the progressive build-up of technical knowledge leading to the submission of the Plan Update to DWR by the January 1, 2022 deadline.

We appreciate the opportunity to provide a proposal on this interesting project and stand ready to initiate the project on your approval. Please feel free to contact us with any questions or comments that you may have.

Proposed Cost Estimate

Item 21.

Job Name: Alternative Plan Update - Task Order 2
 Client: Coconino Valley Water District, Coconino Water Authority, Desert Water Agency, Indio Water Authority
 Date: 10/7/2018
 Job Number: PROPOSAL

| | TODD GROUNDWATER | | | | | | | | | | Todd Labor Hours | Todd Total Labor | 2% Comm Fee | Cynthia Obuchi \$115 | Other Direct Costs | 10% Markup Fee | TODD Total Costs | |
|----------------------------------------------------------------------------------------------|---------------------|-----------------|-----------------|------------------|---------------------|-------------------|--------------------|---------------------|---------------------|---------------------|------------------|-------------------|-----------------|----------------------|--------------------|----------------|-------------------|----------|
| | Itis Priestaf \$245 | Edwin Lin \$236 | Dan Craig \$230 | Kate White \$225 | Maureen Fahey \$223 | Liz Elliott \$225 | Jason Gurdak \$180 | Amber Ritchie \$178 | Cindy Maroney \$145 | Mike Wettrich \$125 | | | | | | | | |
| Task 1 - Project Management | | | | | | | | | | | | | | | | | | |
| 1.1 Consultant team coordination call | | | 115 | 24 | | | | | | | | 130 | \$ 32,545 | \$ 651 | | \$ - | \$ 33,196 | |
| 1.2 Project coordination call - consultant and CVWD (Monday) | | | 58 | 8 | | | | | | | | 66 | \$ 15,470 | \$ 309 | | \$ - | \$ 15,779 | |
| 1.3 GSA meetings (4th Wednesday of month) | | 51 | 168 | 34 | | | | | | | | 253 | \$ 56,795 | \$ 1,168 | \$ 8,000 | \$ 600 | \$ 67,563 | |
| 1.4 Budget tracking, invoicing, and progress reports | | | 40 | | | | | | | | | 40 | \$ 9,400 | \$ 188 | \$ 778 | \$ - | \$ 10,366 | |
| 1.5 Call with DWR | | 2 | 4 | | | | | | | | | 6 | \$ 1,430 | \$ 29 | | \$ - | \$ 1,459 | |
| Task 1 Estimated Cost | 53 | 385 | 66 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 584 | \$ 118,640 | \$ 2,373 | \$ 776 | \$ 6,000 | \$ 600 | \$ 128,389 | |
| Task 2 - Assess Existing Alternative Plan | | | | | | | | | | | | | | | | | | |
| 2.1 Collect data | | | 12 | | | 4 | | | | 16 | 0 | 18 | \$ 50 | \$ 9,000 | \$ 182 | | \$ - | \$ 9,782 |
| 2.2 Assess water demand and supply projections | | | | | | | | | | | | | | | | | | |
| 2.2.1 Confirm 2010 WMP projections and assumptions | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 2.2.2 Compare projected and actual land use growth and water demand | | | 2 | | | 2 | | | | | | 4 | \$ 920 | \$ 18 | | \$ - | \$ 938 | |
| 2.2.3 Compare projected and actual project implementation | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 2.3 Document WMP model simulation projections, results, and results | | | | | | | | | | | | | | | | | | |
| 2.3.1 Provide detailed documentation of model inputs and pre-processing tools | | | 4 | 12 | | 6 | | | | 4 | | 26 | \$ 5,830 | \$ 113 | | \$ - | \$ 5,943 | |
| 2.3.2 Meeting to review current model assumptions and pre-processing methodologies | | | 8 | 8 | 8 | 8 | | | | 4 | 4 | 32 | \$ 8,900 | \$ 132 | | \$ - | \$ 9,032 | |
| 2.4 Document current model calibration results | | | 4 | 8 | | 2 | | | | | | 14 | \$ 3,230 | \$ 65 | | \$ - | \$ 3,295 | |
| 2.5 Prepare TM - Alternative Plan Assessment and Recommendations | | 2 | 12 | 8 | | 2 | | | | | | 24 | \$ 5,600 | \$ 112 | | \$ - | \$ 5,712 | |
| Task 2 Estimated Cost | 2 | 46 | 36 | 0 | 24 | 0 | 0 | 0 | 16 | 16 | 29 | \$ 32,528 | \$ 650 | \$ - | \$ - | \$ - | \$ 33,178 | |
| Task 3 - Develop Work Plan for Alternative Plan Update | | | | | | | | | | | | | | | | | | |
| 3.1 Evaluate options and identify preferred approach | | | | | | | | | | | | | | | | | | |
| 3.1.1 Report structure / contents | | | 4 | | | | | | | | | 4 | \$ 940 | \$ 18 | | \$ - | \$ 958 | |
| 3.1.2 Demand and supply projection update | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 3.1.3 Model update | | | 2 | 2 | | 2 | | | | | | 6 | \$ 1,360 | \$ 28 | | \$ - | \$ 1,408 | |
| 3.1.4 DWR Alternative Plan comments | | 2 | 4 | | | | | | | | | 6 | \$ 1,430 | \$ 29 | | \$ - | \$ 1,459 | |
| 3.2 Establish project milestones and deliverable schedule | | | 4 | | | | | | | | | 4 | \$ 840 | \$ 18 | | \$ - | \$ 858 | |
| 3.3 Develop schedule protocols for internal, project, and GSA deliverable (RFP) | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 3.4 Prepare TM - Work Plan | | 2 | 12 | | | | | | | | | 14 | \$ 3,310 | \$ 66 | | \$ - | \$ 3,376 | |
| Task 3 Estimated Cost | 4 | 30 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 36 | \$ 8,948 | \$ 178 | \$ - | \$ - | \$ - | \$ 9,126 | |
| Task 4 - Develop and Implement Stakeholder and Public Outreach Plan | | | | | | | | | | | | | | | | | | |
| 4.1 Develop Communication Plan | | | 1 | | | | | | | | | 1 | \$ 235 | \$ 5 | | \$ - | \$ 240 | |
| 4.2 Develop and maintain stakeholder list | | | | | | | | | | | | 0 | \$ - | \$ - | | \$ - | \$ - | |
| 4.3 Develop website and outreach materials | | | 16 | 16 | | | 2 | | | 8 | 18 | 56 | \$ 11,950 | \$ 221 | | \$ - | \$ 12,171 | |
| 4.4 Public workshops (quarterly - 8 meetings) | | 8 | 36 | | | | | | | | | 44 | \$ 10,420 | \$ 208 | \$ 1,850 | \$ 185 | \$ 12,723 | |
| 4.5 Targeted outreach to tribes (semi-annual - 5 meetings) | | 5 | 20 | | | | | | | | | 28 | \$ 6,860 | \$ 133 | | \$ - | \$ 7,003 | |
| 4.6 Outreach and Communication Documentation | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| Task 4 Estimated Cost | 16 | 75 | 16 | 0 | 0 | 2 | 0 | 0 | 8 | 18 | 133 | \$ 28,835 | \$ 577 | \$ - | \$ 1,950 | \$ 195 | \$ 31,557 | |
| Task 5 - Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions | | | | | | | | | | | | | | | | | | |
| 5.1 Develop introduction to basin setting | | 8 | 2 | | | | | | | | | 14 | \$ 3,810 | \$ 58 | | \$ - | \$ 3,868 | |
| 5.2 Describe basin geometry | | | 2 | | | | | | | 4 | | 6 | \$ 1,050 | \$ 21 | | \$ - | \$ 1,071 | |
| 5.3 Construct detailed hydrogeologic cross sections | | | 8 | | | | 32 | | 32 | | 32 | 104 | \$ 18,520 | \$ 370 | | \$ - | \$ 18,890 | |
| 5.4 Document historical and current groundwater conditions | | | | | | | | | | | | | | | | | | |
| 5.4.1 Groundwater levels | | | 20 | | | | | | | 32 | 24 | 76 | \$ 12,340 | \$ 247 | | \$ - | \$ 12,587 | |
| 5.4.2 Groundwater quality | | | 24 | | | | | | | 24 | 24 | 32 | \$ 17,200 | \$ 344 | | \$ - | \$ 17,544 | |
| 5.4.3 Groundwater pumping | | | 16 | | | | | | | 8 | 16 | 40 | \$ 6,920 | \$ 138 | | \$ - | \$ 7,058 | |
| 5.4.4 Land subsidence | | | 4 | | | | | | | | 2 | 12 | \$ 2,080 | \$ 41 | | \$ - | \$ 2,121 | |
| 5.5 Prepare TM Draft Chapters Plan Area, HCM, and Groundwater Condit | | 4 | 32 | | 4 | 4 | 12 | | 8 | 24 | | 88 | \$ 17,300 | \$ 348 | | \$ - | \$ 17,648 | |
| 5.6 Identify Groundwater Dependent Ecosystems (GDEs) | | | | | | | | | | | | | | | | | | |
| 5.6.1 Preliminary desktop GDE assessment | | 2 | 2 | | | | | | | | | 4 | \$ 980 | \$ 19 | | \$ - | \$ 999 | |
| 5.6.2 GDE field assessment and validation | | 2 | 2 | | | | | | | | | 4 | \$ 980 | \$ 19 | | \$ - | \$ 999 | |
| 5.6.3 GDE report preparation | | 2 | 2 | | | | | | | | | 4 | \$ 980 | \$ 19 | | \$ - | \$ 999 | |
| Task 5 Estimated Cost | 16 | 114 | 0 | 4 | 0 | 36 | 12 | 64 | 184 | 106 | 456 | \$ 81,880 | \$ 1,622 | \$ - | \$ - | \$ - | \$ 82,702 | |
| Task 6 - Water Demand / Water Supply | | | | | | | | | | | | | | | | | | |
| 6.1 Update water demand projections | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 6.2 Update conservation goals | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 6.3 Update water supply projections | | | | | | | | | | | | | | | | | | |
| 6.3.1 Imported surface water (SWP, CIRW, Transfers) | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 6.3.2 Recycled water | | | 2 | | | | | | | | | 2 | \$ 470 | \$ 9 | | \$ - | \$ 479 | |
| 6.3.3 Groundwater | | | 2 | | | | | | | 2 | | 4 | \$ 760 | \$ 15 | | \$ - | \$ 775 | |
| 6.4 Evaluate effects of climate change on supply reliability/vulnerability | | 2 | 2 | | | | | | 8 | | | 12 | \$ 2,450 | \$ 49 | | \$ - | \$ 2,499 | |
| 6.5 Identify future shortfalls in water supply | | 2 | 2 | | | | | | | | | 4 | \$ 980 | \$ 19 | | \$ - | \$ 999 | |
| 6.6 Prepare TM Draft Chapter Water Demand / Water Supply | | 4 | 8 | | 4 | | | | | | | 14 | \$ 3,280 | \$ 66 | | \$ - | \$ 3,346 | |
| Task 6 Estimated Cost | 8 | 20 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | \$ 9,290 | \$ 186 | \$ - | \$ - | \$ - | \$ 9,476 | |
| Task 7 - Re-Evaluate Projects and Management Actions | | | | | | | | | | | | | | | | | | |
| 7.1 Re-evaluate projects and management actions | | 4 | 12 | 4 | | | | | | | | 20 | \$ 4,720 | \$ 94 | | \$ - | \$ 4,814 | |
| 7.2 Evaluate project feasibility, concept design, and costs | | 8 | 16 | 4 | | | | | | | | 28 | \$ 6,840 | \$ 133 | | \$ - | \$ 6,973 | |
| 7.3 Prioritization of Projects and Management Actions | | 8 | 16 | 4 | | | | | | | | 28 | \$ 6,840 | \$ 133 | | \$ - | \$ 6,973 | |
| 7.4 Develop Management Program | | 4 | 20 | | | | | | | | | 24 | \$ 5,680 | \$ 114 | | \$ - | \$ 5,794 | |
| 7.5 Prepare TM Draft Chapter Projects and Management Actions | | 8 | | | 2 | | | | | | | 10 | \$ 2,350 | \$ 47 | | \$ - | \$ 2,397 | |
| Task 7 Estimated Cost | 24 | 72 | 12 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 116 | \$ 26,810 | \$ 520 | \$ - | \$ - | \$ - | \$ 27,330 | |

Proposed Cost Estimate

Item 21.

Job Name: Alternative Plan Update - Task Order 2
 Client: Coache Valley Water District, Coache Valley Water Authority, Desert Water Agency, Indio Water Authority
 Date: 10/7/2019
 Job Number: PROPOSAL

| 2019 Hourly Rates | WOODARD AND CURRAN | | | | | | | | | | | | | W&C Labor Hours | W&C Total Labor | Other Direct Costs | 10% Markup Fee | W&C Total Costs |
|------------------------------------------------------------------------------------|------------------------|------------------|-------------------|----------------------|---------------------|-----------------------|--------------------------------|----------------------|----------------------|-------------------------------|-----------------------------|-------------------|----------|-----------------|-----------------|--------------------|-----------------|-------------------|
| | Rosalyn Prickett \$282 | John Ayres \$288 | Erica Welsh \$268 | William Medlin \$165 | Warren Grecco \$221 | Micah Eggleston \$187 | Martha de Maria y Campos \$187 | Nicole Paletto \$187 | Software Eng 1 \$147 | Publications Specialist \$129 | Mktg Asst. Grphc Art. \$118 | Proj. Asst. \$118 | | | | | | |
| Task 1 - Project Management | | | | | | | | | | | | | | | | | | |
| 1.1 Consultant team coordination call | 75 | 40 | | | | | | | | | | | | | 115 | \$ 31,780 | \$ - | \$ 31,780 |
| 1.2 Project coordination call - consultant and CVWD (Monday) | 58 | 29 | | | | | | | | | | | | | 87 | \$ 24,070 | \$ - | \$ 24,070 |
| 1.3 GSA meetings (4th Wednesday of month) | 168 | 00 | | | | | | | | | | | | | 234 | \$ 64,932 | \$ 3,800 | \$ 68,732 |
| 1.4 Budget tracking, invoicing, and progress reports | 16 | | | | | | | | | | | | | | 16 | \$ 4,584 | \$ - | \$ 4,584 |
| 1.5 Call with DWR | 4 | 2 | | | | | | | | | | | | | 6 | \$ 1,680 | \$ - | \$ 1,680 |
| Task 1 Estimated Cost | 321 | 137 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | \$ 490 | \$ 131,716 | \$ 3,800 | \$ 135,516 |
| Task 2 - Assess Existing Alternative Plan | | | | | | | | | | | | | | | | | | |
| 2.1 Collect data | 2 | | | | 8 | | | | | | | | | | 8 | \$ 1,800 | \$ - | \$ 1,800 |
| 2.2 Assess water demand and supply projections | | | | | | | | | | | | | | | | | | |
| 2.2.1 Confirm 2010 WMP projections and assumptions | 2 | | | | 24 | | | | | | | | | | 26 | \$ 5,868 | \$ - | \$ 5,868 |
| 2.2.2 Compare projected and actual land use, growth, and water demand | 2 | | | | 40 | | | | | | | | | | 42 | \$ 9,404 | \$ - | \$ 9,404 |
| 2.2.3 Compare projected and actual project implementation | 2 | | | | 18 | | | | | | | | | | 18 | \$ 4,100 | \$ - | \$ 4,100 |
| 2.3 Document WMP model simulation assumptions, inputs, and results | | | | | | | | | | | | | | | | | | |
| 2.3.1 Provide detailed documentation of model results and pre-processing tools | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - |
| 2.3.2 Meeting to review current model assumptions and pre-processing methodologies | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - |
| 2.4 Document current model calibration results | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - |
| 2.5 Prepare TM - Alternative Plan Assessment and Recommendations | 2 | 2 | | | 8 | | | | | | | | | | 1 | \$ 24 | \$ - | \$ 24 |
| Task 2 Estimated Cost | 16 | 2 | 0 | 0 | \$2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 104 | \$ 23,884 | \$ - | \$ 23,884 |
| Task 3 - Develop Work Plan for Alternative Plan Update | | | | | | | | | | | | | | | | | | |
| 3.1 Evaluate options and identify preferred approach | | | | | | | | | | | | | | | | | | |
| 3.1.1 Report structure / contents | 2 | 2 | | | | | | | | | | | | | 4 | \$ - | \$ - | \$ - |
| 3.1.2 Demand and supply projection update | 2 | | | | 2 | | | | | | | | | | 4 | \$ - | \$ - | \$ - |
| 3.1.3 Model update | | 2 | | | | | | | | | | | | | | | | |
| 3.1.4 DWR Alternative Plan comments | | 2 | | | | | | | | | | | | | | | | |
| 3.2 Establish project milestones and deliverable schedule | | | | | | | | | | | | | | | | | | |
| 3.3 Develop schedule/budgets for internal, project, and GSA deliverable review | 2 | 2 | | | | | | | | | | | | | 1 | \$ 24 | \$ - | \$ 24 |
| 3.4 Prepare TM - Work Plan | 2 | 2 | | | | | | | | | | | | | 1 | \$ 24 | \$ - | \$ 24 |
| Task 3 Estimated Cost | 6 | 8 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | \$ 4,262 | \$ - | \$ 4,262 | |
| Task 4 - Develop and Implement Stakeholder and Public Outreach Plan | | | | | | | | | | | | | | | | | | |
| 4.1 Develop Communication Plan | 4 | 2 | | | | | | | | | | | | | | | | |
| 4.2 Develop and maintain stakeholder list | 1 | | | | | | | | | | | | | | | | | |
| 4.3 Develop website and outreach materials | 8 | 2 | | | | | | | | | | | | | | | | |
| 4.4 Public workshops (quarterly - 8 meetings) | 36 | 18 | | | | | | | | | | | | | | | | |
| 4.5 Targeted outreach to tribes (semi-annual - 5 meetings) | 20 | 8 | | | | | | | | | | | | | | | | |
| 4.6 Outreach and Communication Documentation | 6 | 2 | | | | | | | | | | | | | | | | |
| Task 4 Estimated Cost | 79 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | \$ 344 | \$ - | \$ 344 | |
| Task 5 - Conceptual Model and Data Collection | | | | | | | | | | | | | | | | | | |
| 5.1 Develop conceptual model | | | | | | | | | | | | | | | | | | |
| 5.2 Data collection | | | | | | | | | | | | | | | | | | |
| 5.3 Document current groundwater conditions | | | | | | | | | | | | | | | | | | |
| 5.4 Data analysis | | | | | | | | | | | | | | | | | | |
| 5.5 Identify groundwater Dependent Ecosystems (GDEs) | | | | | | | | | | | | | | | | | | |
| 5.6 Data management | | | | | | | | | | | | | | | | | | |
| 5.7 Data storage | | | | | | | | | | | | | | | | | | |
| Task 5 Estimated Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Task 6 - Model Calibration and Validation | | | | | | | | | | | | | | | | | | |
| 6.1 Model calibration | | | | | | | | | | | | | | | | | | |
| 6.2 Model validation | | | | | | | | | | | | | | | | | | |
| 6.3 Update supply projections | | | | | | | | | | | | | | | | | | |
| 6.4 Model validation | | | | | | | | | | | | | | | | | | |
| 6.5 Model validation | | | | | | | | | | | | | | | | | | |
| 6.6 Model validation | | | | | | | | | | | | | | | | | | |
| 6.7 Model validation | | | | | | | | | | | | | | | | | | |
| 6.8 Model validation | | | | | | | | | | | | | | | | | | |
| 6.9 Model validation | | | | | | | | | | | | | | | | | | |
| Task 6 Estimated Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Task 7 - Final Report and Presentation | | | | | | | | | | | | | | | | | | |
| 7.1 Final report | | | | | | | | | | | | | | | | | | |
| 7.2 Presentation | | | | | | | | | | | | | | | | | | |
| 7.3 Final report | | | | | | | | | | | | | | | | | | |
| 7.4 Presentation | | | | | | | | | | | | | | | | | | |
| Task 7 Estimated Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

Job Name: Alternative Plan Update - Task Order 2
 Client: Coachella Valley Water District, Coachella Water Authority, Desert Water Agency, Indio Water Authority
 Date: 10/7/2019
 Job Number: PROPOSAL

| 2019 Hourly Rates | GRAHAM FOGG AND ASSOCIATES | | | | DAVID J RINGEL | | Total Costs | |
|----------------------------------------------------------------------------------------------|----------------------------|--------------------|---------------------|-----------------|-------------------|--------------------|------------------|-------------------|
| | Graham Fogg \$473 | Eric LaBelle \$256 | Gerald O'Neil \$189 | OFA Labor Hours | OFA Total Costs | David Ringel \$369 | | DJR Total Costs |
| Task 1 - Project Management | | | | | | | | |
| 1.1 Consultant team coordination call | 8 | 4 | 18 | 30 | \$ 8,040 | 12 | \$ 3,855 | \$ 11,895 |
| 1.2 Project coordination call - consultant and CWVD (Monday) | | | | 0 | \$ - | 8 | \$ 2,952 | \$ 2,952 |
| 1.3 GSA meetings (4th Wednesday of month) | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 1.4 Budget tracking, invoicing and progress reports | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 1.5 Call with DWR | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| Task 1 Estimated Cost | 8 | 4 | 18 | 30 | \$ 8,040 | 18 | \$ 6,495 | \$ 14,535 |
| Task 2 - Assess Existing Alternative Plan | | | | | | | | |
| 2.1 Collect data | | | | 0 | \$ - | 4 | \$ 1,476 | \$ 1,476 |
| 2.2 Assess water demand and supply projections | | | | 0 | \$ - | 8 | \$ 2,952 | \$ 2,952 |
| 2.2.1 Compare 2010 WMF projections and assumptions | | | | 0 | \$ - | 4 | \$ 1,476 | \$ 1,476 |
| 2.2.2 Compare projected and actual land use, growth, and water demand | | | | 0 | \$ - | 4 | \$ 1,476 | \$ 1,476 |
| 2.2.3 Compare projected and actual project implementation | | | | 0 | \$ - | 0 | \$ - | \$ - |
| 2.3 Document WMF model simulation assumptions, inputs, and results | | | | 0 | \$ - | 0 | \$ - | \$ - |
| 2.3.1 Provide detailed documentation of model inputs and pre-processing tools | 20 | 68 | 216 | 310 | \$ 88,230 | 40 | \$ 14,760 | \$ 102,990 |
| 2.3.2 Meeting to review current model assumptions and pre-processing methodologies | 6 | 12 | 16 | 38 | \$ 9,858 | 12 | \$ 4,428 | \$ 14,286 |
| 2.4 Document current model calibration results | 8 | 18 | 56 | 80 | \$ 21,780 | 5 | \$ 1,845 | \$ 23,625 |
| 2.5 Prepare TM - Alternative Plan Assessment and Recommendations | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| Task 2 Estimated Cost | 42 | 96 | 288 | 438 | \$ 119,768 | 69 | \$ 24,420 | \$ 144,188 |
| Task 3 - Develop Work Plan for Alternative Plan Update | | | | | | | | |
| 3.1 Evaluate options and identify preferred approach | | | | 0 | \$ - | 0 | \$ - | \$ - |
| 3.1.1 Report structure / contents | | | | 0 | \$ - | 2 | \$ 738 | \$ 738 |
| 3.1.2 Demand and supply projection update | | | | 0 | \$ - | 2 | \$ 738 | \$ 738 |
| 3.1.3 Model update | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 3.1.4 DWR Alternative Plan comments | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 3.2 Establish project milestones and deliverable schedule | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 3.3 Develop schedule/protocols for internal, project, and GSA deliverable review | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 3.4 Prepare TM - Work Plan | | | | 0 | \$ - | 2 | \$ 738 | \$ 738 |
| Task 3 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 22 | \$ 8,000 | \$ 8,000 |
| Task 4 - Develop and Implement Stakeholder and Public Outreach Plan | | | | | | | | |
| 4.1 Develop Communication Plan | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 4.2 Develop and maintain stakeholder list | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 4.3 Develop website and outreach materials | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 4.4 Public workshops (quarterly - 8 meetings) | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 4.5 Targeted outreach to tribes (semi-annual - 5 meetings) | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 4.6 Outreach and Communication Documentation | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| Task 4 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 25 | \$ 9,000 | \$ 9,000 |
| Task 5 - Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions | | | | | | | | |
| 5.1 Develop introduction to basin setting | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.2 Describe basin geometry | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.3 Construct detailed hydrogeologic cross sections | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.4 Document historical and current groundwater conditions | | | | 0 | \$ - | 0 | \$ - | \$ - |
| 5.4.1 Groundwater levels | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.4.2 Groundwater quality | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.4.3 Groundwater pumping | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.4.4 Land subsidence | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.5 Prepare TM Draft Chapter Plan Area, HCM, and Groundwater Cond. | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.6 Identify Groundwater Dependent Ecosystems (GDEs) | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.6.1 Preliminary desktop GDE assessment | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.6.2 GDE field assessment and validation | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 5.6.3 GDE report preparation | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| Task 5 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 25 | \$ 9,000 | \$ 9,000 |
| Task 6 - Water Demand / Water Supply | | | | | | | | |
| 6.1 Update water demand projections | | | | 0 | \$ - | 4 | \$ 1,476 | \$ 1,476 |
| 6.2 Update conservation goals | | | | 0 | \$ - | 4 | \$ 1,476 | \$ 1,476 |
| 6.3 Update water supply projections | | | | 0 | \$ - | 0 | \$ - | \$ - |
| 6.3.1 Imported surface water (SWP, CRW, Transfers) | | | | 0 | \$ - | 4 | \$ 1,476 | \$ 1,476 |
| 6.3.2 Recycled water | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 6.3.3 Groundwater | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 6.4 Evaluate effects of climate change on supply reliability/vulnerability | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 6.5 Identify future shortfalls in water supply | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 6.6 Prepare TM Draft Chapter Water Demand / Water Supply | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| Task 6 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 23 | \$ 8,300 | \$ 8,300 |
| Task 7 - Re-Evaluate Projects and Management Actions | | | | | | | | |
| 7.1 Re-evaluate projects and management actions | | | | 0 | \$ - | 4 | \$ 1,476 | \$ 1,476 |
| 7.2 Evaluate project feasibility, concept design, and costs | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 7.3 Prioritization of Projects and Management Actions | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 7.4 Develop Management Program | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| 7.5 Prepare TM Draft Chapter Projects and Management Actions | | | | 0 | \$ - | 5 | \$ 1,845 | \$ 1,845 |
| Task 7 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 19 | \$ 6,800 | \$ 6,800 |

Proposed Cost Estimate

Item 21.

Job Name: Alternative Plan Update - Task Order 2
 Client: Coachella Valley Water District, Coachella Water Authority, Desert Water Agency, Indio Water Authority
 Date: 10/7/2019
 Job Number: P/FROFOSAL

| 2019 Hourly Rates | TODD GROUNDWATER | | | | | | | | | | | | | | | | TODD Total Costs |
|-----------------------------------------------------------------------------------------|---------------------|-----------------|-----------------|------------------|----------------------|-------------------|--------------------|---------------------|--------------------|---------------------|------------------|-------------------|------------------|----------------------|--------------------|----------------|-------------------|
| | Iris Priestal \$248 | Edwin Lin \$238 | Den Craig \$236 | Kate White \$225 | Mourven Reilly \$229 | Liz Elliott \$225 | Jason Gurdak \$186 | Anber Ritchie \$176 | Chey Mareney \$148 | Mike Weidrich \$125 | Todd Labor Hours | Todd Total Labor | 2% Comm. Fee | Cynthia Obuchi \$115 | Other Direct Costs | 10% Markup Fee | |
| Task 8 - Groundwater Flow Modeling | | | | | | | | | | | | | | | | | |
| 8.1 Complete model update reviews - update datasets and use new GIS pre-processors | | 24 | 150 | | 140 | | | 24 | 32 | 80 | 430 | \$ 87,860 | \$ 1,757 | | | | \$ 89,617 |
| 8.2 Perform baseline historical simulation through WY 2016-19 | | 12 | 40 | | 8 | | | 16 | 18 | 18 | 108 | \$ 20,880 | \$ 417 | | | | \$ 21,297 |
| 8.3 Perform limited local improvements (if needed) | | 12 | 40 | | 32 | | | | | | 84 | \$ 19,220 | \$ 384 | | | | \$ 19,604 |
| 8.4 Develop historical and current water budgets | | | | 16 | | | | | | | 32 | \$ 6,000 | \$ 120 | | | | \$ 6,120 |
| 8.5 Simulate future conditions | | | | | | | | | | | | | | | | | |
| 8.5.1 Define and incorporate future hydrologic and land use conditions | | 20 | 40 | | 80 | | | | 24 | 40 | 204 | \$ 40,360 | \$ 808 | | | | \$ 41,168 |
| 8.5.2 Define and incorporate future projects and implementation schedule | | 40 | 40 | | 24 | | | | 18 | 24 | 144 | \$ 29,320 | \$ 586 | | | | \$ 29,906 |
| 8.5.3 Simulate future baseline and 3 with project scenarios (5 scenarios) | | 40 | 50 | | 40 | | | | 24 | 24 | 208 | \$ 43,280 | \$ 866 | | | | \$ 44,146 |
| 8.5.4 Simulate effects of climate change (1 scenario) | | 8 | 20 | | | | | 16 | | 20 | 84 | \$ 14,760 | \$ 295 | | | | \$ 15,055 |
| 8.5.5 Output future water level and flow budget results | | | 24 | 40 | 4 | | | | | 40 | 132 | \$ 24,220 | \$ 484 | | | | \$ 24,704 |
| 8.6 Prepare TM Draft Chapter Groundwater Modeling Documentation | | 2 | 32 | 50 | 4 | 32 | | | | | 18 | \$ 32,430 | \$ 649 | | | | \$ 33,079 |
| Task 8 Estimated Cost | 2 | 212 | 516 | 8 | 356 | 0 | 16 | 40 | 188 | 244 | 1582 | \$ 318,330 | \$ 6,367 | \$ - | \$ - | \$ - | \$ 324,697 |
| Task 9 - Establish Sustainability Goals and Management Criteria | | | | | | | | | | | | | | | | | |
| 9.1 Establish sustainability criteria and goals | | 12 | 16 | 4 | | | | | | | 34 | \$ 7,910 | \$ 158 | | | | \$ 8,068 |
| 9.2 Evaluate undesirable results | | 12 | 16 | 4 | | | | | | | 34 | \$ 7,910 | \$ 158 | | | | \$ 8,068 |
| 9.3 Assess minimum thresholds | | 12 | 16 | 4 | | | | | | | 34 | \$ 7,910 | \$ 158 | | | | \$ 8,068 |
| 9.4 Identify measurable objectives and interim milestones | | 12 | 16 | 4 | | | | | | | 34 | \$ 7,910 | \$ 158 | | | | \$ 8,068 |
| 9.5 Prepare TM Draft Chapter Sustainability Goals and Criteria | | 8 | 24 | | 2 | | | | | | 36 | \$ 8,830 | \$ 173 | | | | \$ 9,003 |
| Task 9 Estimated Cost | 36 | 88 | 18 | 2 | 0 | 0 | 0 | 0 | 0 | 12 | 8 | \$ 49,278 | \$ 895 | \$ - | \$ - | \$ - | \$ 49,173 |
| Task 10 - Establish Monitoring Plan | | | | | | | | | | | | | | | | | |
| 10.1 Establish representative groundwater monitoring network (levels and water quality) | | 8 | | | | | | | | | 8 | \$ 4,040 | \$ 81 | | | | \$ 4,121 |
| 10.2 Establish surface water, drain, and subsurface monitoring plan | | 8 | | | | | | | | | 8 | \$ 4,040 | \$ 81 | | | | \$ 4,121 |
| 10.3 Prepare TM Draft Chapter Monitoring Plan | | | 16 | | 2 | | | | | | 8 | \$ 5,870 | \$ 117 | | | | \$ 5,987 |
| Task 10 Estimated Cost | 8 | 32 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 24 | 20 | \$ 13,950 | \$ 279 | \$ - | \$ - | \$ - | \$ 14,229 |
| Task 11 - Update Emerging Issues and Plan SWMP Update | | | | | | | | | | | | | | | | | |
| Task 11.1 Assess SWMP status and approach to address RWQCB findings | | 4 | 8 | | | | | | | | | 12 | \$ 2,860 | \$ 57 | | | \$ 2,917 |
| Task 11.2 Identify additional emerging concerns | | | 12 | | | | | | | | | 12 | \$ 2,830 | \$ 56 | | | \$ 2,886 |
| Task 11.3 Prepare TM Draft Chapter Emerging Issues and SWMP Update | | 2 | 16 | | 2 | | | | | | 20 | \$ 4,700 | \$ 94 | | | | \$ 4,794 |
| Task 11 Estimated Cost | 6 | 36 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 44 | \$ 10,390 | \$ 208 | \$ - | \$ - | \$ - | \$ 10,598 |
| Task 12 - Update Plan Implementation | | | | | | | | | | | | | | | | | |
| 12.1 Plan Introduction & Executive Summary | | 8 | 12 | | | | | | | | | 18 | \$ 4,290 | \$ 86 | | | \$ 4,376 |
| 12.2 Plan Implementation | | 8 | 12 | | | | | | | | | 18 | \$ 4,290 | \$ 86 | | | \$ 4,376 |
| 12.3 Prepare Draft Chapter Implementation Plan | | 4 | 12 | | 2 | | | | | | | 18 | \$ 4,250 | \$ 85 | | | \$ 4,335 |
| Task 12 Estimated Cost | 16 | 36 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 54 | \$ 12,830 | \$ 257 | \$ - | \$ - | \$ - | \$ 13,087 |
| Task 13 - Develop and Submit Alternative Plan Update | | | | | | | | | | | | | | | | | |
| 13.1 Outline, Style Guidance & Administrative Record | | | | | | | | | | | | 0 | \$ - | \$ - | | | \$ - |
| 13.2 Prepare Administrative Draft Alternative Plan | | 24 | 40 | 24 | 4 | 4 | | 8 | | | 24 | \$ 30,520 | \$ 610 | | | | \$ 31,130 |
| GSA Review of Administrative Draft Alternative Plan | | | | | | | | | | | | 0 | \$ - | \$ - | | | \$ - |
| 13.3 Prepare Screencheck Draft Alternative Plan | | 2 | 24 | 8 | 4 | | | | | | 4 | \$ 9,950 | \$ 199 | | | | \$ 10,149 |
| GSA Review of Screencheck Draft Alternative Plan | | | | | | | | | | | | 0 | \$ - | \$ - | | | \$ - |
| 13.4 Prepare Draft Alternative Plan | | 2 | 16 | | 2 | | | | | | | 20 | \$ 4,720 | \$ 94 | | | \$ 4,794 |
| Public Review of Draft Alternative Plan (30 days) | | | | | | | | | | | | 0 | \$ - | \$ - | | | \$ - |
| 13.5 Prepare Final Alternative Plan Update | | 16 | 24 | 4 | 4 | | | | | | 12 | \$ 13,620 | \$ 272 | | | | \$ 13,892 |
| Adoption Resolution | | | | | | | | | | | | 0 | \$ - | \$ - | | | \$ - |
| Submit Final Alternative Plan Update to DWR (Jan. 1, 2022) | | | 4 | | | | | | | | | 4 | \$ 840 | \$ 16 | | | \$ 856 |
| Task 13 Estimated Cost | 44 | 108 | 36 | 14 | 4 | 0 | 8 | 0 | 40 | 32 | 296 | \$ 58,730 | \$ 1,195 | \$ - | \$ - | \$ - | \$ 60,925 |
| Total Estimated Cost | 247 | 1254 | 708 | 46 | 394 | 0 | 44 | 120 | 384 | 438 | 3681 | \$ 780,805 | \$ 15,216 | \$ 776 | \$ 7,936 | \$ 795 | \$ 785,542 |
| Project Contingency (\$75,000) | | | | | | | | | | | | | | | | | |
| Total Estimated Cost (+ Contingency) | | | | | | | | | | | | | | | | | |

Job Name: Alternative Plan Update - Task Order 2
 Client: Coachella Valley Water District, Coachella Water Authority, Desert Water Agency, Indio Water Authority
 Date: 10/7/2019
 Job Number: PROPOSAL

| | GRAHAM FOGG AND ASSOCIATES | | | | | DAVID J. RINGEL | | Total Costs |
|-----------------------------------------------------------------------------------------|----------------------------|------------|---------------|-----------------|-------------------|-----------------|------------------|---------------------|
| | Graham Fogg | Eric LaBoe | Gerald O'Neil | GFA Labor Hours | GFA Total Costs | David Ringel | DJR Total Costs | |
| 2019 Hourly Rates | \$475 | \$250 | \$180 | | | \$300 | | |
| Task 8 - Groundwater Flow Modeling | | | | | | | | |
| 8.1 Complete model update reviews - update datasets and use new GIS pre-processors | 8 | 24 | 80 | 112 | \$ 24,200 | | | \$ 113,817 |
| 8.2 Perform baseline historical simulation through WY 2018-19 | 4 | 5 | 32 | 41 | \$ 8,910 | | | \$ 30,187 |
| 8.3 Perform limited local improvements (if needed) | 8 | 16 | 24 | 48 | \$ 12,120 | | | \$ 31,724 |
| 8.4 Develop historical and current water budgets | | | | | | | | \$ 8,120 |
| 8.5 Simulate future conditions | | | | | | | | |
| 8.5.1 Define and incorporate future hydrologic and land use conditions | | | | 0 | \$ - | 4 | \$ 1,200 | \$ 42,388 |
| 8.5.2 Define and incorporate future projects and implementation schedule | | | | 0 | \$ - | | | \$ 29,908 |
| 8.5.3 Simulate future baseline and 3 with-project scenarios (5 scenarios) | | | | 0 | \$ - | | | \$ 44,148 |
| 8.5.4 Simulate effects of climate change (1 scenario) | | | | 0 | \$ - | | | \$ 15,055 |
| 8.5.5 Output future water level and flow budget results | 8 | 16 | 40 | 64 | \$ 15,000 | | | \$ 39,704 |
| 8.6 Prepare TM Draft Chapter Groundwater Modeling Documentation | 5 | 8 | 5 | 24 | \$ 7,240 | | | \$ 41,847 |
| Task 8 Estimated Cost | 36 | 69 | 184 | 288 | \$ 67,470 | 4 | \$ 1,200 | \$ 394,955 |
| Task 9 - Establish Sustainability Goals and Management Criteria | | | | | | | | |
| 9.1 Establish sustainability criteria and goals | | | | 0 | \$ - | | | \$ 10,780 |
| 9.2 Evaluate undesirable results | | | | 0 | \$ - | | | \$ 17,376 |
| 9.3 Assess minimum thresholds | | | | 0 | \$ - | | | \$ 18,872 |
| 9.4 Identify measurable objectives and interim milestones | | | | 0 | \$ - | | | \$ 19,436 |
| 9.5 Prepare TM Draft Chapter Sustainability Goals and Criteria | | | | 0 | \$ - | | | \$ 15,081 |
| Task 9 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 0 | \$ - | \$ 87,427 |
| Task 10 - Establish Monitoring Plan | | | | | | | | |
| 10.1 Establish representative groundwater monitoring network (levels and water quality) | | | | 0 | \$ - | | | \$ 8,249 |
| 10.2 Establish surface water, drain, and subsidence monitoring plan | | | | 0 | \$ - | | | \$ 5,185 |
| 10.3 Prepare TM Draft Chapter Monitoring Plan | | | | 0 | \$ - | | | \$ 7,815 |
| Task 10 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 0 | \$ - | \$ 19,049 |
| Task 11 - Update Emerging Issues and Plan SNMP Update | | | | | | | | |
| Task 11.1 Assess SNMP status and approach to address RWQCB findings | | | | 0 | \$ - | | | \$ 2,817 |
| Task 11.2 Identify additional emerging concerns | | | | 0 | \$ - | | | \$ 2,578 |
| Task 11.3 Prepare TM Draft Chapter Emerging Issues and SNMP Update | | | | 0 | \$ - | | | \$ 6,422 |
| Task 11 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 0 | \$ - | \$ 12,216 |
| Task 12 - Update Plan Implementation | | | | | | | | |
| 12.1 Plan Introduction & Executive Summary | | | | 0 | \$ - | | | \$ 8,484 |
| 12.2 Plan Implementation | | | | 0 | \$ - | | | \$ 8,990 |
| 12.3 Prepare Draft Chapter Implementation Plan | | | | 0 | \$ - | | | \$ 9,819 |
| Task 12 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 0 | \$ - | \$ 28,343 |
| Task 13 - Develop and Submit Alternative Plan Update | | | | | | | | |
| 13.1 Define Style Guidance & Administrative Record | | | | 0 | \$ - | | | \$ 3,724 |
| 13.2 Prepare Administrative Draft Alternative Plan | | | | 0 | \$ - | | | \$ 39,898 |
| GIA Review of Administrative Draft Alternative Plan | | | | 0 | \$ - | | | \$ - |
| 13.3 Prepare Screencheck Draft Alternative Plan | | | | 0 | \$ - | | | \$ 16,987 |
| GIA Review of Screencheck Draft Alternative Plan | | | | 0 | \$ - | | | \$ - |
| 13.4 Prepare Draft Alternative Plan | | | | 0 | \$ - | | | \$ 9,050 |
| Public Review of Draft Alternative Plan (90 days) | | | | 0 | \$ - | | | \$ - |
| 13.5 Prepare Final Alternative Plan Update | | | | 0 | \$ - | | | \$ 24,724 |
| Adoption Resolution | | | | 0 | \$ - | | | \$ - |
| Submit Final Alternative Plan Update to DWR (Jan 1, 2022) | | | | 0 | \$ - | | | \$ 959 |
| Task 13 Estimated Cost | 0 | 0 | 0 | 0 | \$ - | 0 | \$ - | \$ 94,953 |
| Total Estimated Cost | 86 | 169 | 480 | 745 | \$ 171,300 | 108 | \$ 22,400 | \$ 1,480,186 |
| Project Contingency (\$75,000) | | | | | | | | \$ 75,000 |
| Total Estimated Cost (+ Contingency) | | | | | | | | \$ 1,555,186 |



INVOICE

POST OFFICE BOX 1058 COACHELLA, CA 92236 (760) 398-6651

CITY OF COACHELLA Item 21.

AUG 19 2020

Utilities

To: CITY OF COACHELLA
ATTN: CASTULO ESTRADA
1515 SIXTH STREET
COACHELLA, CA 92236

Invoice No: 16559
Date: 8/13/20
Customer No: 143/2847

Type: MS - MISCELLANEOUS

Table with 4 columns: Quantity, Description, Unit Price, Extended Price. Rows include INDIO SUBBASIN with unit prices of 74,469.10 and 74,469.11.

COST SHARE OF THE 2022 ALTERNATIVE PLAN UPDATE FOR THE INDIO SUBBASIN

MN:JN

Vendor information box containing fields for Vendor#, Inv#, ACCT#, Total (\$148,938.21), Date Paid, and Check#.

TOTAL DUE: \$148,938.21

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

Name: CITY OF COACHELLA
Date: 8/13/20
Due Date: 9/14/20
Customer No: 143/2847
Type: MS - MISCELLANEOUS
Invoice No: 16559
Terms: 30 DAYS

Remit and make check payable to:
COACHELLA VALLEY WATER DISTRICT
POST OFFICE BOX 1058
COACHELLA CA 92236

Total Due: \$148,938.21

**Indio Subbasin 2022 Alternative Plan Update
Task Order #2 - Purchase Order #51166**

| Todd Groundwater Invoices | | | | | |
|----------------------------------|-------------------------|-------------|--------------------------------|---------------------|-----------------------|
| Todd Ref. No. | Todd Invoice No. | Date | Period | Amount | Remaining |
| | | | | | \$1,555,186.00 |
| 75004-02 | 75004-02 19 | 11/8/2019 | October 1 - October 31, 2019 | \$3,555.40 | \$1,551,630.60 |
| 75004-02 | 75004-02 119 | 12/8/2019 | November 1 - November 30, 2019 | \$37,371.59 | \$1,514,259.01 |
| 75004-02 | 75004-02 121 | 1/8/2020 | December 1 - December 31, 2019 | \$10,672.45 | \$1,503,586.56 |
| 75004-02 | 75004-02 20 | 2/8/2020 | January 1 - January 31, 2020 | \$85,262.82 | \$1,418,323.74 |
| 75004-02 | 75004-02 220 | 3/8/2020 | February 1 - February 29, 2020 | \$99,737.81 | \$1,318,585.93 |
| 75004-02 | 75004-02 420 | 4/8/2020 | March 1 - March 31, 2020 | \$38,605.15 | \$1,279,980.78 |
| 75004-02 | 75004-02 520 | 5/8/2020 | April 1 - April 30, 2020 | \$105,433.17 | \$1,174,547.61 |
| 75004-02 | 75004-02 620 | 6/8/2020 | May 1 - May 31, 2020 | \$137,121.65 | \$1,037,425.96 |
| 75004-02 | 75004-02 720 | 7/8/2020 | June 1 - June 30, 2020 | \$77,992.80 | \$959,433.16 |
| | | | | | |
| | | | Total | \$595,752.84 | |

| Agency Cost Share | | |
|--------------------------|-----------------------|---------------------|
| Agency | Pro-rata Share | Amount |
| CVWD | 25% | \$148,938.21 |
| CWA | 25% | \$148,938.21 |
| DWA | 25% | \$148,938.21 |
| IWA | 25% | \$148,938.21 |
| | Total | \$595,752.84 |

TODD GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE **INVOICE NO.**
11/8/2019 75004-02 19

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|-------------------------------------------------------------------------------------------------------|---------|--------|----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51159 | | | |
| Edwin Lin | 4 | 235.00 | 940.00 |
| Dan Craig | 10 | 230.00 | 2,300.00 |
| Cindy Maroney | 1.5 | 145.00 | 217.50 |
| Professional Services Subtotal | | | 3,457.50 |
| Communications Fee @ 2% of Professional Services | 3,457.5 | 0.02 | 69.15 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |

October 1 - October 31 \$3,555.40

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.

TODD

GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE 12/8/2019
INVOICE NO. 75004-2 119

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236ou

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Edwin Lin | 20 | 235.00 | 4,700.00 |
| Iris Priestaf | 8 | 245.00 | 1,960.00 |
| Dan Craig | 12.5 | 230.00 | 2,875.00 |
| Cindy Maroney | 4.25 | 145.00 | 616.25 |
| Amber Ritchie | 4.25 | 170.00 | 722.50 |
| Professional Services Subtotal | | | 10,873.75 |
| Communications Fee @ 2% of Professional Services | 10,873.75 | 0.02 | 217.48 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |
| Outside Consultants: Graham E. Fogg & Associates | | 24,655.00 | 24,655.00 |
| Outside Expenses: | | | |
| Airfare travel | | 930.92 | 930.92 |
| Hotel Accommodations | | 327.74 | 327.74 |
| Gas | | 47.38 | 47.38 |
| Lyft Rides | | 14.81 | 14.81 |
| Parking/Toll | | 17.85 | 17.85 |
| Meal(s) | | 112.77 | 112.77 |
| Standard expense fee @ 10% of total Outside Expenses | 1,451.47 | 0.10 | 145.15 |

Nov. 1 - Nov. 30 \$37,371.59

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.

Graham E. Fogg and Associates
 5493 Wildflower Circle
 Carmichael, CA 95608

Invoice

Bill To:

Todd Groundwater

Invoice #: TG19001

Date: 11/7/19

Page: 1

| DATE | DESCRIPTION | AMOUNT |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 11/7/19 | Task 1 Project Management: teleconference calls with Team; review available data and documentation; develop scope of work and estimated costs for updating the management model simulations and to complete documentation for updating the model. | |
| 11/7/19 | October services of Gerald T. O'Neill (18 hrs @ \$180/hr) | \$3,240.00 |
| 11/7/19 | October services of Eweis-LaBolle Hydrologic (5 hrs @ \$250/hr) | \$1,250.00 |
| 11/7/19 | October services of Graham E. Fogg (6 hrs @ \$475/hr) | \$2,850.00 |
| Coachella - Todd Groundwater | | Sales Tax: \$0.00 |
| | | Total Amount: \$7,340.00 |
| | | Amount Applied: \$0.00 |
| | | Balance Due: \$7,340.00 |

Terms: Net 60

Graham E. Fogg and Associates
5493 Wildflower Circle
Carmichael, CA 95608

Invoice

Bill To:

Todd Groundwater

Invoice #: TG19002

Date: 12/7/19

Page: 1

| DATE | DESCRIPTION | AMOUNT |
|------------------------------|-------------------------------------------------------------------------|---------------------------|
| 11/30/19 | Task 2: Document WMP model simulation assumptions, inputs, and results. | |
| 11/30/19 | November services of Gerald T. O'Neill (83 hrs @ \$180/hr) | \$14,940.00 |
| 11/30/19 | November services of Graham E. Fogg (5 hrs @ \$475/hr) | \$2,375.00 |
| Coachella - Todd Groundwater | | Sales Tax: \$0.00 |
| | | Total Amount: \$17,315.00 |
| | | Amount Applied: \$0.00 |
| | | Balance Due: \$17,315.00 |

Terms: Net 60

TODD

GROUNDWATER

2490 Mariner Square Loop, Suite 215
 Alameda, CA 94501
 510/747-6920 Federal ID# 94-2490748

Invoice

DATE **INVOICE NO.**
 1/8/2020 75004-2 121

BILL TO:

Coachella Valley Water District
 P.O. Box 1058
 Coachella, CA 92236ou

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|--------|--------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Edwin Lin | 25.25 | 235.00 | 5,933.75 |
| Dan Craig | 15 | 230.00 | 3,450.00 |
| Cindy Maroney | 7.25 | 145.00 | 1,051.25 |
| Professional Services Subtotal | | | 10,435.00 |
| Communications Fee @ 2% of Professional Services | 10,435 | 0.02 | 208.70 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |

Dec. 1 - Dec. 31 \$10,672.45

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.

TODD GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE **INVOICE NO.**
2/8/2020 75004-2 20

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|--------|-----------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Edwin Lin | 26.25 | 235.00 | 6,168.75 |
| Dan Craig | 23 | 230.00 | 5,290.00 |
| Cindy Maroney | 10.25 | 145.00 | 1,486.25 |
| Professional Services Subtotal | | | 12,945.00 |
| Communications Fee @ 2% of Professional Services | 12,945 | 0.02 | 258.90 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |
| Outside Consultants: Woodard & Curran | | 17,387.67 | 17,387.67 |
| Outside Consultants: Graham E. Fogg & Associates | | 54,642.50 | 54,642.50 |

Jan. 1 - Jan. 31 \$85,262.82

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2427662596*

Edwin Lin
Todd Groundwater, CA
2490 Mariner Square Loop
Suite 215
Alameda, CA 94501

January 28, 2020
Project No: 0011492.02
Invoice No: 172435

Project 0011492.02 TG - CVWMP ALTERNATIVE PLAN UPDATE

Professional Services for the period ending December 27, 2019

Phase 001 Project Management

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------------|-------|--------|----------|------------------------------------|
| Engineer 2 | | | | |
| Lemieux, Jaclyn | .50 | 187.00 | 93.50 | |
| Planner 2 | | | | |
| Poletto, Nicole | 1.00 | 187.00 | 187.00 | |
| Sajor, Jennifer | 16.75 | 187.00 | 3,132.25 | |
| Senior Project Assistant | | | | |
| Daugherty, Lisa | 2.00 | 129.00 | 258.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 10.75 | 282.00 | 3,031.50 | |
| Totals | 31.00 | | 6,702.25 | |
| Labor Total | | | | 6,702.25 |
| | | | | Total this Phase \$6,702.25 |

Phase 002 Assess Existing Alternative Plan

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------|-------|--------|--------|---------------------------------|
| Planner 2 | | | | |
| Sajor, Jennifer | .50 | 187.00 | 93.50 | |
| Totals | .50 | | 93.50 | |
| Labor Total | | | | 93.50 |
| | | | | Total this Phase \$93.50 |

Phase 004 Develop and Implement Stakeholder and Public Outreach Plan

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

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F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2 2427662596 *

| | | | | |
|---------|------------|------------------------------------|---------|--------|
| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | Invoice | 172435 |
|---------|------------|------------------------------------|---------|--------|

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|----------|-----------------|
| Planner 2 | | | | |
| Poletto, Nicole | 7.00 | 187.00 | 1,309.00 | |
| Sajor, Jennifer | 8.25 | 187.00 | 1,542.75 | |
| Project Manager 2 | | | | |
| Ayres, John | 2.00 | 266.00 | 532.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 5.25 | 282.00 | 1,480.50 | |
| Totals | 22.50 | | 4,864.25 | |
| Labor Total | | | | 4,864.25 |

Reimbursable

| | | | | |
|------------------------------|--------------------------|------------------|-------------------------|-------------------|
| Vehicle Expenses | | | | |
| 11/3/2019 Ayres, John | Meet with client | | 70.85 | |
| Travel & Lodging | | | | |
| 11/3/2019 Ayres, John | Meet with client | | 116.62 | |
| Airfare | | | | |
| 11/1/2019 Ayres, John | Meet with client | | 254.98 | |
| Miscellaneous | | | | |
| 12/17/2019 Prickett, Rosalyn | .ORG Domain Registration | | 34.34 | |
| Reimbursable Total | | 1.1 times | 476.79 | 524.47 |
| | | | Total this Phase | \$5,388.72 |

| | | |
|-------|-----|------------------------------------------------------------------------------|
| Phase | 005 | Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions |
|-------|-----|------------------------------------------------------------------------------|

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|-------------------------|-----------------|
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 1.00 | 282.00 | 282.00 | |
| Totals | 1.00 | | 282.00 | |
| Labor Total | | | | 282.00 |
| | | | Total this Phase | \$282.00 |

| | | |
|-------|-----|---------------------------|
| Phase | 006 | Water Demand/Water Supply |
|-------|-----|---------------------------|

Professional Personnel

| | Hours | Rate | Amount |
|---------------------|-------|--------|----------|
| Engineer 2 | | | |
| Lemieux, Jaclyn | 2.00 | 187.00 | 374.00 |
| Planner 2 | | | |
| Sajor, Jennifer | 3.00 | 187.00 | 561.00 |
| Project Planner 1 | | | |
| Johnson, Haley | 1.70 | 221.00 | 375.70 |
| Project Scientist 1 | | | |
| Greco, Warren | 9.00 | 221.00 | 1,989.00 |

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 * 2427662596 *

| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | | Invoice | 172435 |
|------------------------|------------|------------------------------------|---------------------------|----------|--------------------|
| Senior Project Manager | | | | | |
| Prickett, Rosalyn | | 5.75 | 282.00 | 1,621.50 | |
| Totals | | 21.45 | | 4,921.20 | |
| Labor Total | | | | | 4,921.20 |
| | | | Total this Phase | | \$4,921.20 |
| | | | Total this Invoice | | \$17,387.67 |

| Project Summary | Current Fee | Previous Fee | Total |
|-----------------|-------------|--------------|-----------|
| | 17,387.67 | 0.00 | 17,387.67 |

Approved by: 

Rosalyn Prickett, AICP
Senior Water Resources Planner
Woodard & Curran

Graham E. Fogg and Associates
 5493 Wildflower Circle
 Carmichael, CA 95608

Invoice

Bill To:

Todd Groundwater

Invoice #: TG20001

Date: 2/9/20

Page: 1

| DATE | DESCRIPTION | AMOUNT |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 12/31/19 | Task 2: Document WMP model simulation assumptions, inputs, and results. Provide information and participate in conferences as requested. | |
| 12/31/19 | December services of Gerald T. O'Neill (106 hrs @ \$180/hr) | \$19,080.00 |
| 12/31/19 | December services of Graham E. Fogg (6.5 hrs @ \$475/hr) | \$3,087.50 |
| Coachella - Todd Groundwater | | Sales Tax: \$0.00 |
| | | Total Amount: \$22,167.50 |
| | | Amount Applied: \$0.00 |
| | | Balance Due: \$22,167.50 |

Terms: Net 60

Graham E. Fogg and Associates
 5493 Wildflower Circle
 Carmichael, CA 95608

Invoice

Bill To:

Todd Groundwater

Invoice #: TG20002

Date: 2/10/20

Page: 1

| DATE | DESCRIPTION | AMOUNT |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1/31/20 | Tasks 2.3 and 2.4: Document WMP Model Simulation Assumptions, Inputs and Results; Document Current Model Calibration Results | |
| 1/31/20 | January services, Geralt T. O'Neill (105 hrs @ \$180/hr) | \$18,900.00 |
| 1/31/20 | January services, Eweis-LaBolle (22 hrs @ \$250/hr) | \$5,500.00 |
| 1/31/20 | December services, Graham E. Fogg (17 hrs @ \$475/hr) | \$8,075.00 |
| Coachella - Todd Groundwater | | Sales Tax: \$0.00 |
| | | Total Amount: \$32,475.00 |
| | | Amount Applied: \$0.00 |
| | | Balance Due: \$32,475.00 |

Terms: Net 60

TODD

GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE 3/8/2020
INVOICE NO. 75004-2 220

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|---------|-----------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Edwin Lin | 80.75 | 235.00 | 18,976.25 |
| Iris Priestaf | 24.25 | 245.00 | 5,941.25 |
| Dan Craig | 14 | 230.00 | 3,220.00 |
| Amber Ritchie | 8.25 | 170.00 | 1,402.50 |
| Drafting, GIS & Support Services: | | | |
| Mike Wottrich | 14 | 125.00 | 1,750.00 |
| Professional Services Subtotal | | | 31,290.00 |
| Communications Fee @ 2% of Professional Services | 31,290 | 0.02 | 625.80 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |
| Outside Expenses: | | | |
| Airfare travel | | 649.92 | 649.92 |
| Hotel Accommodations | | 481.91 | 481.91 |
| Car Rental and Gas (\$188.61 car and \$29.31 gas) | | 217.92 | 217.92 |
| Meal(s) | | 256.15 | 256.15 |
| Parking/Toll | | 35.70 | 35.70 |
| Standard expense fee @ 10% of total Outside Expenses | 1,641.6 | 0.10 | 164.16 |
| Outside Consultants: Woodard & Curran | | 65,987.50 | 65,987.50 |

Feb. 1 - Feb. 29 \$99,737.81

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
**211274450 ** 2427662596 **

Edwin Lin
Todd Groundwater, CA
2490 Mariner Square Loop
Suite 215
Alameda, CA 94501

March 19, 2020
Project No: 0011492.02
Invoice No: 173495

Project 0011492.02 TG - CVWMP ALTERNATIVE PLAN UPDATE

Professional Services for the period ending February 28, 2020

Phase 001 Project Management

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|-----------|-------------------------------------|
| Planner 2 | | | | |
| Poletto, Nicole | 4.50 | 187.00 | 841.50 | |
| Sajor, Jennifer | 22.25 | 187.00 | 4,160.75 | |
| Project Assistant | | | | |
| Sindermann, Jennifer | 2.25 | 110.00 | 247.50 | |
| Project Manager 2 | | | | |
| Ayes, John | 1.00 | 266.00 | 266.00 | |
| Project Scientist 1 | | | | |
| Greco, Warren | 6.00 | 221.00 | 1,326.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 11.50 | 282.00 | 3,243.00 | |
| Totals | 47.50 | | 10,084.75 | |
| Labor Total | | | | 10,084.75 |
| | | | | Total this Phase \$10,084.75 |

Phase 003 Develop Work Plan for Alternative Plan Update

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|--------|----------------------------------|
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 1.00 | 282.00 | 282.00 | |
| Totals | 1.00 | | 282.00 | |
| Labor Total | | | | 282.00 |
| | | | | Total this Phase \$282.00 |

Phase 004 Develop and Implement Stakeholder and Public Outreach Plan

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2 2427662596 *

| | | | | |
|---------|------------|------------------------------------|---------|--------|
| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | Invoice | 173495 |
|---------|------------|------------------------------------|---------|--------|

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|--------|--------|-------------------------|--------------------|
| Engineer 2 | | | | |
| Diaz, Andres | 13.00 | 187.00 | 2,431.00 | |
| Engineer 3 | | | | |
| Lee, Elisa | 4.50 | 212.00 | 954.00 | |
| Graphic Artist | | | | |
| Fox, Adam | 13.00 | 118.00 | 1,534.00 | |
| Gustafson, Michael | 3.00 | 118.00 | 354.00 | |
| Planner 1 | | | | |
| Stine, Melissa | 5.00 | 162.00 | 810.00 | |
| Planner 2 | | | | |
| Poletto, Nicole | 19.00 | 187.00 | 3,553.00 | |
| Sajor, Jennifer | 31.50 | 187.00 | 5,890.50 | |
| Project Assistant | | | | |
| Astete Vasquez, Rachel | 1.25 | 110.00 | 137.50 | |
| Project Manager 2 | | | | |
| Ayes, John | 2.00 | 266.00 | 532.00 | |
| Project Scientist 1 | | | | |
| Greco, Warren | 5.00 | 221.00 | 1,105.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 24.75 | 282.00 | 6,979.50 | |
| Totals | 122.00 | | 24,280.50 | |
| Labor Total | | | | 24,280.50 |
| | | | Total this Phase | \$24,280.50 |

Phase 005 Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------|-------|--------|-------------------------|-------------------|
| Engineer 1 | | | | |
| Hill, Alexandra | 5.00 | 162.00 | 810.00 | |
| Project Manager 1 | | | | |
| Medlin, William | 24.50 | 251.00 | 6,149.50 | |
| Totals | 29.50 | | 6,959.50 | |
| Labor Total | | | | 6,959.50 |
| | | | Total this Phase | \$6,959.50 |

Phase 006 Water Demand/Water Supply

Professional Personnel

| | Hours | Rate | Amount |
|--------------|-------|--------|--------|
| Engineer 2 | | | |
| Roy, Zachary | 3.00 | 187.00 | 561.00 |

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2427662596*

| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | | Invoice | 173495 |
|------------------------|------------|------------------------------------|--------|---------------------------|--------------------|
| Planner 2 | | | | | |
| Sajor, Jennifer | | 13.75 | 187.00 | 2,571.25 | |
| Project Scientist 1 | | | | | |
| Greco, Warren | | 92.00 | 221.00 | 20,332.00 | |
| Senior Project Manager | | | | | |
| Prickett, Rosalyn | | 3.25 | 282.00 | 916.50 | |
| Totals | | 112.00 | | 24,380.75 | |
| Labor Total | | | | | 24,380.75 |
| | | | | Total this Phase | \$24,380.75 |
| | | | | Total this Invoice | \$65,987.50 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|------------------|
| 172435 | 1/28/2020 | 17,387.67 |
| Total | | 17,387.67 |

| Project Summary | Current Fee | Previous Fee | Total |
|-----------------|-------------|--------------|-----------|
| | 65,987.50 | 17,387.67 | 83,375.17 |

Approved by: 

Rosalyn Prickett, AICP
Senior Water Resources Planner
Woodard & Curran

TODD

GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE 4/8/2020
INVOICE NO. 75004-2 420

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|--------|--------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Edwin Lin | 31 | 235.00 | 7,285.00 |
| Dan Craig | 25 | 230.00 | 5,750.00 |
| Amber Ritchie | 48.25 | 170.00 | 8,202.50 |
| Arden Wells | 86.75 | 140.00 | 12,145.00 |
| Drafting, GIS & Support Services: | | | |
| Mike Wottrich | 27.5 | 125.00 | 3,437.50 |
| Alain Boutefeu | 8 | 125.00 | 1,000.00 |
| Professional Services Subtotal | | | 37,820.00 |
| Communications Fee @ 2% of Professional Services | 37,820 | 0.02 | 756.40 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |

Mar 1 - Mar 31 \$38,605.15

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.

TODD GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE **INVOICE NO.**
5/8/2020 75004-2 520

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|----------|-----------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Task 1: Project Management | | | |
| Iris Priestaf | 1.25 | 245.00 | 306.25 |
| Edwin Lin | 12 | 235.00 | 2,820.00 |
| Dan Craig | 5 | 230.00 | 1,150.00 |
| Professional Services Subtotal: \$4,276.25 | | | |
| Communications Fee @ 2% of Professional Services | 4,276.25 | 0.02 | 85.53 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |
| Outside Consultants: Woodard & Curran | | 5,458.00 | 5,458.00 |
| Outside Consultants: David J. Ringel | | 1,800.00 | 1,800.00 |
| Total Task 1: \$11,648.53 | | | |
| Task 2: Assess Existing Alternative Plan | | | |
| Edwin Lin | 10 | 235.00 | 2,350.00 |
| Dan Craig | 10 | 230.00 | 2,300.00 |
| Professional Services Subtotal: \$4,650.00 | | | |
| Communications Fee @ 2% of Professional Services | 4,650 | 0.02 | 93.00 |
| Outside Consultants: Woodard & Curran | | 6,359.50 | 6,359.50 |
| Outside Consultants: David J. Ringel | | 18,082.38 | 18,082.38 |
| Total Task 2: \$29,184.88 | | | |
| Task #4: Develop and Implement Stakeholder and Public Outreach Plan | | | |
| Outside Consultants: Woodard & Curran | | 3,320.75 | 3,320.75 |
| Total Task #4: \$3,320.75 | | | |

TODD

GROUNDWATER

2490 Mariner Square Loop, Suite 215
 Alameda, CA 94501
 510/747-6920 Federal ID# 94-2490748

Invoice

DATE **INVOICE NO.**
 5/8/2020 75004-2 520

BILL TO:

Coachella Valley Water District
 P.O. Box 1058
 Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| Task #5: Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions | | | |
| Edwin Lin | 10 | 235.00 | 2,350.00 |
| Liz Elliott | 1.25 | 225.00 | 281.25 |
| Amber Ritchie | 40.5 | 170.00 | 6,885.00 |
| Arden Wells | 73 | 140.00 | 10,220.00 |
| Drafting, GIS & Support Services: | | | |
| Mike Wottrich | 4 | 125.00 | 500.00 |
| Professional Services Subtotal: \$20,236.25 | | | |
| Communications Fee @ 2% of Professional Services | 20,236.25 | 0.02 | 404.73 |
| Total Task #5: \$20,640.98 | | | |
| Task #6: Water Demand / Water Supply | | | |
| Outside Consultants: Woodard & Curran | | 16,059.25 | 16,059.25 |
| Outside Consultants: David J Ringel | | 1,410.00 | 1,410.00 |
| Total Task #6: \$17,469.25 | | | |
| Task #8: Groundwater Flow Monitoring | | | |
| Edwin Lin | 19.75 | 235.00 | 4,641.25 |
| Dan Craig | 66 | 230.00 | 15,180.00 |
| Arden Wells | 14.5 | 140.00 | 2,030.00 |
| Professional Services Subtotal: \$21,851.25 | | | |
| Communications Fee @ 2% of Professional Services | 21,851.25 | 0.02 | 437.03 |
| Total Task #8: \$22,288.28 | | | |
| Task #13: Develop and Submit Alternative Plan Update | | | |
| Outside Consultants: Woodard & Curran | | 880.50 | 880.50 |
| Total Task #13: \$880.50 | | | |

Apr 1 - Apr 30 \$105,433.17

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2 2427662596 *

Edwin Lin
Todd Groundwater, CA
2490 Mariner Square Loop
Suite 215
Alameda, CA 94501

April 23, 2020
Project No: 0011492.02
Invoice No: 175634

Project 0011492.02 TG - CVWMP ALTERNATIVE PLAN UPDATE

Professional Services for the period ending March 27, 2020

Phase 001 Project Management

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|----------|-------------------------|
| Planner 2 | | | | |
| Sajor, Jennifer | 17.50 | 187.00 | 3,272.50 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 7.75 | 282.00 | 2,185.50 | |
| Totals | 25.25 | | 5,458.00 | |
| Labor Total | | | | 5,458.00 |
| | | | | Total this Phase |
| | | | | \$5,458.00 |

Phase 002 Assess Existing Alternative Plan

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|----------|-------------------------|
| Planner 2 | | | | |
| Sajor, Jennifer | 29.25 | 187.00 | 5,469.75 | |
| Scientist 2 | | | | |
| Valenzuela, George | 3.25 | 187.00 | 607.75 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 1.00 | 282.00 | 282.00 | |
| Totals | 33.50 | | 6,359.50 | |
| Labor Total | | | | 6,359.50 |
| | | | | Total this Phase |
| | | | | \$6,359.50 |

Phase 004 Develop and Implement Stakeholder and Public Outreach Plan

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 * 2427662596 *

Project 0011492.02 TG - CVWMP ALTERNATIVE PLAN UPDATE Invoice 175634

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|----------|------------------------------------|
| Engineer 1 | | | | |
| Davis, Allyson | 3.00 | 162.00 | 486.00 | |
| Planner 2 | | | | |
| Poletto, Nicole | 3.00 | 187.00 | 561.00 | |
| Sajor, Jennifer | 5.75 | 187.00 | 1,075.25 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 4.25 | 282.00 | 1,198.50 | |
| Totals | 16.00 | | 3,320.75 | |
| Labor Total | | | | 3,320.75 |
| | | | | Total this Phase \$3,320.75 |

Phase 006 Water Demand/Water Supply

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|-----------|-------------------------------------|
| Planner 2 | | | | |
| Sajor, Jennifer | 17.25 | 187.00 | 3,225.75 | |
| Project Scientist 1 | | | | |
| Greco, Warren | 48.50 | 221.00 | 10,718.50 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 7.50 | 282.00 | 2,115.00 | |
| Totals | 73.25 | | 16,059.25 | |
| Labor Total | | | | 16,059.25 |
| | | | | Total this Phase \$16,059.25 |

Phase 013 Develop and Submit Alternative Plan Update

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------------|-------|--------|--------|---------------------------------------|
| Senior Project Assistant | | | | |
| Daugherty, Lisa | 3.00 | 129.00 | 387.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 1.75 | 282.00 | 493.50 | |
| Totals | 4.75 | | 880.50 | |
| Labor Total | | | | 880.50 |
| | | | | Total this Phase \$880.50 |
| | | | | Total this Invoice \$32,078.00 |

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2 2427662596 **

| | | | | |
|---------|------------|------------------------------------|---------|--------|
| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | Invoice | 175634 |
|---------|------------|------------------------------------|---------|--------|

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|------------------|
| 172435 | 1/28/2020 | 17,387.67 |
| 173495 | 3/19/2020 | 65,987.50 |
| Total | | 83,375.17 |

| | Current Fee | Previous Fee | Total |
|------------------------|------------------|------------------|-------------------|
| Project Summary | 32,078.00 | 83,375.17 | 115,453.17 |

Approved by:

Rosalyn Prickett, AICP
Senior Water Resources Planner
Woodard & Curran

David J Ringel, PE
Consulting Engineer

INVOICE

TODD GROUNDWATER
2490 Mariner Square Loop, Suite 215
Alameda, CA 94501-1080
Attn: Accounts Payable, Edwin Lin

Invoice Date: 7-Apr-2020
Invoice Number: 65

Description:

For Professional Services rendered from: 22-Oct-2019 through 4-Apr-2020

In accordance with Agreement For Professional Services dated 22 October, 2019 between Todd Groundwater and David J. Ringel, PE, Consulting Engineer

Project No. TGW-1
Todd GW Client: Coachella Valley Water District
Todd GW Project Name: Indio Subbasin Alternative Plan Five-Year Update
Todd GW Project Number: NA
Services Performed: Participate in three team conference calls; participate in one GSA conference call; acquire previous project files from Stantec servers, prepare planning documentation tech memo; assist with annual report files and assumptions; respond to questions on planning assumptions.

Time Charges

| Professional Classification | Staff Name | Hours | Rate | Amount |
|-----------------------------|-----------------|-------|-----------|---------------------|
| Principal Engineer | David J. Ringel | 70.7 | \$ 300.00 | \$ 21,210.00 |
| Total Time Charges | | | | \$ 21,210.00 |

Expenses

| Expense Type | Units | Rate | Amount |
|-----------------------|-------|----------|-----------------|
| Mileage | 28 | \$ 0.580 | \$ 16.24 |
| Meals | | | \$ - |
| Parking | | | \$ - |
| Supplies | | | \$ 66.14 |
| Total Expenses | | | \$ 82.38 |

Total Invoiced Amount \$ 21,292.38

| | |
|-------------------------------|---------------------|
| Task Order Amount | \$ 32,400.00 |
| Previously Invoiced | \$ - |
| Current Invoice | \$ 21,292.38 |
| Total Invoiced To Date | \$ 21,292.38 |
| Remaining Task Order Amount | \$ 11,107.62 |
| Amount Paid to Date | \$ - |
| Unpaid Amount Due | \$ 21,292.38 |

Remittance Detail

Please Remit to:

David J. Ringel
1311 J Lee Circle
Glendale, CA, 91208
djringel@ringelengineering.com

Please Reference Invoice Number with Payment

Invoice Number: 65
Invoice Date: 7-Apr-2020
Total Amount Due: \$ 21,292.38
Payment Due by: 7-May-2020

TODD GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE INVOICE NO.
6/8/2020 75004-2 620

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|-------|-----------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Task 1: Project Management | | | |
| Edwin Lin | 10 | 235.00 | 2,350.00 |
| Professional Services Subtotal: \$2,350.00 | | | |
| Communications Fee @ 2% of Professional Services | 2,350 | 0.02 | 47.00 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |
| Outside Consultants: Woodard & Curran | | 11,115.50 | 11,115.50 |
| Outside Consultants: Graham Fogg & Associates | | 2,800.00 | 2,800.00 |
| Outside Consultants: David J Ringel | | 3,000.00 | 3,000.00 |
| Total Task 1: \$19,341.25 | | | |
| Task 2: Assess Existing Alternative Plan (DWR Category AC Task 1a) | | | |
| Outside Consultants: Woodard & Curran | | 7,043.25 | 7,043.25 |
| Outside Consultants: Graham Fogg & Associates | | 14,305.00 | 14,305.00 |
| Outside Consultants: David J Ringel | | 1,800.00 | 1,800.00 |
| Total Task 2: \$23,148.25 | | | |
| Task 4: Implement Stakeholder and Public Outreach Plan | | | |
| Iris Priestaf | 3 | 245.00 | 735.00 |
| Edwin Lin | 30 | 235.00 | 7,050.00 |
| Professional Services Subtotal: \$7,785.00 | | | |
| Communications Fee @ 2% of Professional Services | 7,785 | 0.02 | 155.70 |
| Outside Consultants: Woodard & Curran | | 14,991.50 | 14,991.50 |
| Outside Consultants: David J. Ringel | | 4,740.00 | 4,740.00 |
| Total Task 4: \$27,672.20 | | | |

May 1 - May 31

TODD

GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE INVOICE NO.
6/8/2020 75004-2 620

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|--------------------------------------------------|--------|-----------|-----------|
| Task 5 - Hydrogeologic Conceptual Model | | | |
| Edwin Lin | 6 | 235.00 | 1,410.00 |
| Amber Ritchie | 46 | 170.00 | 7,820.00 |
| Arden Wells | 14.5 | 140.00 | 2,030.00 |
| Drafting, GIS & Support Services: | | | |
| Mike Wottrich | 27 | 125.00 | 3,375.00 |
| Professional Services Subtotal: \$14,635.00 | | | |
| Communications Fee @ 2% of Professional Services | 14,635 | 0.02 | 292.70 |
| Outside Consultants: Woodard & Curran | | 5,710.50 | 5,710.50 |
| Total 5: \$20,638.20 | | | |
| Task 6: Water Demand/Water Supply | | | |
| Outside Consultants: Woodard & Curran | | 15,844.75 | 15,844.75 |
| Total Task 6: \$15,844.75 | | | |
| Task 8 - Groundwater Flow Modeling | | | |
| Edwin Lin | 10 | 235.00 | 2,350.00 |
| Dan Craig | 80 | 230.00 | 18,400.00 |
| Arden Wells | 40 | 140.00 | 5,600.00 |
| Professional Services Subtotal: \$26,350.00 | | | |
| Communications Fee @ 2% of Professional Services | 26,350 | 0.02 | 527.00 |
| Outside Consultants: David J. Ringel | | 3,600.00 | 3,600.00 |
| Total Task 8: \$30,477.00 | | | |

May 1 - May 31 \$137,121.65

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2 2427662596*

Edwin Lin
Todd Groundwater, CA
2490 Mariner Square Loop
Suite 215
Alameda, CA 94501

June 24, 2020
Project No: 0011492.02
Invoice No: 177850

Project 0011492.02 TG - CVWMP ALTERNATIVE PLAN UPDATE

Professional Services for the period ending May 29, 2020

Phase 001 Project Management

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|-----------|------------------------------|
| Planner 2 | | | | |
| Poletto, Nicole | 3.75 | 187.00 | 701.25 | |
| Sajor, Jennifer | 13.75 | 187.00 | 2,571.25 | |
| Project Assistant | | | | |
| Sindermann, Jennifer | 2.00 | 110.00 | 220.00 | |
| Project Manager 2 | | | | |
| Ayes, John | 3.00 | 266.00 | 798.00 | |
| Project Scientist 1 | | | | |
| Greco, Warren | 6.00 | 221.00 | 1,326.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 19.50 | 282.00 | 5,499.00 | |
| Totals | 48.00 | | 11,115.50 | |
| Labor Total | | | | 11,115.50 |
| | | | | Total this Phase \$11,115.50 |

Phase 002 Assess Existing Alternative Plan

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|----------|--|
| Planner 1 | | | | |
| Stine, Melissa | 3.50 | 162.00 | 567.00 | |
| Planner 2 | | | | |
| Sajor, Jennifer | 18.00 | 187.00 | 3,366.00 | |
| Project Assistant | | | | |
| Astete Vasquez, Rachel | 11.75 | 110.00 | 1,292.50 | |
| Project Planner 1 | | | | |
| Johnson, Sally | .25 | 221.00 | 55.25 | |

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2 2427662596*

| | | | | |
|---------|------------|------------------------------------|---------|--------|
| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | Invoice | 177850 |
|---------|------------|------------------------------------|---------|--------|

| | | | | |
|---------------------------------------------|-------|--------|----------|-------------------|
| Senior Project Manager Prickett, Rosalyn | 6.25 | 282.00 | 1,762.50 | |
| Totals | 39.75 | | 7,043.25 | |
| Labor Total | | | | 7,043.25 |
| Total this Phase | | | | \$7,043.25 |

| | | |
|-------|-----|------------------------------------------------------------|
| Phase | 004 | Develop and Implement Stakeholder and Public Outreach Plan |
|-------|-----|------------------------------------------------------------|

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|-----------|--------------------|
| Intern | | | | |
| Nguyen, Leanna | 1.50 | 110.00 | 165.00 | |
| Planner 1 | | | | |
| Stine, Melissa | 2.00 | 162.00 | 324.00 | |
| Planner 2 | | | | |
| Poletto, Nicole | 33.00 | 187.00 | 6,171.00 | |
| Sajor, Jennifer | 2.50 | 187.00 | 467.50 | |
| Project Manager 2 | | | | |
| Ayres, John | 2.00 | 266.00 | 532.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 26.00 | 282.00 | 7,332.00 | |
| Totals | 67.00 | | 14,991.50 | |
| Labor Total | | | | 14,991.50 |
| Total this Phase | | | | \$14,991.50 |

| | | |
|-------|-----|------------------------------------------------------------------------------|
| Phase | 005 | Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions |
|-------|-----|------------------------------------------------------------------------------|

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|----------|-------------------|
| Project Manager 1 | | | | |
| Medlin, William | 20.50 | 251.00 | 5,145.50 | |
| Scientist 3 | | | | |
| Marcotte, Clayton | 2.00 | 212.00 | 424.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | .50 | 282.00 | 141.00 | |
| Totals | 23.00 | | 5,710.50 | |
| Labor Total | | | | 5,710.50 |
| Total this Phase | | | | \$5,710.50 |

| | | |
|-------|-----|---------------------------|
| Phase | 006 | Water Demand/Water Supply |
|-------|-----|---------------------------|

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2 2427662596 *

| | | | | |
|---------|------------|------------------------------------|---------|--------|
| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | Invoice | 177850 |
|---------|------------|------------------------------------|---------|--------|

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|---------------------------|-----------|--------------------|
| Engineer 1 | | | | |
| Davis, Allyson | .50 | 162.00 | 81.00 | |
| Planner 2 | | | | |
| Sajor, Jennifer | 23.25 | 187.00 | 4,347.75 | |
| Project Scientist 1 | | | | |
| Greco, Warren | 44.00 | 221.00 | 9,724.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 6.00 | 282.00 | 1,692.00 | |
| Totals | 73.75 | | 15,844.75 | |
| Labor Total | | | | 15,844.75 |
| | | Total this Phase | | \$15,844.75 |
| | | Total this Invoice | | \$54,705.50 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|------------------|
| 175634 | 4/23/2020 | 32,078.00 |
| Total | | 32,078.00 |

| Project Summary | Current Fee | Previous Fee | Total |
|-----------------|-------------|--------------|------------|
| | 54,705.50 | 115,453.17 | 170,158.67 |

Approved by:

Rosalyn Prickett, AICP
Senior Water Resources Planner
Woodard & Curran

Graham E. Fogg and Associates
 5493 Wildflower Circle
 Carmichael, CA 95608

Invoice

Bill To:

Todd Groundwater

Invoice #: TG20003

Date: 5/12/20

Page: 1

| DATE | DESCRIPTION | AMOUNT |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 4/30/20 | Task 2: Document WMP model simulation assumptions, inputs and results. Provide information and participate in meetings as requested. | |
| 4/30/20 | February-April services of Gerald T. O'Neill (71 hrs@ \$180/hr) | \$12,780.00 |
| 4/30/20 | February-April services of Eweis-LaBolle Hydrologic Assoc. (4 hrs@\$250/hr) | \$1,000.00 |
| 4/30/20 | February-April services of Graham E. Fogg (7 hrs@ \$475/hr) | \$3,325.00 |
| Coachella - Todd Groundwater | | Sales Tax: \$0.00 |
| | | Total Amount: \$17,105.00 |
| | | Amount Applied: \$0.00 |
| | | Balance Due: \$17,105.00 |

Terms: Net 60

GERALD T. O'NEILL, PG, CHG



April 28, 2020

**Attorney-Client
Privileged Information**

Graham E. Fogg, Ph.D.
Graham E. Fogg and Associates
6825 Sutter Ave
Carmichael CA 95608

INVOICE FOR CONSULTING SERVICES: GEF-3-2020

Project: CVWD (Todd Groundwater)

| Project | Time Period | Labor Hours* | Expenses |
|----------------|--------------|--------------|----------|
| Todd GW Task 2 | FEB-APR 2020 | 71 | 0.00 |

Additional details are provided below. Please contact me if you need more information.

| Labor Task | Hours |
|-----------------------------------------------------------------------|-----------|
| 2.3.1 Provide documentation of model inputs and pre-processing tools. | 6 |
| 2.3.2 Provide support on current model assumptions and methodologies | 12 |
| 2.4 Document current model calibration results. | 53 |
| Total Hours | 71 |

| Expense | Cost |
|------------------------------|-------------|
| Direct Expenses | 0.00 |
| Travel Expenses for Meetings | 0.00 |
| Total Expenses | 0.00 |

Please remit to:

Gerald O'Neill
3018 Hortaleza Pl
Davis, CA 95618
Tel 650.248.8306

* Billing rate is \$155 per hour.

| | |
|-------------------------------------|---------------------|
| Eweis-LaBolle Hydrologic Associates | |
| 1927 El Dorado Place | |
| Davis, CA 95616 | |
| 530-753-8999 | |
| emlabolle@gmail.com | |
| emlabolle@hydrologicsciences.org | |
| Period | Apr 2020 |
| Project | CVWD-Model |
| Task | 2.3.1 |
| <u>Personnel</u> | <u>Hours</u> |
| LaBolle | 4 |
| Total | 4 |

David J Ringel, PE
Consulting Engineer

INVOICE

TODD GROUNDWATER
2490 Mariner Square Loop, Suite 215
Alameda, CA 94501-1080
Attn: Accounts Payable, Edwin Lin

Invoice Date: 6-Jun-2020
Invoice Number: 67

Description:

For Professional Services rendered from: 5-Apr-2020 through 5-Jun-2020

In accordance with Agreement For Professional Services dated 22 October, 2019 between Todd Groundwater and David J. Ringel, PE, Consulting Engineer, as amend via email dated 29 May, 2020.

Project No. TGW-1.1
Todd GW Client: Coachella Valley Water District
Todd GW Project Name: Indio Subbasin Alternative Plan Five-Year Update (Amendment 1)
Todd GW Project Number: NA
Services Performed: Respond to Todd GW and Woodard & Curran questions on historical ag demands, production data, and wastewater flows; update comparison of 2010-2019 planning vs actual data; compile drain and wastewater flow data for Jerry O'Neill; participate in seven conference calls with team members.

Time Charges

| Professional Classification | Staff Name | Hours | Rate | Amount |
|-----------------------------|-----------------|-------|-----------|---------------------|
| Principal Engineer | David J. Ringel | 43.8 | \$ 300.00 | \$ 13,140.00 |
| Total Time Charges | | | | \$ 13,140.00 |

Total Invoiced Amount \$ 13,140.00

| | |
|-----------------------------|---------------------|
| Task Order Amount | \$ 42,400.00 |
| Previously Invoiced | \$ 21,292.38 |
| Current Invoice | \$ 13,140.00 |
| Total Invoiced To Date | \$ 34,432.38 |
| Remaining Task Order Amount | \$ 7,967.62 |
| Amount Paid to Date | \$ - |
| Unpaid Amount Due | \$ 34,432.38 |

Remittance Detail

Please Remit to:

David J. Ringel
1311 J Lee Circle
Glendale, CA, 91208
diringel@ringelengineering.com

Please Reference Invoice Number with Payment

Invoice Number: 67
Invoice Date: 6-Jun-2020
Total Amount Due: \$ 34,432.38
Payment Due by: 6-Jul-2020

TODD GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE: 7/8/2020
INVOICE NO.: 75004-2 720

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|-------|-----------|-----------|
| Professional Services in connection with the 2022 Indio Subbasin Alternative Plan Update PO #51166 | | | |
| Task 1: Project Management | | | |
| Edwin Lin | 20 | 235.00 | 4,700.00 |
| Iris Priestaf | 2 | 245.00 | 490.00 |
| Professional Services Subtotal: \$5,190.00 | | | |
| Communications Fee @ 2% of Professional Services | 5,190 | 0.02 | 103.80 |
| Administrative/Secretarial: | | | |
| Cynthia Obuchi | 0.25 | 115.00 | 28.75 |
| Outside Consultants: Woodard & Curran | | 5,494.50 | 5,494.50 |
| Outside Consultants: Graham Fogg & Associates | | 1,080.00 | 1,080.00 |
| Total Task 1: \$11,897.05 | | | |
| Task 2: Assess Existing Alternative Plan (DWR Category AC Task 1a) | | | |
| Edwin Lin | 2 | 235.00 | 470.00 |
| Professional Services Subtotal: \$470.00 | | | |
| Communications Fee @ 2% of Professional Services | 470 | 0.02 | 9.40 |
| Outside Consultants: Woodard & Curran | | 1,679.75 | 1,679.75 |
| Outside Consultants: Graham Fogg & Associates | | 10,785.00 | 10,785.00 |
| Total Task 2: \$12,944.15 | | | |
| Task 3: Develop Work Plan for Alternative Plan Update (DWR) | | | |
| Edwin Lin | 4 | 235.00 | 940.00 |

June 1 - June 30

TODD

GROUNDWATER

2490 Mariner Square Loop, Suite 215
 Alameda, CA 94501
 510/747-6920 Federal ID# 94-2490748

Invoice

DATE 7/8/2020
INVOICE NO. 75004-2 720

BILL TO:

Coachella Valley Water District
 P.O. Box 1058
 Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|---------------------------------------------------------|-------|----------|----------|
| Professional Service Subtotal: \$940.00 | | | |
| Communications Fee @ 2% of Professional Services | 940 | 0.02 | 18.80 |
| Outside Consultants: Woodard & Curran | | 656.00 | 656.00 |
| Total Task 3: \$1,614.80 | | | |
| Task 4 - Implement Stakeholder and Public Outreach Plan | | | |
| Outside Consultants: Woodard & Curran | | 187.00 | 187.00 |
| Total Task 4: \$187.00 | | | |
| Task 5 - Hydrogeologic Conceptual Model | | | |
| Edwin Lin | 5 | 235.00 | 1,175.00 |
| Amber Ritchie | 24 | 170.00 | 4,080.00 |
| Arden Wells | 24 | 140.00 | 3,360.00 |
| Professional Service Subtotal: \$8,615.00 | | | |
| Communications Fee @ 2% of Professional Services | 8,615 | 0.02 | 172.30 |
| Outside Consultants: Woodard & Curran | | 2,962.75 | 2,962.75 |
| Total Task 5: \$11,750.05 | | | |
| Task 6: Water Demand/Water Supply | | | |
| Outside Consultants: Woodard & Curran | | 7,889.75 | 7,889.75 |
| Total Task 6: \$7,889.75 | | | |
| Task 8 - Groundwater Flow Modeling | | | |
| Edwin Lin | 10 | 235.00 | 2,350.00 |

June 1 - June 30

TODD GROUNDWATER

2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510/747-6920 Federal ID# 94-2490748

Invoice

DATE **INVOICE NO.**
7/8/2020 75004-2 720

BILL TO:

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Project No: 75004-02-Indio Subbasin Alt.

| DESCRIPTION | HOURS | RATE | AMOUNT |
|----------------------------------------------------|--------|-----------|-----------|
| Dan Craig | 40 | 230.00 | 9,200.00 |
| Arden Wells | 20 | 140.00 | 2,800.00 |
| Maureen Reilly | 14 | 225.00 | 3,150.00 |
| Drafting, GIS & Support Services: Mike Wottrich | 24 | 125.00 | 3,000.00 |
| Professional Services Subtotal: \$20,500.00 | | | |
| Communications Fee @ 2% of Professional Services | 20,500 | 0.02 | 410.00 |
| Outside Consultants: Graham Fogg & Associates | | 10,800.00 | 10,800.00 |
| Total Task 8: \$31,710.00 | | | |

June 1 - June 30 \$77,992.80

This invoice is now due and payable. Balances unpaid over 30 days accrue 1.5% interest per month. If payment for previous charges has been sent, please accept our thanks and disregard our reminder of previous unpaid charges.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 *2427662596*

Edwin Lin
Todd Groundwater, CA
2490 Mariner Square Loop
Suite 215
Alameda, CA 94501

July 14, 2020
Project No: 0011492.02
Invoice No: 178530

Project 0011492.02 TG - CVWMP ALTERNATIVE PLAN UPDATE

Professional Services for the period ending June 30, 2020

Phase 001 Project Management

Professional Personnel

| | Hours | Rate | Amount | |
|------------------------|-------|--------|-------------------------|-------------------|
| Planner 2 | | | | |
| Sajor, Jennifer | 5.00 | 187.00 | 935.00 | |
| Project Assistant | | | | |
| Sindermann, Jennifer | 1.75 | 110.00 | 192.50 | |
| Project Planner 1 | | | | |
| Greco, Warren | 7.00 | 221.00 | 1,547.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 10.00 | 282.00 | 2,820.00 | |
| Totals | 23.75 | | 5,494.50 | |
| Labor Total | | | | 5,494.50 |
| | | | Total this Phase | \$5,494.50 |

Phase 002 Assess Existing Alternative Plan

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------|-------|--------|-------------------------|-------------------|
| Planner 1 | | | | |
| Hirano, Ryan | 2.00 | 162.00 | 324.00 | |
| Planner 2 | | | | |
| Sajor, Jennifer | 3.75 | 187.00 | 701.25 | |
| Scientist 2 | | | | |
| Valenzuela, George | 3.50 | 187.00 | 654.50 | |
| Totals | 9.25 | | 1,679.75 | |
| Labor Total | | | | 1,679.75 |
| | | | Total this Phase | \$1,679.75 |

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 * 2427662596 *

| | | | | |
|---------|------------|-----------------------------------------------|---------|--------|
| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | Invoice | 178530 |
| Phase | 003 | Develop Work Plan for Alternative Plan Update | | |

Professional Personnel

| | Hours | Rate | Amount | |
|---------------------------|-------|--------|--------|-----------------|
| Engineer 2 | | | | |
| De Maria y Campos, Martha | 2.00 | 187.00 | 374.00 | |
| Senior Project Manager | | | | |
| Prickett, Rosalyn | 1.00 | 282.00 | 282.00 | |
| Totals | 3.00 | | 656.00 | |
| Labor Total | | | | 656.00 |
| Total this Phase | | | | \$656.00 |

| | | | | |
|-------|-----|------------------------------------------------------------|--|--|
| Phase | 004 | Develop and Implement Stakeholder and Public Outreach Plan | | |
|-------|-----|------------------------------------------------------------|--|--|

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|--------|-----------------|
| Planner 2 | | | | |
| Poletto, Nicole | 1.00 | 187.00 | 187.00 | |
| Totals | 1.00 | | 187.00 | |
| Labor Total | | | | 187.00 |
| Total this Phase | | | | \$187.00 |

| | | | | |
|-------|-----|------------------------------------------------------------------------------|--|--|
| Phase | 005 | Construct Hydrogeologic Conceptual Model and Describe Groundwater Conditions | | |
|-------|-----|------------------------------------------------------------------------------|--|--|

Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|----------|-------------------|
| Planner 2 | | | | |
| Sajor, Jennifer | 1.75 | 187.00 | 327.25 | |
| Project Manager 1 | | | | |
| Medlin, William | 10.50 | 251.00 | 2,635.50 | |
| Totals | 12.25 | | 2,962.75 | |
| Labor Total | | | | 2,962.75 |
| Total this Phase | | | | \$2,962.75 |

| | | | | |
|-------|-----|---------------------------|--|--|
| Phase | 006 | Water Demand/Water Supply | | |
|-------|-----|---------------------------|--|--|

Professional Personnel

| | Hours | Rate | Amount |
|-------------------|-------|--------|----------|
| Planner 2 | | | |
| Sajor, Jennifer | 12.50 | 187.00 | 2,337.50 |
| Project Planner 1 | | | |
| Greco, Warren | 6.00 | 221.00 | 1,326.00 |

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY
DRIVE RESULTS

Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

Item 21.

INVOICE

TD BANK
Electronic Transfer:
*211274450 * 2427662596 *

| Project | 0011492.02 | TG - CVWMP ALTERNATIVE PLAN UPDATE | | Invoice | 178530 |
|------------------------|------------|------------------------------------|--------|---------------------------|--------------------|
| Scientist 2 | | | | | |
| Valenzuela, George | | 3.75 | 187.00 | 701.25 | |
| Senior Project Manager | | | | | |
| Prickett, Rosalyn | | 12.50 | 282.00 | 3,525.00 | |
| Totals | | 34.75 | | 7,889.75 | |
| Labor Total | | | | | 7,889.75 |
| | | | | Total this Phase | \$7,889.75 |
| | | | | Total this Invoice | \$18,869.75 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|------------------|
| 177850 | 6/24/2020 | 54,705.50 |
| Total | | 54,705.50 |

| Project Summary | Current Fee | Previous Fee | Total |
|-----------------|-------------|--------------|------------|
| | 18,869.75 | 170,158.67 | 189,028.42 |

Approved by:

Rosalyn Prickett, AICP
Senior Water Resources Planner
Woodard & Curran

Graham E. Fogg and Associates
 5493 Wildflower Circle
 Carmichael, CA 95608

Invoice

Bill To:

Todd Groundwater

Invoice #: TG20004

Date: 7/10/20

Page: 1

| DATE | DESCRIPTION | AMOUNT |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 6/30/20 | Task 2: Document WMP model simulation assumptions, inputs and results. Provide information and participate in meetings as requested. | |
| 6/30/20 | May-June services of Gerald T. O'Neill (83 hrs@ \$180/hr) | \$14,940.00 |
| 6/30/20 | May-June services of Eweis-LaBolle Hydrologic Assoc. (10 hrs@\$250/hr) | \$2,500.00 |
| 6/30/20 | May-June services of Graham E. Fogg (11 hrs@ \$475/hr) | \$5,225.00 |
| Coachella - Todd Groundwater | | Sales Tax: \$0.00 |
| | | Total Amount: \$22,665.00 |
| | | Amount Applied: \$0.00 |
| | | Balance Due: \$22,665.00 |

Terms: Net 60

GERALD T. O'NEILL, PG, CHG



July 10, 2020

**Attorney-Client
Privileged Information**

Graham E. Fogg, Ph.D.
Graham E. Fogg and Associates
6825 Sutter Ave
Carmichael CA 95608

INVOICE FOR CONSULTING SERVICES: GEF-4-2020

Project: CVWD (Todd Groundwater)

| Project | Time Period | Labor Hours | Expenses |
|----------------|--------------|-------------|----------|
| Todd GW Task 2 | MAY-JUN 2020 | 83 | 0.00 |

Additional details are provided below. Please contact me if you need more information.

| Labor Task | Hours |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 2.3.2 Provide support on current model assumptions and methodologies | 10 |
| Provide additional support: address questions re: model grid; HFB; planning model budget differences; drain flows; agricultural returns; prepare TM on Garnet Hill Fault; prepare TM on budget differences; conference calls with Ringel Engineering; GSA modeler's conference call. | 73 |
| Total Hours | 83 |

| Expense | Cost |
|------------------------------|-------------|
| Direct Expenses | 0.00 |
| Travel Expenses for Meetings | 0.00 |
| Total Expenses | 0.00 |

Please remit to:

Gerald O'Neill
3018 Hortaleza Pl
Davis, CA 95618
Tel 650.248.8306

Eweis-LaBolle Hydrologic Associates
1927 El Dorado Place
Davis, CA 95616
530-753-8999
emlabolle@gmail.com
emlabolle@hydrologicsciences.org

| Period | May-20 |
|-------------------------|---------------------|
| Project | CVWD-Model |
| Task | 2.3.1 |
| <u>Personnel</u> | <u>Hours</u> |
| LaBolle | 2 Phone calls |
| Total | 2 |

Eweis-LaBolle Hydrologic Associates
1927 El Dorado Place
Davis, CA 95616
530-753-8999
emlabolle@gmail.com
emlabolle@hydrologicsciences.org

| | |
|-------------------------|--------------------------------------|
| Period | Jun-20 |
| Project | CVWD-Model |
| Task | 2.3.2 |
| <u>Personnel</u> | <u>Hours</u> |
| LaBolle | 8 Stream Package Review and Comments |
| Total | 8 |

Signature: 
Michael Nusser (Jul 23, 2020 11:19 PDT)
Email: mnusser@cvwd.org

Signature: 
Zoe Rodriguez Del Rey (Aug 7, 2020 07:35 PDT)
Email: zrodriguezdelrey@cvwd.org

Signature: 
Steve Bigley (Aug 10, 2020 17:58 PDT)
Email: SBigley@cvwd.org

2022 Indio Subbasin Alternative Plan Update

City of Coachella Council Update
October 14, 2020



What is the Sustainable Groundwater Management Act (SGMA)?

Landmark legislation in 2014

- Provides a framework for sustainable management of groundwater basins
- Promotes local management
 - ❖ With local Groundwater Sustainability Agencies (GSAs)
 - ❖ Prepare a Groundwater Sustainability Plan (GSP) or Alternative Plan
- Sets regulatory deadlines for submitting plans, reporting progress, and achieving sustainable management
- Offers State assistance
 - ❖ Funding, data, and technical support

What is Sustainable Management?

Management and use of groundwater in a manner that can be maintained without causing undesirable results:



Chronic lowering of Groundwater Levels



~~**Seawater Intrusion**~~



Reduction of Groundwater Storage



Groundwater Quality Degradation



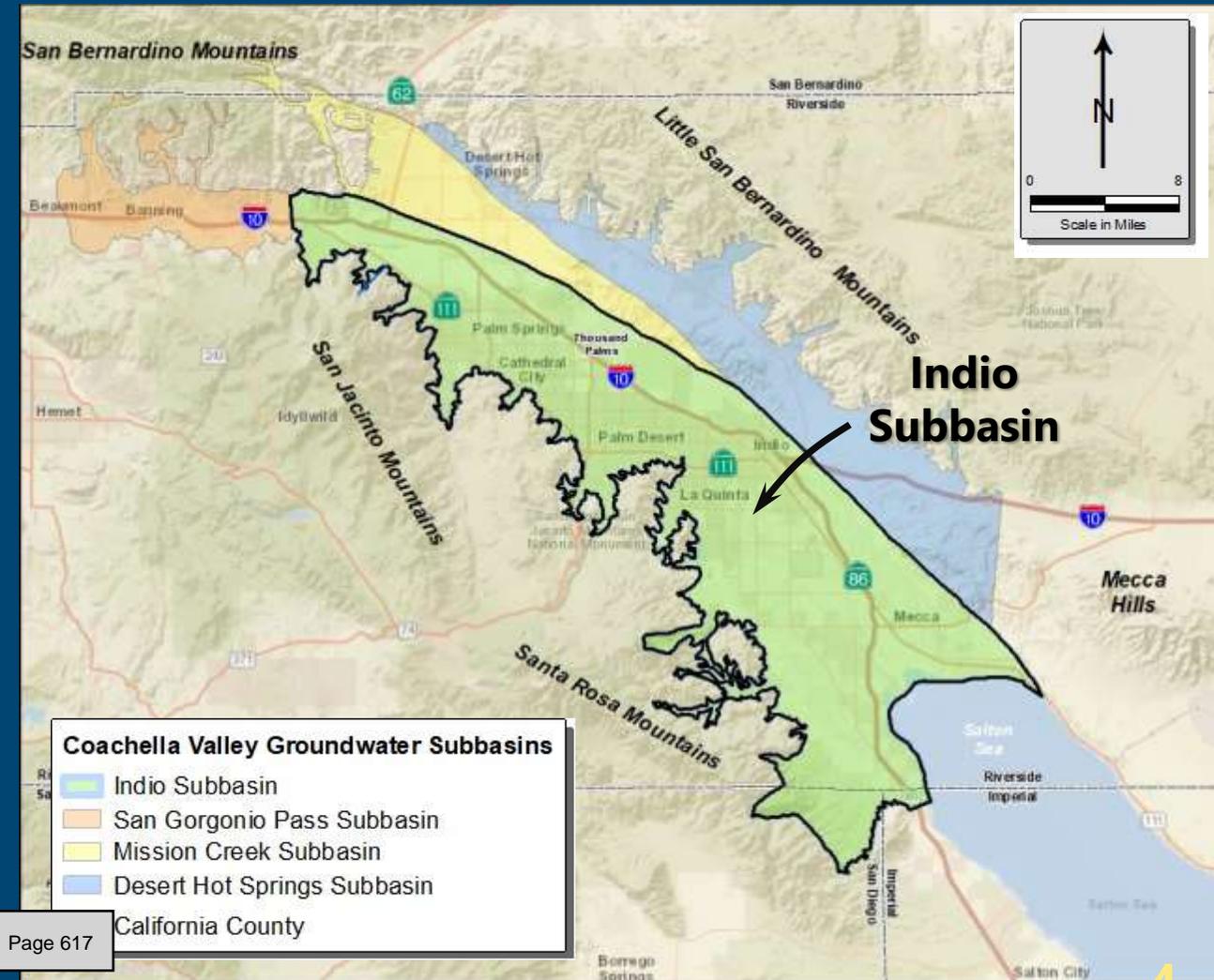
Land Subsidence



Depletion of Interconnected Surface Water

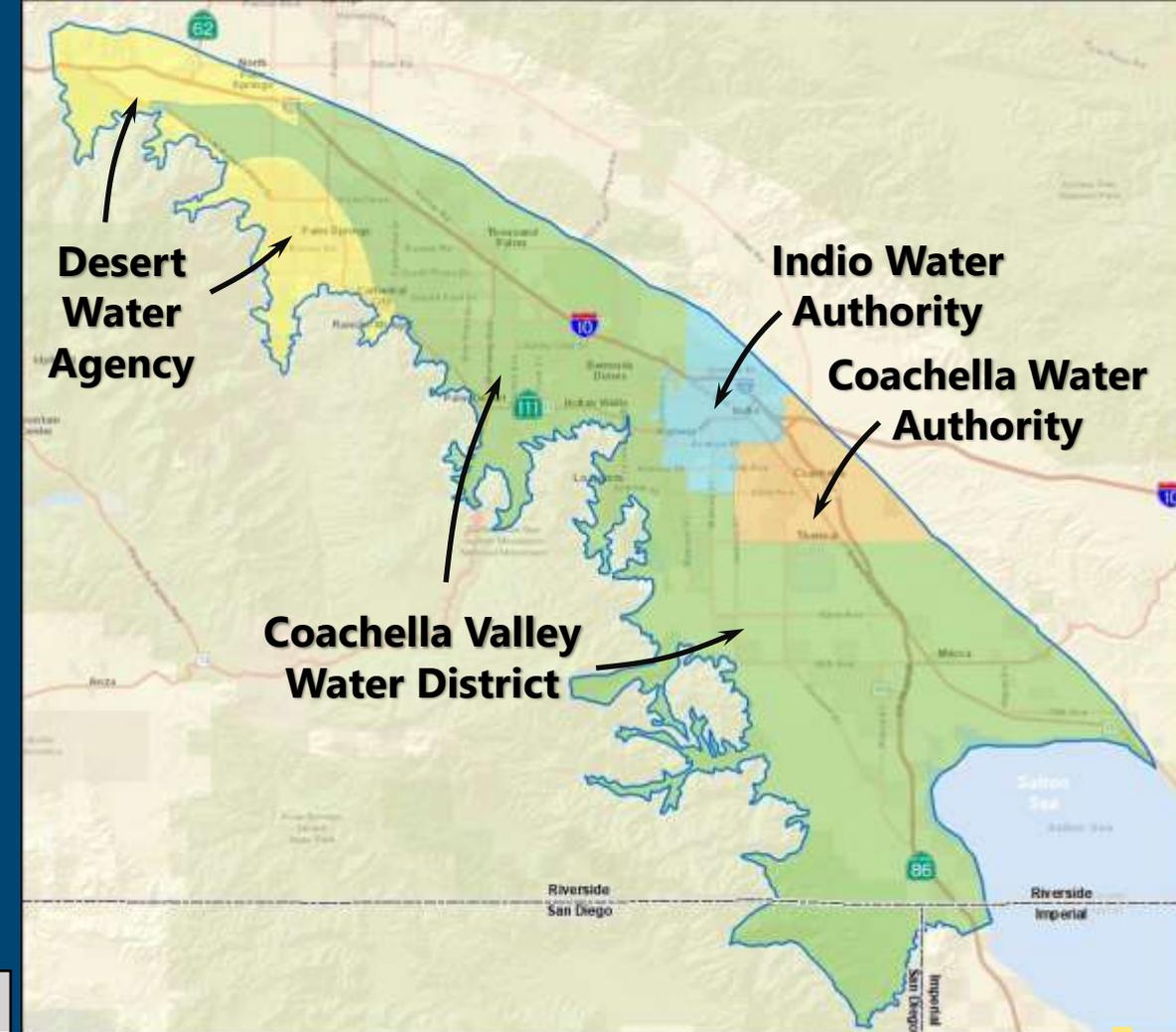
How does SGMA Apply to the Indio Subbasin?

- Defines Indio Subbasin as medium priority, thus subject to SGMA
- Recognizes existing *2010 Coachella Valley Water Management Plan (CVWMP)*, approved as an Alternative Plan
- Recommends that GSAs quantify sustainability criteria and additional elements in Plan Update
- Requires the Indio Subbasin to be sustainably managed within 20 years



What are the Roles/Responsibilities of GSAs?

- Each GSA has responsibility and authority for groundwater management within their respective boundaries
- Historical and ongoing cooperation
 - ❖ Memorandum of Understanding
 - ❖ Joint submission of Alternative Plan
 - ❖ Collaboration on Annual Reports and 5-Year Plan Updates



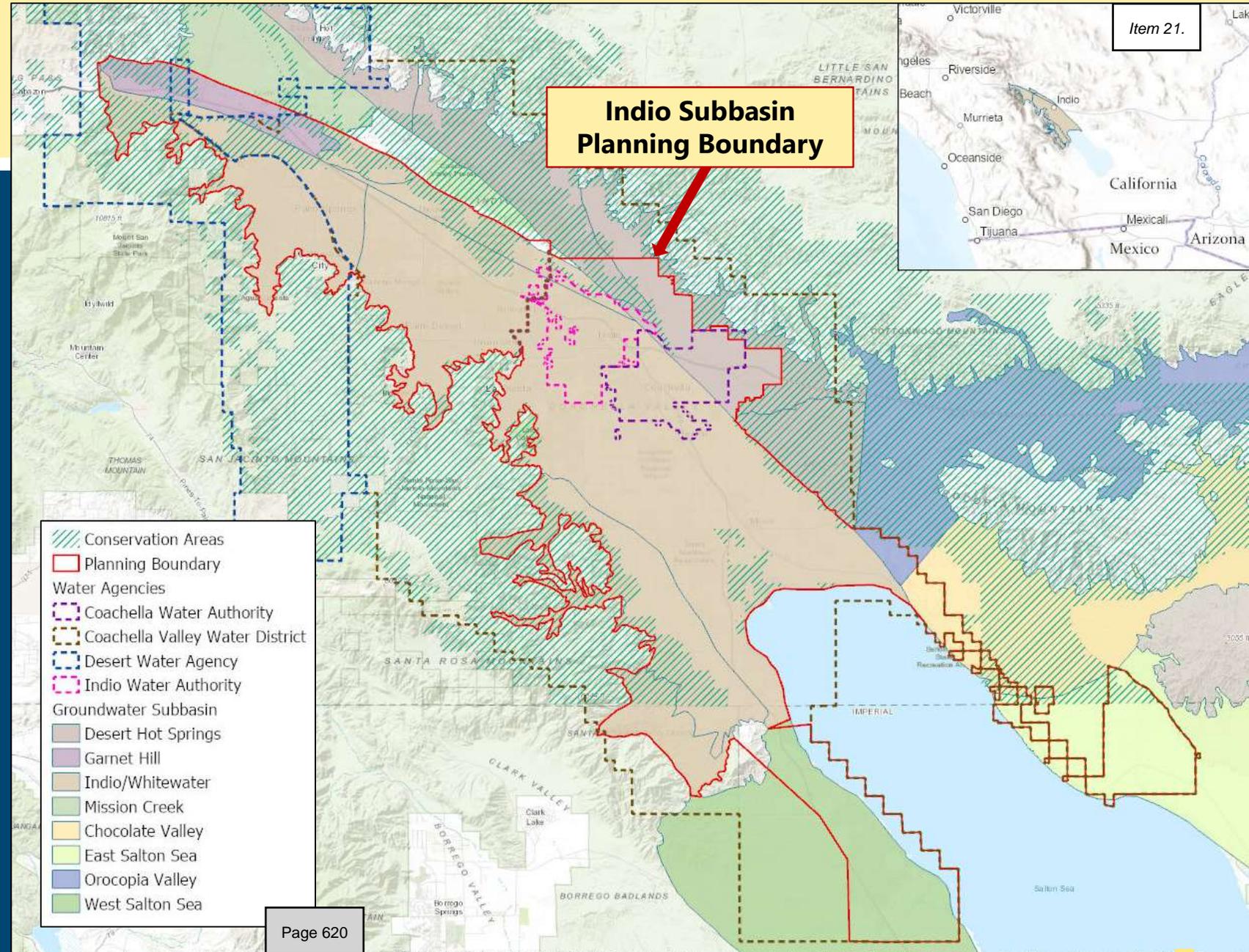
What is the Alternative Plan?

- *2010 CVWMP = Indio Subbasin Alternative Plan*
 - ❖ Builds on existing plans and long history of active local water management
 - ❖ Assessed future growth and land use changes
 - ❖ Estimated future water demand and supplies
 - ❖ Identified management actions needed to meet current and future water demands in a cost effective and reliable manner
 - ❖ Established data collection and monitoring programs to track groundwater conditions and Plan performance
 - ❖ Fulfills SGMA requirement for an Alternative to a Groundwater Sustainability Plan (GSP)
 - ❖ Next update due by January 1, 2022

Plan Area

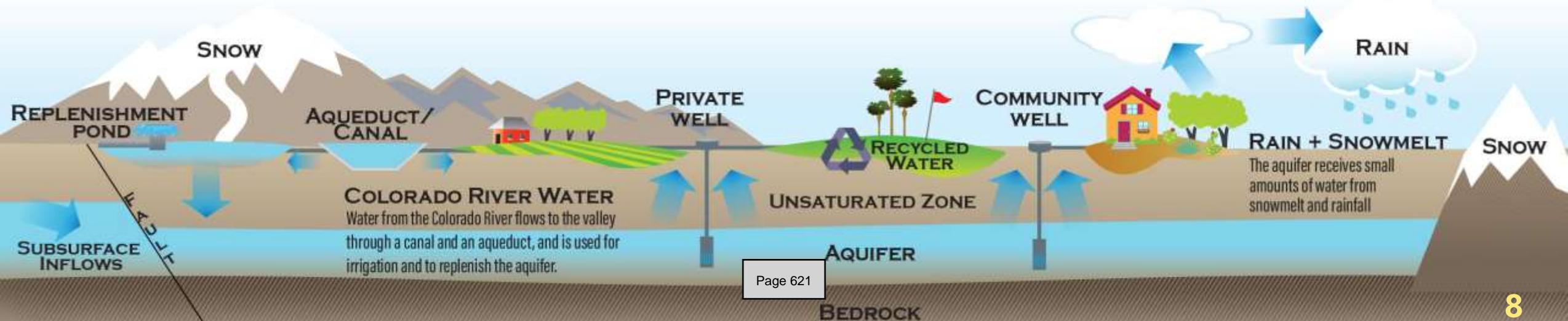
Planning Boundary

- All of Indio Subbasin
- Extends east to include potential sphere of influence for IWA and CWA
- Extends south to include portions of CVWD service area in the northeast and northwest shores of the Salton Sea



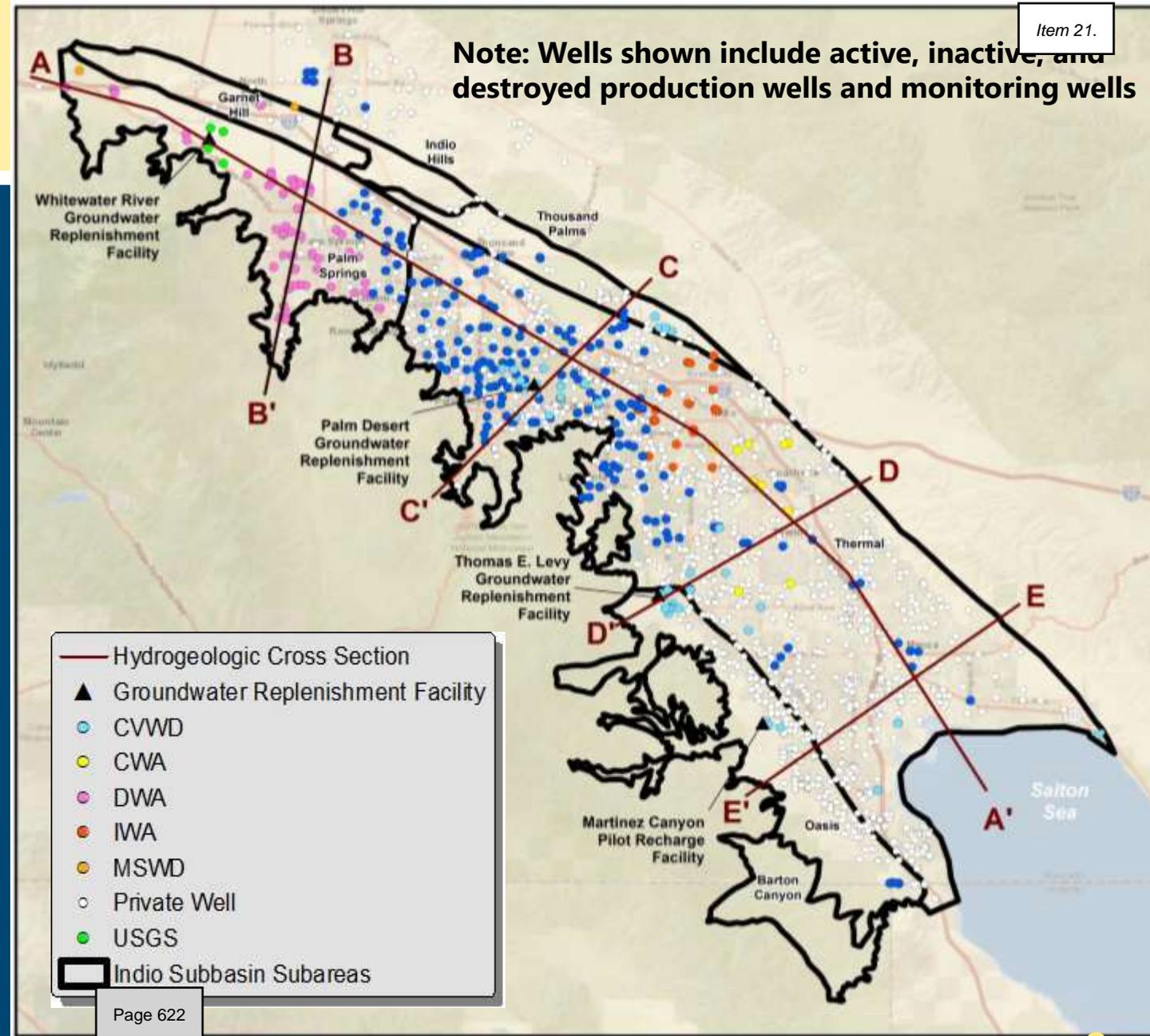
Hydrogeologic Conceptual Model

- Provides framework for understanding the movement of surface water and groundwater in the Indio Subbasin
- Provides context to identify major water budget components
- Provides basis for development of numerical groundwater model
- Helps to identify data gaps



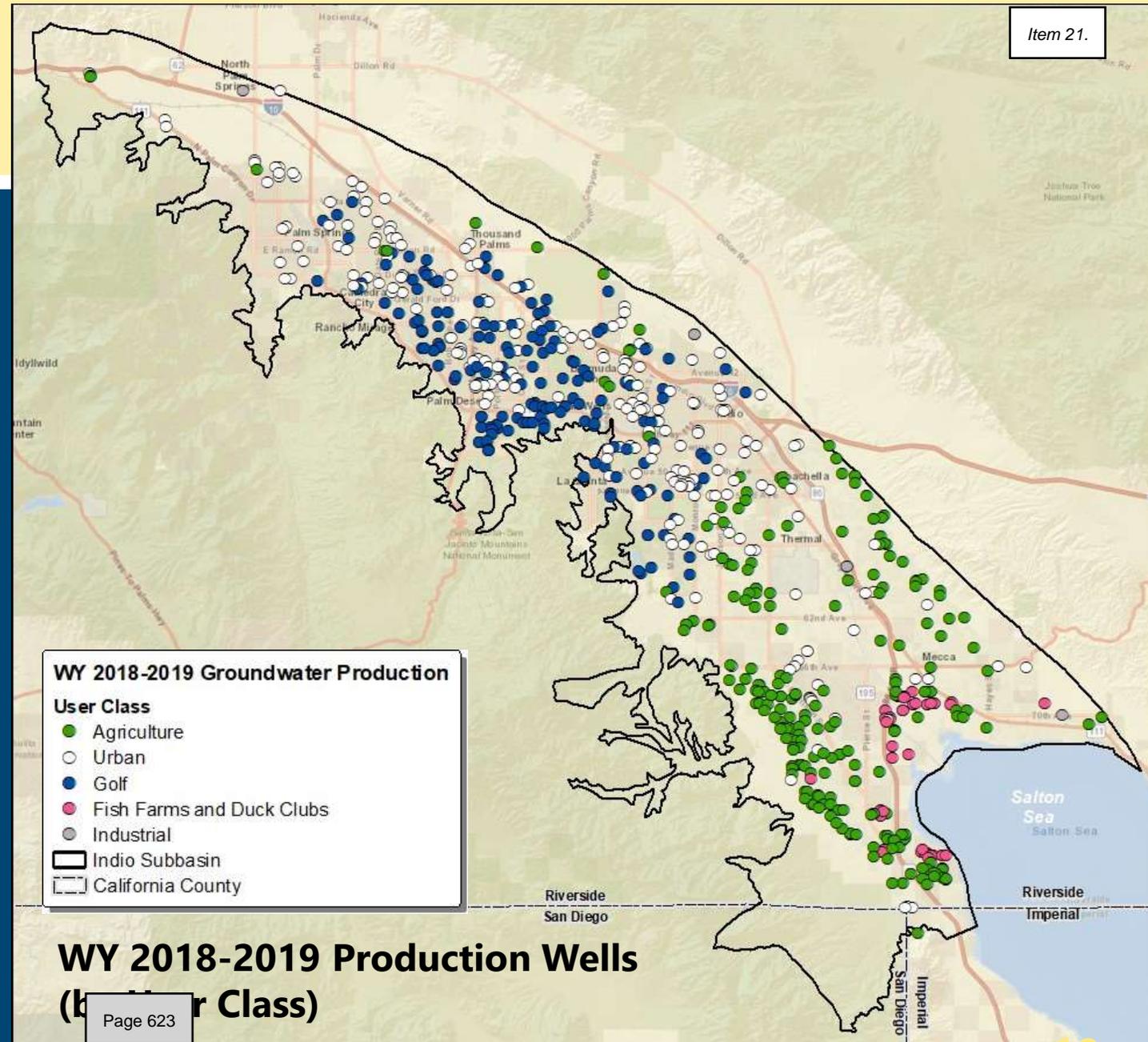
Hydrogeologic Cross Sections

- Illustrates basin geometry and subsurface conditions
 - ❖ Major aquifers and aquitard units
 - ❖ Effects of faults
 - ❖ Groundwater levels
 - ❖ Production well screen intervals
- Five cross sections (in-progress)
 - ❖ Covers five main Indio subareas
 - ❖ Oriented parallel and perpendicular to flow
 - ❖ Crosses major subbasin boundaries and faults
 - ❖ Includes groundwater replenishment areas



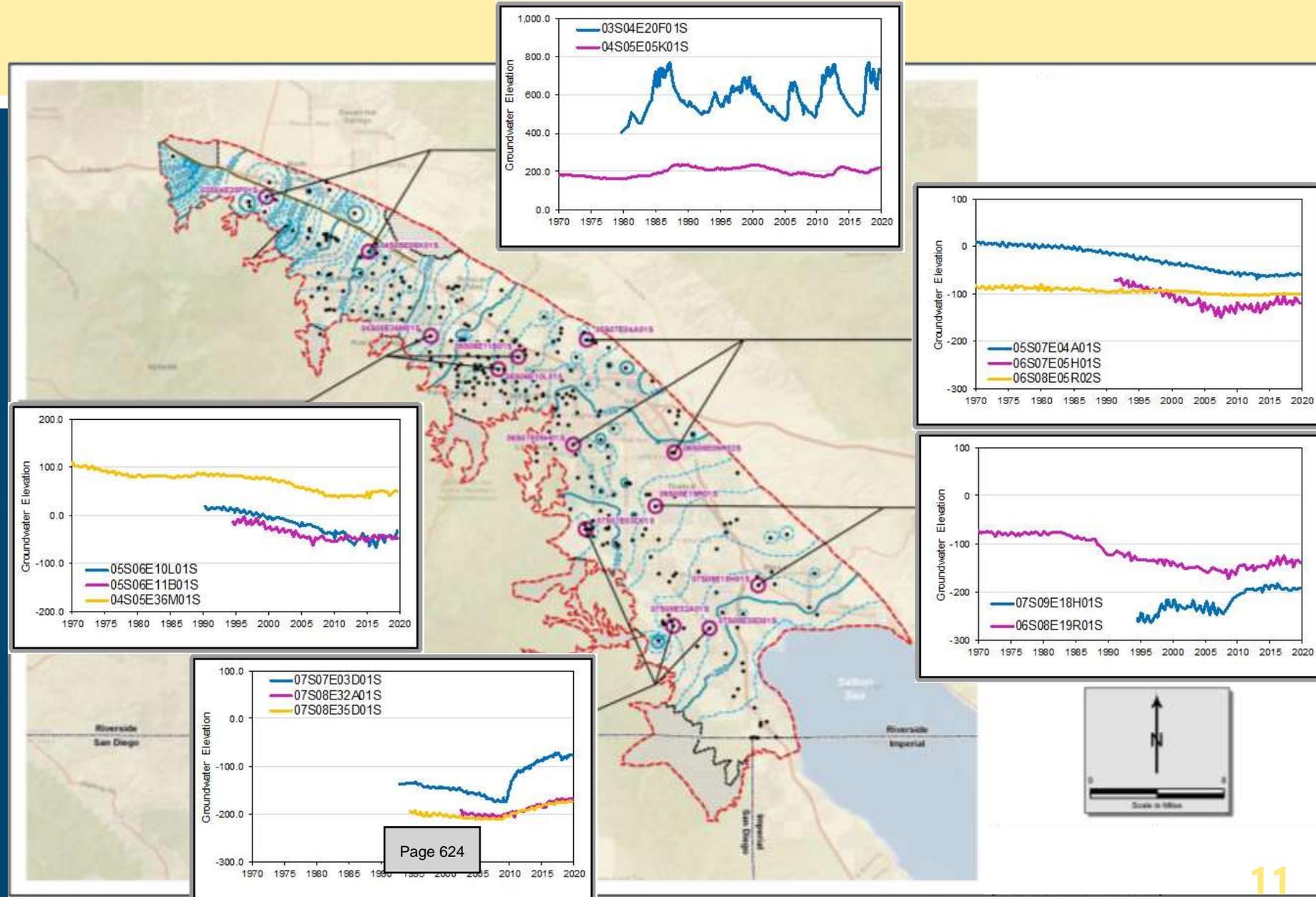
Groundwater Production

- Annual Groundwater Production Mapping
 - ❖ Reported production by well
 - ❖ Currently estimated production
 - Tribal pumping
 - Minimal pumpers
 - ❖ Maps showing wells by user type (in-progress)



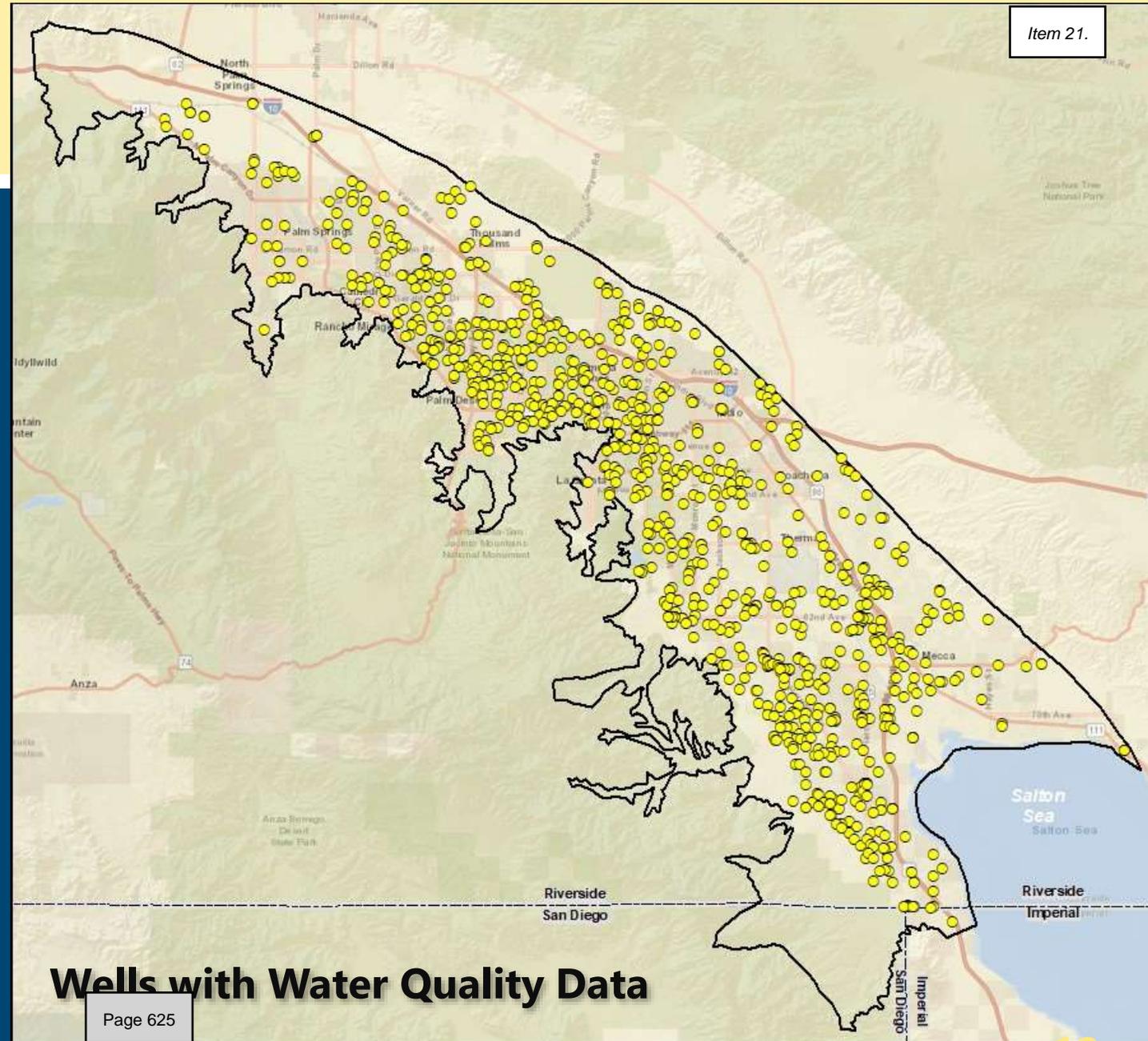
Groundwater Levels

- Groundwater level maps
 - ❖ Supports assessment of updated model
 - ❖ Provides basis for evaluating sustainability criteria
- Mapping to include wells distributed across the subbasin
- Hydrograph maps (in-progress)



Groundwater Quality

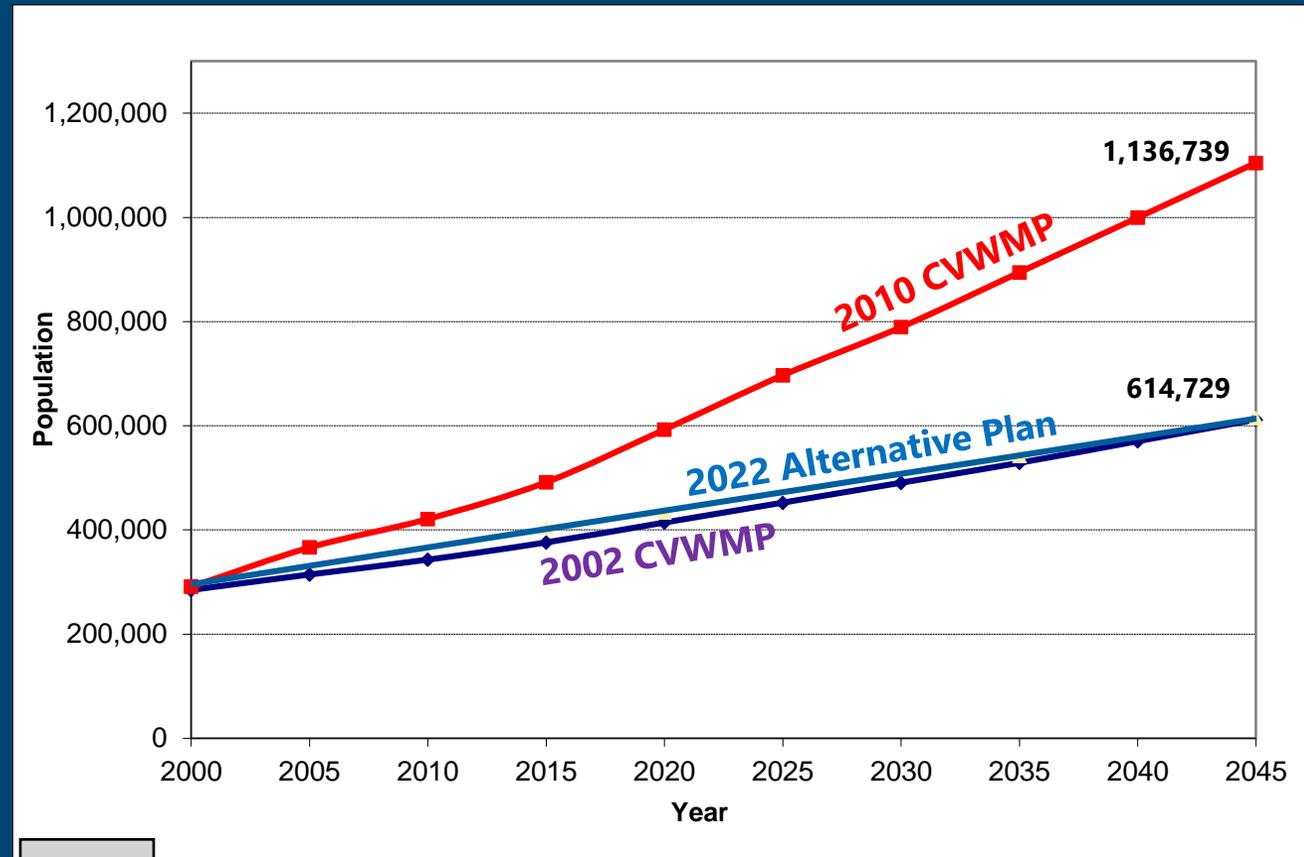
- Constituents of Concern
 - ❖ Total Dissolved Solids
 - ❖ Nitrate
 - ❖ Arsenic
 - ❖ Chromium
 - ❖ Uranium
 - ❖ Perchlorate
 - ❖ Fluoride
 - ❖ Dibromochloropropane



Population Growth

- 2010 CVWMP projected a great deal of urbanization
 - ❖ Growth was not realized, and demand is below the projection
- All 3 Plans use Southern California Association of Governments (SCAG) data
 - ❖ Alternative Plan to use SCAG 2020
 - ❖ Forecast is closer to 2002 Plan projections

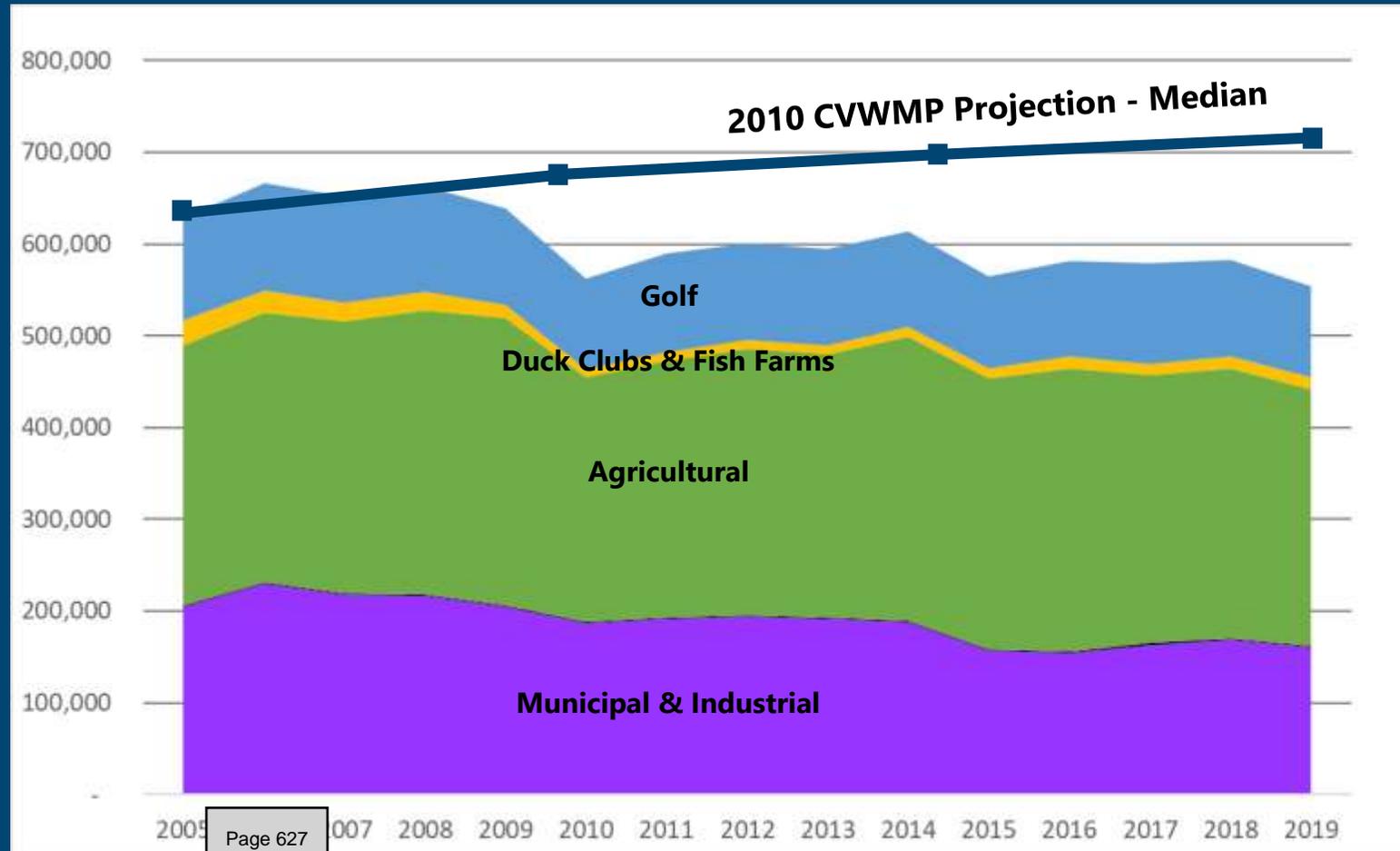
Population Projections



Water Demand

- Recent Statewide droughts have affected water use and encouraged conservation
 - ❖ 2007-2009
 - ❖ 2011-2015
- SBx7-7 (2009) mandated that water suppliers decrease per capita water usage 20% by 2020
- Alternative Plan will project demands through 2045

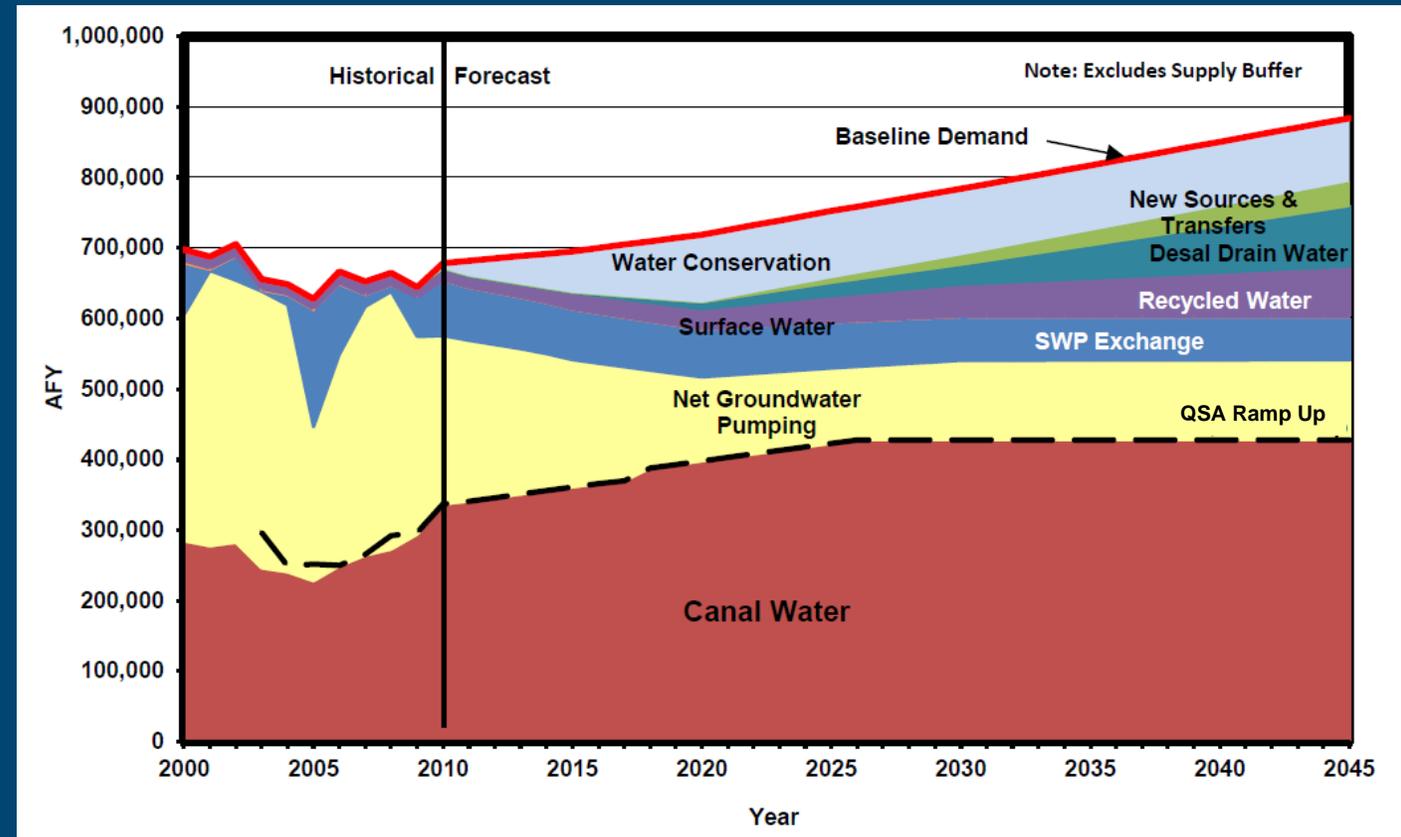
2005-2019 Water Use



Water Supply

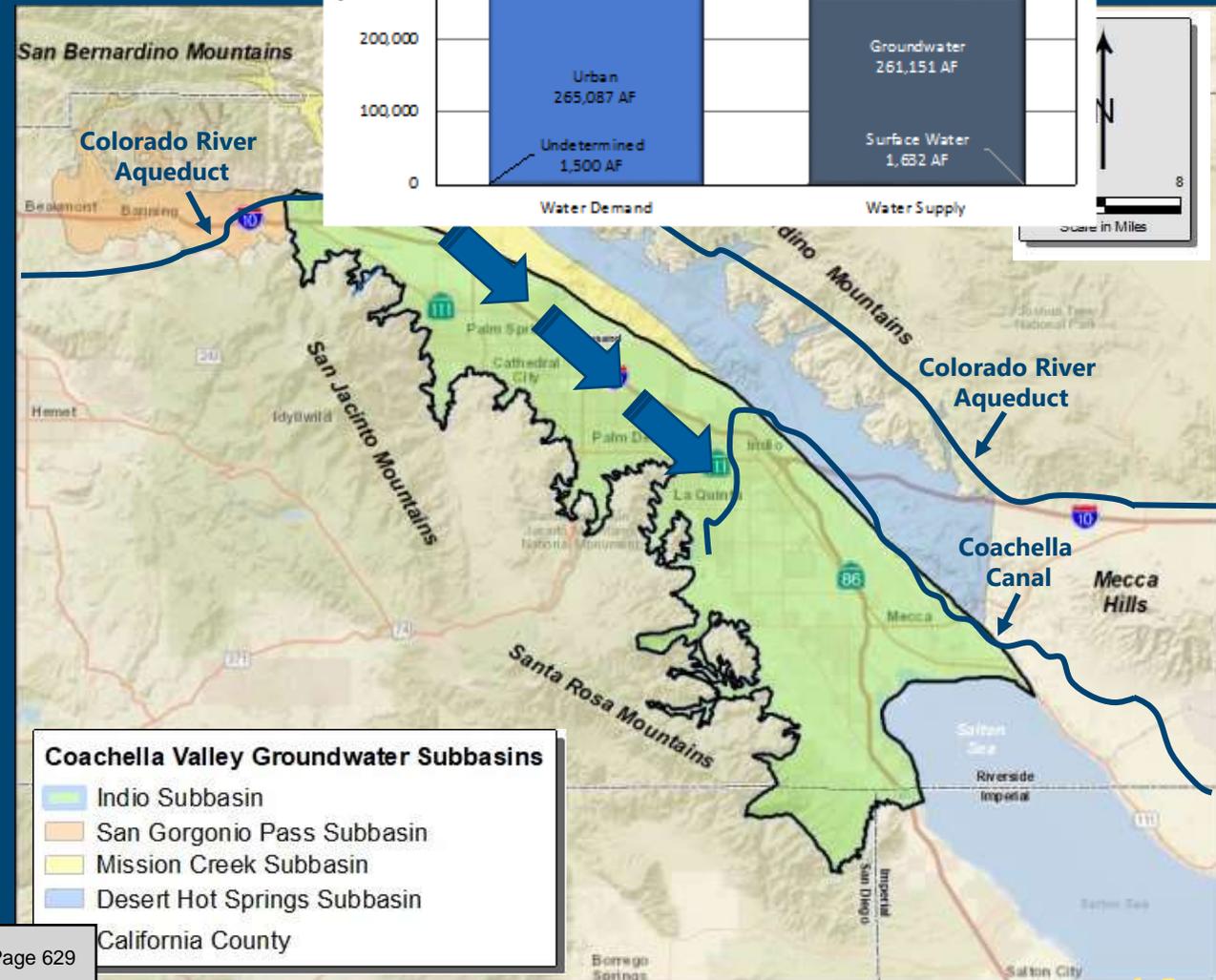
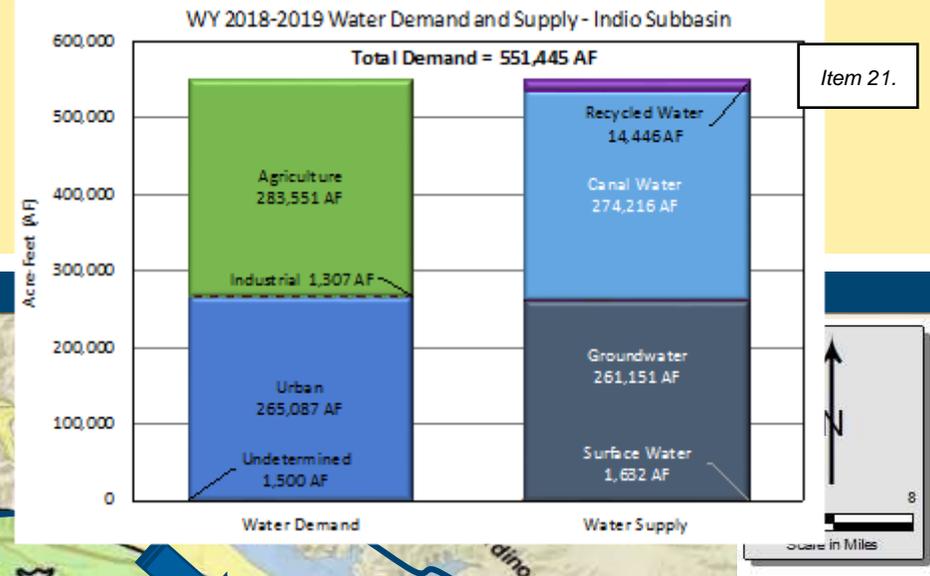
- Water conservation
- Groundwater **Groundwater replenishment**
- State Water Project (SWP) water
- Colorado River water
- Surface water
- Recycled water
- Projected:
 - ❖ Desalinated water from shallow semi-perched aquifer

2010 CVWMP Supply Projection



Groundwater

- Natural recharge of stream runoff and subsurface flow
 - ❖ Long-term average for natural recharge is ~59,000 AFY (11% of WY 2019 water supply)
- Replenishment water and source substitution are key to avoiding overdraft



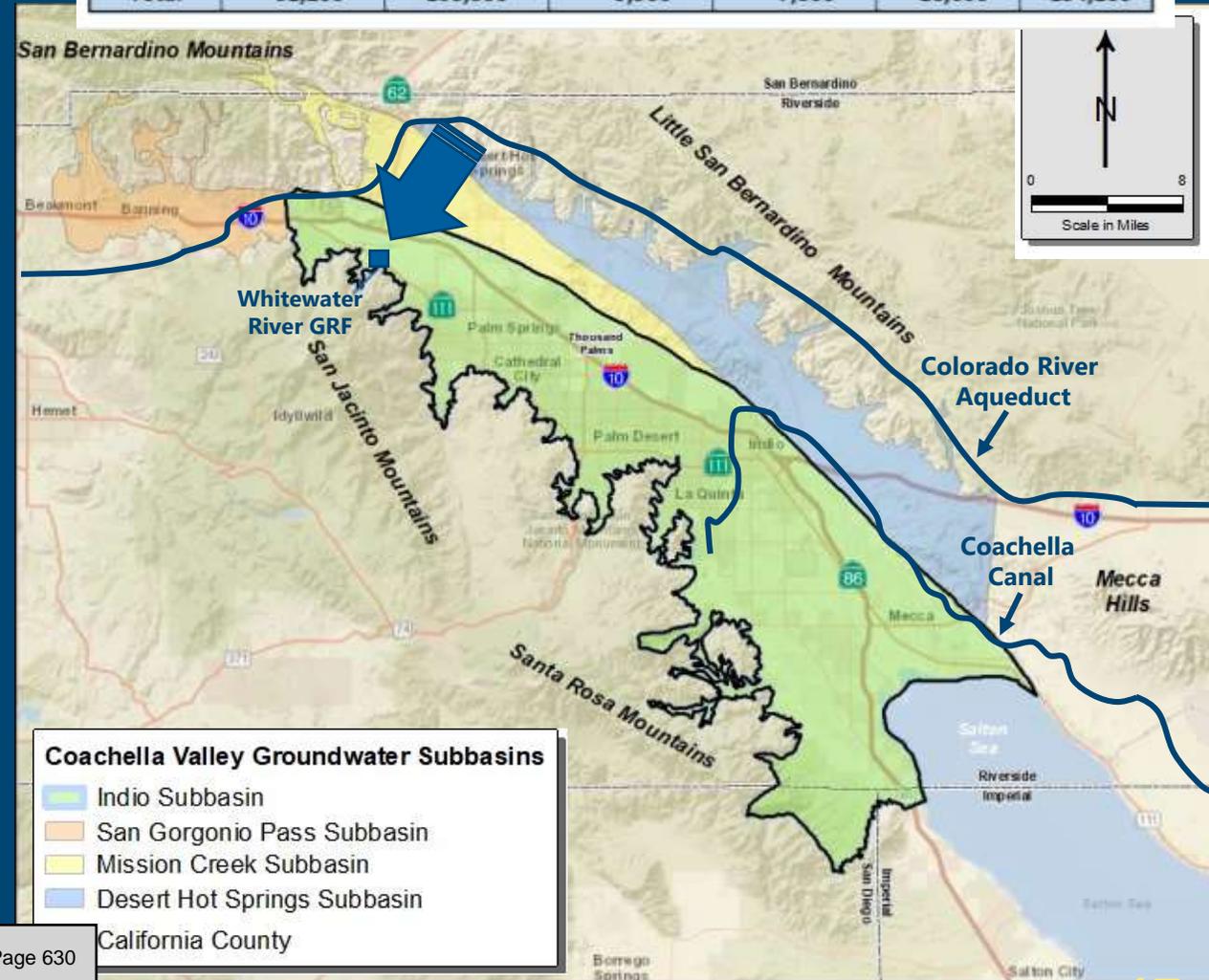
State Water Project (SWP) Water

- SWP water exchanged with MWD for Colorado River water
- Includes Table A Allocation and supplemental water
- Annually variable due to Northern California hydrology, which affects annual SWP supply and allocation
- Can include Advanced Delivery, which is accounted for in the region's SWP delivery balance
- Delivered:
 - ❖ Recharged at Whitewater River GRF

State Water Project Table A Amounts

| Agency | Original SWP Table A (AFY) | Metropolitan Transfer (AFY) | Tulare Lake Basin Transfer #1 (AFY) | Tulare Lake Basin Transfer #2 (AFY) | Berrenda Transfer (AFY) | Total (AFY) |
|--------------|----------------------------|-----------------------------|-------------------------------------|-------------------------------------|-------------------------|----------------|
| CVWD | 23,100 | 88,100 | 9,900 | 5,250 | 12,000 | 138,350 |
| DWA | 38,100 | 11,900 | - | 1,750 | 4,000 | 55,750 |
| Total | 61,200 | 100,000 | 9,900 | 7,000 | 16,000 | 194,100 |

Item 21.



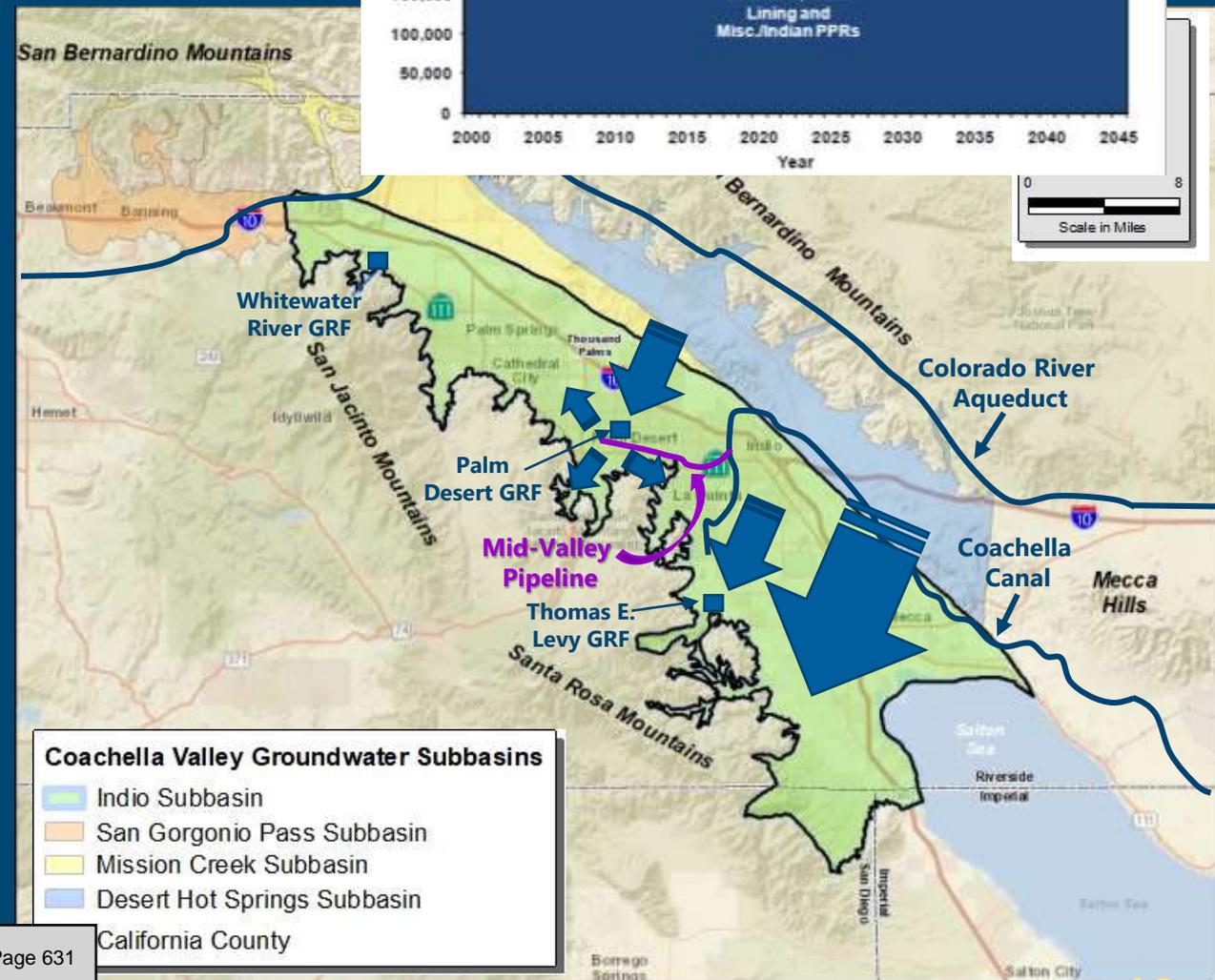
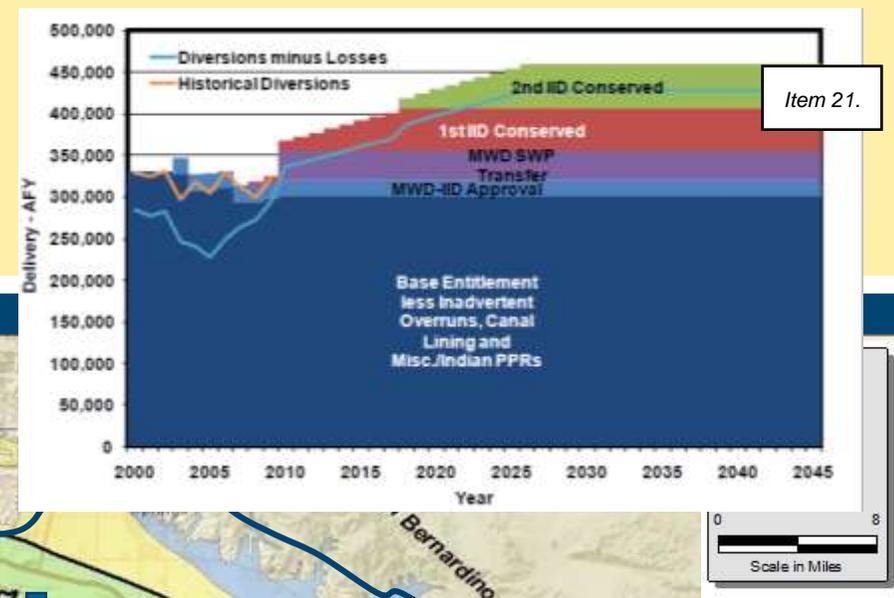
Colorado River Water

■ QSA Entitlement

- ❖ Base Allotment – 330,000 AFY
- ❖ With Acquisitions/Reductions– Ramps Up to 424,000 AFY by 2026
- ❖ MWD Table A Transfer – 35,000 AFY

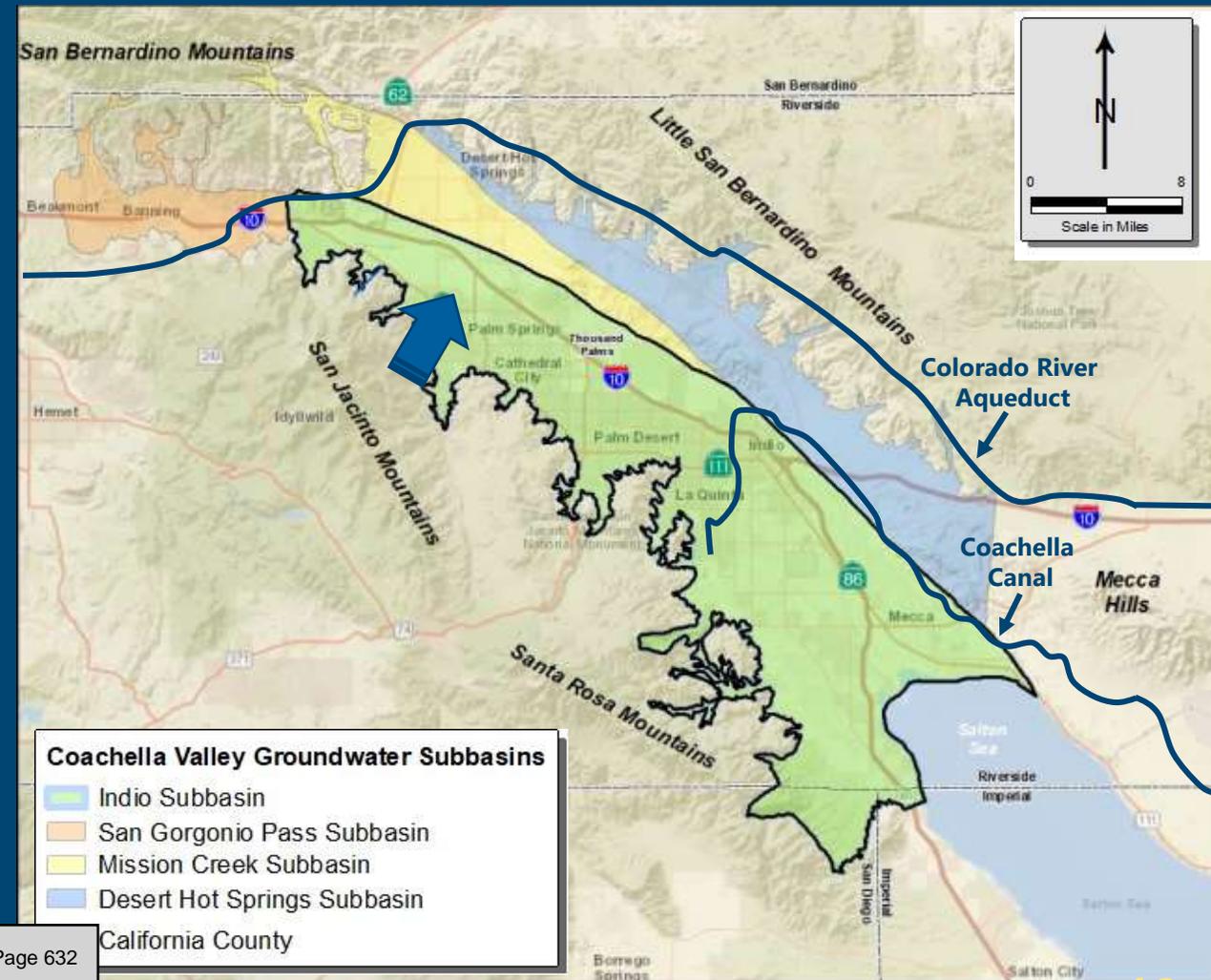
■ Delivered:

- ❖ Direct delivery to agriculture, golf, and urban users
- ❖ Recharged at Thomas E. Levy GRF and Palm Desert GRF
- ❖ MWD Table A Transfer can be delivered at Whitewater GRF or Coachella Canal



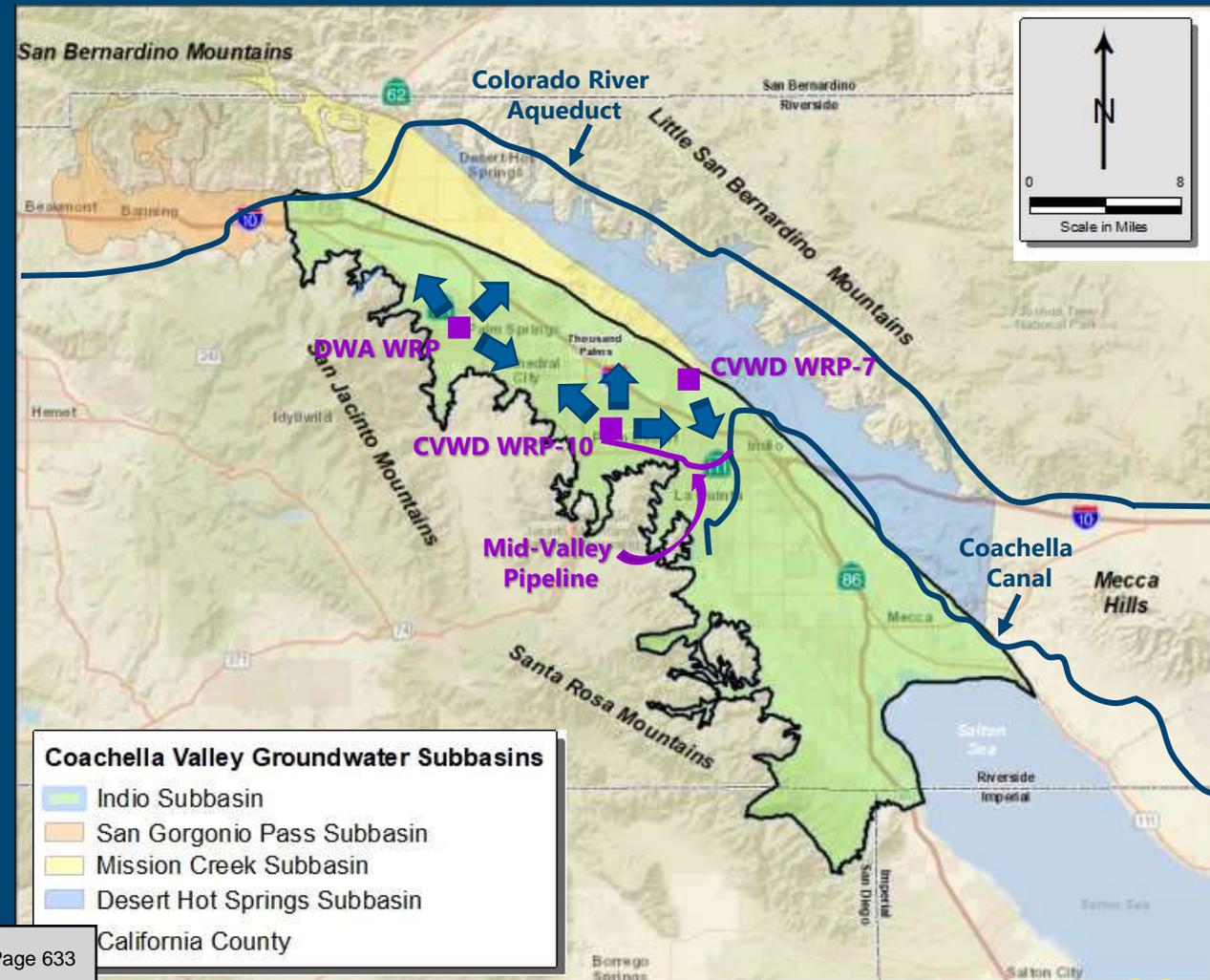
Surface Water Supply

- Diversion of surface water at Snow, Falls, and Chino Creeks in San Jacinto Mountains and Whitewater River Canyon
- Delivered:
 - ❖ Direct delivery to agriculture, golf, and urban users
 - ❖ 95% of remaining water instream percolates to Basin; 5% outflows to the Salton Sea



Recycled Water Supply

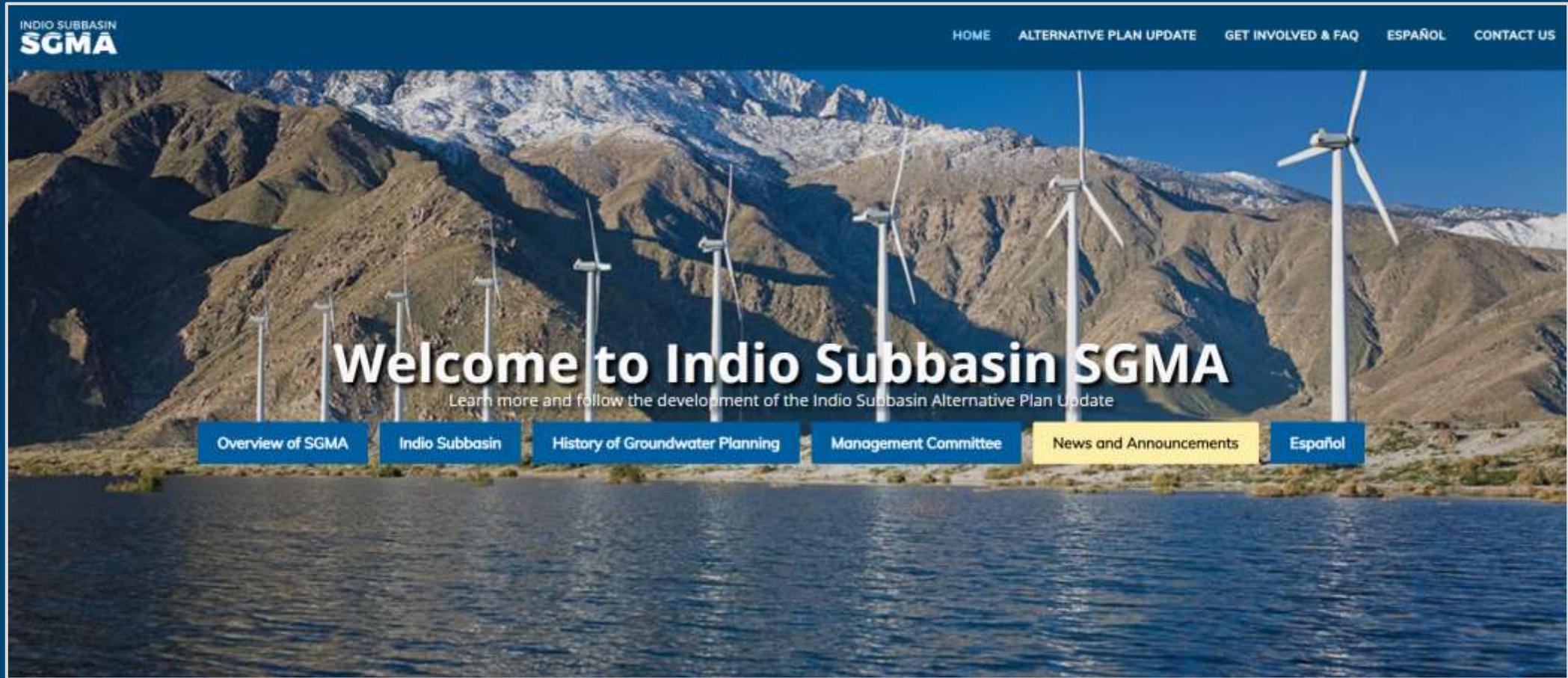
- Recycled water is produced at CVWD WRP-7 and WRP-10, and DWA WRP
- Reliable local supply
 - ❖ 41,065 AFY wastewater treated, of which 14,446 AFY was recycled in WY 2019
- Delivered:
 - ❖ Direct delivery to golf and urban users



Groundwater Model Update Approach

- Original groundwater model developed in the late 1990s
- 2010 CVWMP groundwater model update
 - ❖ Historical period (1997-2008) – actual data incorporated
 - ❖ Future period (2009-2075) – projections
- Currently reviewing 2010 CVWMP groundwater model
- Goal is to update the 2010 CVWMP model to...
 - ❖ Estimate current and future water budgets
 - ❖ Evaluate benefits of proposed management actions
 - ❖ Support identification of appropriate sustainability criteria

Get Involved – Visit our Website



Upcoming Workshop



November 19, 2020



Public Workshop
2:00 PM to 4:00 PM



GoToMeeting Link at:
www.IndioSubbasinSGMA.org

AGENDA

- Alternative Plan Status
- Plan Area & Hydrogeologic Conceptual Model (HCM) Status
- Groundwater Model Update
- Demand Forecast & Supply Analysis
- Schedule & Next Steps



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize award of a construction agreement to Foam Experts Roofing, Inc., for City Facilities Re-Roof Project No. 091520, in the amount not to exceed \$172,188.35; authorize an appropriation of: 1) \$112,705.75 from unallocated General Fund reserves and 2) \$59,482.60 from unallocated Coachella Water Authority reserves.

STAFF RECOMMENDATION:

Authorize award of a construction agreement to Foam Experts Roofing, Inc., for City Facilities Re-Roof Project No. 091520, in the amount not to exceed \$172,188.35.

EXECUTIVE SUMMARY:

On October 7, 2020, the formal bid opening took place for the City Facilities Reroof Project No. 091520. This project would provide for application of a spray polyurethane foam onto the roof surface at three city facilities that require reroof improvements. The three facilities include: Civic Center, Coachella Corporate Yard and Bagdouma Community Center. All three locations require a reroof as repairs are not addressing ongoing roof deficiencies. The application of a polyurethane foam roof will weatherproof the facilities and also provide a cooler roof surface provided by the ultraviolet coating applied as part of the application process. The City received the below responses to the formal bid.

| | Name of Contractor | Civic Center | Corp Yard | Comm Center | Total |
|---|--------------------------------|---------------|---------------|--------------|---------------|
| 1 | Universal Coatings, Inc | \$ 77,350.00 | \$ 187,300.00 | \$ 15,350.00 | \$ 280,000.00 |
| 2 | Brazos Urethane, Inc | \$ 100,465.00 | \$ 224,332.00 | \$ 46,846.00 | \$ 371,643.00 |
| 3 | Foam Experts Roofing Inc | \$ 41,540.00 | \$ 103,448.00 | \$ 4,741.00 | \$ 149,729.00 |
| 4 | Pacific Polymers Inc | \$ 65,345.00 | \$ 173,250.00 | \$ 16,023.00 | \$ 254,618.00 |
| 5 | Cook Coatings Inc | \$ 57,700.00 | \$ 129,000.00 | \$ 12,292.00 | \$ 198,992.00 |
| 6 | All Seasons Insulation Inc | \$ 69,336.00 | \$ 160,377.00 | \$ 18,546.00 | \$ 248,259.00 |
| 7 | Western Pacific Roofing Corp. | \$ 58,975.00 | \$ 142,805.00 | \$ 19,100.00 | \$ 220,880.00 |
| 8 | Best Contracting Services, Inc | \$ 66,000.00 | \$ 168,000.00 | \$ 34,000.00 | \$ 268,000.00 |

After review of the responses received the lowest responsible and most qualified bidder was identified to be Foam Experts Roofing Inc. Staff is recommending award of a construction agreement to Foam Experts Roofing Inc in the amount of \$149,729 plus a 15% contingency, thus a total not to exceed amount of \$172,188.35.

FISCAL IMPACT:

The recommended action will require an appropriation from unallocated reserves. It is recommended the improvement costs for the Corporate Yard facility be shared by the Coachella Water Authority and an appropriation from unallocated Coachella Water Authority reserves be approved in the amount of \$59,482.60. The remaining cost for the improvements would require an appropriation from unallocated General Fund reserves, in the amount of \$112,705.75.

Attachments: Proposed Agreement

**CITY OF COACHELLA
CITY FACILITIES Re-ROOF AGREEMENT
PROJECT NO. 091520**

PARTIES AND DATE.

This Agreement is made and entered into on October 14, 2020 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, (hereinafter referred to as “City”) and Foam Experts Roofing, Inc., a corporation with its principal place of business at 1107 S. Wilbur Street, Mesa, Arizona 85210 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the City Facilities Reroof Project No. 091520 (“Project”) as set forth in this Agreement.

TERMS.

3.1 Scope of Services and Term.

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

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions

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

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

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

3.1.3 Term. The term of this Agreement shall be from October 15, 2020 to December 31, 2020, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

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

manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit “A & B”, attached hereto and stated herein by this reference, are not

completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of five hundred dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile*

Liability: \$1,000,000.00 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

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

3.2.12 Bonds.

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

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this

Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS AND THIRTY FIVE CENTS (\$172,188.35) without written approval of City’s City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and

supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work used herein, "Extra Work" means any

work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

CONTRACTOR:
Foam Experts Roofing, Inc.
1107 S. Wilbur St
Mesa, Arizona 8520
Attn: Joyce Martin

CITY:
City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Public Works Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>CITY OF COACHELLA</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p> <p>Approved as to Form:</p> <p>_____</p> <p>City Attorney</p> | <p>FOAM EXPERTS ROOFING, INC.</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Joyce Martin</p> <p>_____</p> <p>President</p> <p>_____</p> <p>License Number</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXHIBIT A
SCOPE OF SERVICES

A. SCOPE

- a. Remove all loose dust and debris and haul away.
- b. Buckles, blisters, fish mouths will be cut out or fastened.
- c. Remove soft asphalt, mastic, oils, solvents, grease, loose particles, loose coating or any other foreign matter that may deplete the new roof system.
- d. Grind loose paint from all Z-Bar and counter flashing as needed to allow good adhesion.
- e. Provide new pipe, ensure all roof drains function, and vent flashings as needed; make any repairs needed to existing roof drains, flashing.
- f. Inspect for dry-rot, any found will be replaced with needed sheathing.
- g. Any plumbing, electrical, framing and/or mechanical equipment modifications will be completed.
- h. Re-roof will be completed using a spray polyurethane foam application at a thickness of at least one inch and density of 3.0; application will be at least one gallon per 100 square feet. Application will meet ASTM and California Building Code Standards.
- i. Polyurethane foam shall be applied uniformly over entire roof surface, ensuring existing drains/utilities are left visible. Ensure all roof slopes are maintained after application.
- j. Additional foam will be added to ponding area to eliminate ponding conditions.
- k. The Polyurethane Roofing application will be installed by a trained and certified technician.
- l. Prior to application of protective coating the polyurethane foam shall be inspected for suitable base coat application. The polyurethane foam shall be clean, dry and sound.
- m. Polyurethane foam shall be given proper time to cure as per manufacturer standards and be free from dust, dirt, contaminants, moisture and other materials that will impair adhesion on the protective coating.
- n. Over entire new polyurethane foam roof system apply multiple coats of Thermo-

Flex 1000 high solids, elastomeric roof coating for a total thickness of 28-30 dry mils; as per manufacturer standards and ASTM Standards for Polyurethane Foam Re-Roof Application.

- o. Coat must be manufactured using 100% acrylic resins, coating is a water based, non-toxic roof coating, fire rated and UV resistant.
- p. All roof coating will be installed by a trained and certified technician.
- q. Contractor will remove all masking, overspray materials, and all trash from jobsite once complete.
- r. A final job walk will be conducted with City representative.

B. ALL WORK TO COMPLY WITH BELOW STANDARDS

- a. ASTM D7425
- b. ASTM D5469
- c. ASTM D6947
- d. ASTM D6905
- e. ASTM D6083
- f. ASTM D6694
- g. ASTM D6947
- h. California Building Code Chapters 15 (special attention to 1507.14 Sprayed Polyurethane Foam Roofing)
- i. California Building Code Chapter 26

C. SUBMITTALS

- a. Product data for each type of produce specified include manufacturer's technical product data, installation instructions and recommendations for each type of roofing product required. Include data substantiating that materials comply with specified requirements.
- b. Show evidence that the Installer specializes in polyurethane foam roof application with a minimum of 5 years' experience and who is certified by the roofing system manufacturer as qualified to install manufacturer's roofing materials.
- c. Show evidence that the products and materials are manufactured in the United States and that materials provided conform to all requirements specified herein, and

are chemically and physically compatible with each other and are suitable for inclusion within the total roof system specified herein.

- d. Contractor is responsible as part of the submittal to provide Owner with the needed amounts of material purchased. Any unused material will be returned to the supplier for credit to the City. The contractor becomes solely responsible for all material upon shipment to the job site. If the contractor runs short of material needed to complete the project they will be responsible for the purchase of the material difference.

D. INSPECTIONS

- a. The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the City's designated representative, with a written schedule of all daily operations.
- b. Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.
- c. Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within two (2) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.
- d. Water testing will be completed prior to final inspection.

E. WARRANTY

Workmanship on all contracted work at all job sites shall be five years from the date of the final invoice; warranty includes materials and labor.

F. FINAL INSPECTION

- a. At completion of roofing installation and associated work, meet with installer, installer of associated work, owner, roofing system manufacturer's representative, and other representatives directly concerned with the performance of the roofing system.
- b. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs, drains, and other equipment. List

all items requiring correction or completion and furnish copy of list to each party attending.

- c. Repair or replace deteriorated or defective work found at time above inspection to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

1. Civic Center

- a. 53-990 Enterprise Way, Coachella
- b. 11,881 square feet (109 ft x 109 ft)



2. Coachella Corporate Yard

- a. 53462 Enterprise Way, Coachella
- b. 31,500 square feet (350 ft x 90 ft)



3. Bagdouma Community Center

- a. 51-251 Douma Street, Coachella

b. 3,360 square feet (105 ft x 32ft)



EXHIBIT B
SCHEDULE OF SERVICES

- 60 days from Notice of Award
- 30 days from Notice to Proceed

EXHIBIT C
COMPENSATION

- Awarded compensation \$149,729.00.
- Authorized contingency of 15%, \$22,459.35.
- Total not to exceed amount is \$172,188.35.



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Staff recommends that the City Council consider approving the execution of a lease agreement between the City of Coachella and Coachella Bar for space in the Old Water Billing Building.

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approving the execution of a lease agreement between the City of Coachella and Coachella Bar for 2,024 square feet of space in the Old Water Billing Building.

BACKGROUND:

On May 16, 2019, the City of Coachella Economic Development Department issued a Request for Proposals (RFP) to solicit well-qualified business entities the opportunity to operate a 2,024 square foot restaurant/café in the old Water Billing Building located in the Downtown Pueblo Viejo District. The objective was to provide a unique destination restaurant/café with a distinctive menu and experience that will cater to visitors of the Downtown Pueblo Viejo District and draw people to the area for a memorable experience. The RFP also provided economic development incentives to the well-qualified business in order to assist with startup costs. The deadline for proposals was February 27, 2020.

On March 5, 2020, City staff provided any update to the Economic Development Sub-Committee meeting on the number of proposals received and the evaluation process. Upon review of the RFP requirements, that included conceptual design, marketing and customer service, related business experience and capital investment, staff and the Sub-Committee determined that the Coachella Bar was the most suitable and qualified proposal.

DISCUSSION/ANALYSIS:

The proposed lease agreement will allow the bar to function on an annual basis and provide economic development incentives that will allow for a successful start-up. The Lessee will be responsible for all tenant improvements; however, will be subsidized by the City with a reduced lease rate until the cost of the tenant improvements is recovered. The City will also waive all permitting/planning fees for the first year of operation. The lease rate will be \$1.00/square foot,

which shall equal to a \$2,024/monthly payment to the City, once the cost of the tenant improvements are recovered.

ALTERNATIVES:

1. Execute Lease Agreement with Coachella Bar with economic development incentive package.
2. Execute Lease Agreement with Coachella Bar with no economic development incentive package.
3. Not execute Lease Agreement with Coachella Bar.

FISCAL IMPACT:

If the City Council approves the staff recommendation, the lease agreement will yield annual revenue of \$24,288.00 plus sales tax revenue, while providing a much-needed amenity to the Downtown Pueblo Viejo District.

ATTACHMENT(S):

1. Lease Agreement
2. RFP – Old Water Billing Department

CITY OF COACHELLA

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of October 14, 2020 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and COACHELLA BAR, a corporation (the "Lessee"), with reference to the following facts:

RECITALS

A. Lessor is the owner of certain real property located at 1515 Sixth Street, in the City of Coachella, County of Riverside, Assessor Parcel Number (APN) 778-062-001, described in more detail in attached Exhibit "A" incorporated herein by this reference (the "Property"); and

B. Lessee desires to lease from Lessor the Property referenced in more detail in the attached Exhibit "A" for purposes of operating and managing a restaurant/bar business; and

C. Lessee will be responsible for all tenant improvements the leased space; and

D. Lessor will provide economic development incentives that include subsidizing lease rates until all the cost of tenant improvements are recovered and waive all permitting/planning fees for the first year of operation; and

E. Lessor will not be liable or responsible for any damage or injury occurring on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rent and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.

3. Premises. The Premises described in Exhibit "A" amounts to an area of approximately 2,024 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit "A" as the description of the Premises and shall be attached and incorporated herein as Exhibit "B." If performed, the Survey attached as Exhibit "B" shall control the description of the Premises thereafter.

4. Term of Lease.

4.1 Term. The original term of the Lease shall be for a eight (8) year period commencing on November 1, 2020 and terminating on November 1, 2028 (the "Term"). If Lessee decides to make tenant improvements to the Premises for which a City Building Permit is issued, then the Lessee's rent shall be waived until such time as all tenant improvement costs have been recovered by the Lessee; all tenant improvement credits must be preapproved and invoices provided to allow for rental credit. All tenant improvements shall be approved by Lessor pursuant to Section 11.

5. Rent.

5.1 Rent. During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of Two Thousand Twenty Four Dollars (\$2,024.00) per month.

The Lessee will pay the monthly rent to the Lessor in advance of the fifteenth (15) day of each month starting November 15th and continuing throughout the term of this Lease.

5.2 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 22.

6. Utilities, Maintenance and Insurance.

6.1 Utilities. Lessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Lessee on the Premises, including, without limitation: cable, electricity, telephone, internet, water, sewer and trash removal services as described in Exhibit "C", and Lessee shall pay for any and all charges for establishment or connection of utility services to the Premises.

6.2 Maintenance. Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, all maintenance of fencing, gates, landscaping, all improvements existing at the commencement of this Lease, and any improvements installed or constructed by Lessee during the term of this Lease.

6.3 Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

- a. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.
- b. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee,

and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risk of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

- c. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
- d. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.

8. Security Alarm Monitoring Services. The Lessee agrees to provide at its sole cost and expense security alarm monitoring services for the leased Premises.

9. Use. Lessee shall use and occupy the Premises for purposes of operating and managing a restaurant/bar business in the old water billing/old fire station building. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

10. Hazardous Substances and Hazardous Materials.

10.1 Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

10.2 Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

11. Improvements.

11.1 Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor.

11.2 Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.

11.3 Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alterations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Notwithstanding the foregoing, upon termination of this Lease, Lessor may require Lessee to remove some or all of Lessee's installations, additions, improvements and alterations, at Lessee's sole cost and expense. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.

11.4 Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises and to keep and to hold the Premises free, clear,

and harmless of and from all liens that could arise by reason of any such work.

11.5 Art Murals. The water billing building currently has three (3) art mural installations that will be kept in their current location. The Lessee will not be allowed to remove or modify the art murals in any way. The Lessee will be financially responsible if the art murals become damaged during the tenant improvements or the construction phase. If damaged, the art murals shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense

12. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.

13. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor.

14. Lessor's Consent Required. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion.

15. Assignment and Subleasing. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.

16. Use of Premises by another Party. The Premises may not be used by any person or party other than the Lessee, its officers, employees, and agents.

17. Use of Premises by City. The Premises may be accessed and used at any time, as needed, by any City staff, for purposes of inspecting the building for maintenance and repairs of various systems.

18. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

19. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agree to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.

20. Lessor's Remedies on Default. If Lessee defaults in the payment of rent

or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail or (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessee: Coachella Bar
85995 Grapefruit Blvd
Coachella CA 92236

To Lessor: City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: City Manager

23. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or Joint venture is to be created by or implied from this Lease.

24. Time of Essence. Time is of the essence of this Lease.

25. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

26. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LESSEE:
COACHELLA BAR
California Corporation

By: _____
Nick Meza

LESSOR:
THE CITY OF COACHELLA
California Municipal Corporation

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

Attest:
By: _____
Angela M. Zepeda
City Clerk - City of Coachella

Approved as to Form:
By: _____
Best, Best & Krieger LLP
City Attorney

EXHIBIT "A"

DESCRIPTION OF PREMISES

The City of Coachella (Lessor) owns real property located at 1515 Street, in the City of Coachella, County of Riverside, State of California. The Old Water Billing/Old Fire Station building is part of the City Hall and Veterans Memorial Park Property, identified by the following assessor parcel number: 778-062-001. The Lessee will only occupy the highlighted area, which included the 2,024 square foot building and outdoor space around the building (small water fountain and paved area).

Depiction/Sketch

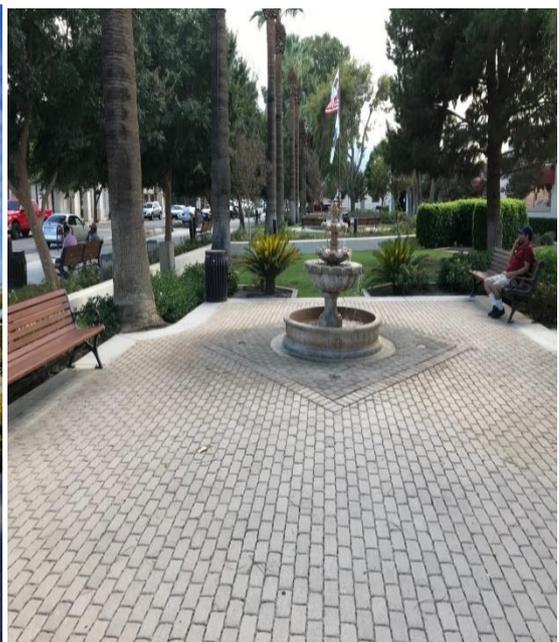


EXHIBIT "B"

SURVEY OF LEASED PREMISES

No survey was completed by the Lessee.

EXHIBIT "C"

Lessor's real property is located at 1515 Sixth Street. The property is approximately 2,024 square feet.

Lessee shall establish accounts for the property under Lessee's name for all utilities. Lessee will maintain current all utility billing for the property.



Request for Proposals

City of Coachella Old Fire Station Building Lease

Site Address:
1515 Sixth Street
Coachella, CA 92236

Issued: Monday, December 16, 2019

Proposals Due: Thursday, February 27, 2020

Table of Contents

| Section | Page |
|------------------------------------------------------------|-------------|
| I. Introduction | 2 |
| II. Invitation to Propose | 2 |
| III. Old Fire Station Building Description | 3 |
| IV. Goal/Objectives | 4 |
| V. Proposal Requirements | 5 |
| VI. Lease Terms and Economic Development Incentives | 7 |
| VII. Instructions and Schedule for Submitting of Proposals | 7 |
| VIII. RFP Inquires | 8 |
| IX. Public Records | 8 |
| X. Evaluation Process and Selection Criteria | 9 |
| Exhibit "A" – Site Map | 10 |
| Exhibit "B" – Site Pictures | 11 |
| Exhibit "C" – Lease Agreement Template | 14 |

I. Introduction

The City of Coachella is known as the “City of Eternal Sunshine” and the “Gateway to the Salton Sea”, and along with its largely young, rural and family oriented demographics makes it one of the most appealing and up-and-coming areas in Southern California and the County of Riverside. The City of Coachella was incorporated on December 13, 1946. According to the 2010 U.S. Census and Southern California Association of Governments (SCAG), the City of Coachella has a population of over 46,000 people with forecasting numbers that indicate a population of 135,000 by 2035, making it the 2nd largest city in the Coachella Valley. The City has over 29 square miles of mix use zoning opportunities, such as agriculture, commercial retail, industrial and housing. This culturally rich and family oriented City has a median age of 24.5 years old with an average family size of 4.57/household.

II. Invitation to Propose

The City of Coachella is pleased to offer an exciting economic development opportunity for a well-qualified business entity to operate within the 2,024 square foot old fire station and current water billing building located at the City Hall site on 1515 Sixth Street in the Downtown Pueblo Viejo District (APN: 778-062-001).

Qualified proposals must have demonstrated experience, and knowledge of restaurant/retail business operations—including financing, marketing, design, leasing, management and oversight. It is further expected that proposals will be based on a thorough understanding of existing and future business market conditions and trends and that final proposals will contain realistic financial projections.



III. Old Fire Station Building Description



The existing 2,024 square foot, two-story public water billing building is on 4.24 acres of City Hall/Veteran's Memorial Park and is in the C-01 (Commercial) Zone, please see site map and site pictures (Exhibit "A" and "B"). The project site has existing separate utility connections and will include the following:

- First Floor – 1,311 Square Feet:
 - 4 Office Spaces
 - Lobby Area with Stairs
 - Front Patio Area with Water Fountain
 - 3 Exterior Art Mural Installations
- Second Floor (Non-ADA Compliant) – 713 Square Feet:
 - Conference Room
 - Restroom
 - Kitchen Area

IV. Goals/Objectives

The goals/objective of this Request for Proposals (RFP) is to award a long term lease to an operation who will accomplish the following:

- Provide a unique destination restaurant and/or related retail operation with a distinctive menu/experience that will cater to visitors of the Downtown Pueblo Viejo District and draw people to the area for a memorable experience;
- Develop a creative façade and tenant improvement design that utilizes the current amenities of the City Hall campus;
- Maximize attendance through featured menu items, service, ambiance, and special events marketing;
- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting destination;
- Implement quality marketing and advertising campaign; and
- Work in a collaborative effort with the City to incorporate to the vision of a walkable and sustainable Downtown Pueblo Viejo District and ensure an optimum experience for those going to the new City Library, expanded Senior Center, City Hall, new County DPSS Building, new Palm View Elementary and the surrounding community.

Furthermore, the proposed restaurant/retail development will promote public enjoyment, provide job opportunities for local residents, and complement the Downtown Pueblo Viejo Implementation Plan ("Plan"). (Please note the Plan is available on the website - <https://www.coachella.org/departments/pueblo-viejo-revitalization-plan>)



Eligible Projects:

- Restaurant/Café – (Diverse Food Menu Preferred)
- Bar/Saloon
- Retail Store (Non-Cannabis)
- Business/Sales Tax Generating Incubator
- Art Gallery

Ineligible Projects:

- Visitor Center
- Non-Profit Organization
- Church
- Dispensary

V. Proposal Requirements

Interested parties shall submit written proposals that contain the following essential elements:

- A. Conceptual: Please describe in detail the business concept being proposed and how it will fit into the Downtown Pueblo Viejo District and compliment the culture and quality of life. Provide preliminary plans, sections, diagrams and elevations in sufficient detail showing the manner in which proposer plans to develop the premises as follows:
- Floor plans of space showing proposed uses, layout, circulation and utilities.
 - Proposed integration with the Downtown Pueblo Viejo District Design Guidelines, on City website <https://www.coachella.org/departments/pueblo-viejo-revitalization-plan>.
 - One or more architectural rendering(s) of business indicating layout of space, general color scheme, style of furniture, fixtures, materials to be used for flooring, walls and lighting.
 - For all products, please include quality grade, brand names and anticipated costs.
- B. Business Plan, Marketing and Customer Service: Please describe the business and marketing plan proposed for use in operations, with an emphasis on measures designed to obtain maximum patronage during peak and non-peak periods. Please include any market study analysis or

Per Forma statements that will illustrate the viability, sustainability and importance of proposed business:

- Describe customer service objectives for the business, specifically employee training and retention programs to support and meet objectives.
- Menu (if applicable): include a copy of the proposed menu for the restaurant Menu: include a copy of the proposed menu for the restaurant food/beverage and any associated merchandise being proposed, which includes non-alcoholic and alcoholic beverages indicating as applicable portion size, suggested price, and name brands.
- Hours: provide proposed days and hours of operation for the proposed business.

C. Project Team (Applicant): Please describe a brief history and experience of the applicant and their team:

- Operational: submit sufficient information to allow the City to evaluate the management structure and operating program of the proposed business concept.
- Business operations: describe current business operations. Please note that City staff may elect to perform a site visit to review/confirm current business conditions
- Minimum Qualifications: provide evidence that the proposer has experience in business administration and be able to show progressive quality management of similar types of business for the past five (5) years.
- References: provide references to evidence the minimum experience requirements, including the name of the operation, address, contact person, telephone number, and annual gross sales generated.
- Management Structure: describe the management structure to be employed in the operation of the business. Please include a job description for the on-site manager, include the number of employees and a proposed daily schedule to deliver good customer service during the proposed hours of operation.

- Insurance Coverage: provide evidence that the proposer has the ability to obtain the necessary insurance required for the operation of the proposed business. Acceptable evidence includes letters from the proposer's insurance company dated no earlier than two weeks before the submittal deadline date and signed by an officer of the insurance and security provider.
- D. Capital Investment: Please provide the cost for interior construction, finishes, furnishings, fixtures, trade equipment, and architectural and engineering fees and the proposed method of financing, such as small business loan, micro-loan, saving account, etc. The applicant will be responsible for **ALL** tenant improvements and obtaining all the necessary permits. Please note that the City has pre-existing utility connections that will be changed to the new tenant once the Lease Agreement has been executed.
- E. Art Murals: The water billing building currently has three (3) art mural installations that will be kept in their current location. The tenant will **NOT** be allowed to remove or modify the art murals in any way. The tenant will be responsible if the art murals become damaged during the tenant improvements or the construction phase.

VI. Lease Terms and Economic Development Incentives

Multiple City incentives will be available to the selected restaurant/retail space operator which include, but are not limited to:

- Fast Track Permitting Assistance/Ombudsman Service: The City's Economic Development team will assist with expediting the permit approval process and will monitor the permit application through the development review and approval process. Furthermore, the Economic Development team will provide personalized ombudsman assistance which simplifies the process of navigating City departments and processes. All tenant improvement application and inspection fees will be waived.
- City will subsidize the lease rate with potential tenant until the full cost of their tenant improvements has been recovered – 3 years maximum.
- Lease Rate will be \$0.70/square foot after cost of tenant improvements have been recovered or 3 years have passed, whichever one is first.
- Lease Term – 3 years maximum (with an opportunity to renew).

- City will be responsible for the maintenance and operations of existing landscaping, Art Murals and major mechanical, plumbing and electrical systems.

VII. Instructions and Schedule for Submitting of Proposals

The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Proposals. Expenses include, but are not limited to, expenses by proposer in: preparing a Proposal or related information in response to RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Proposals made in response to this RFP.

Proposals are due before 5:00 PM on February 27, 2020. This time and date is fixed and extensions will not be granted. The City does not recognize the U. S. Postal Service, its postmarks or any other organization as its agent for purposes of dating the Proposal. All Proposals received after the deadline shown will be rejected, returned to sender and will not receive further consideration. Furthermore, the City reserves the right to reject any and all Proposals and to waive information and minor irregularities in any Proposal received.

Mail, hand-deliver or e-mail Proposal to:

Attn: Gabriel Martin
 City of Coachella Economic Development Department
 53990 Enterprise Way, Coachella, CA 92236
 E-mail: gmartin@coachella.org

VIII. RFP Inquires

For questions or clarifications pertaining to this RFP, please contact Gabriel Martin, Economic Development Manager, at (760) 625-6062 or gmartin@coachella.org

IX. Public Records

All proposals submitted in response to this RFP become property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least ten (10) days before selection and award.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Proposal. Personal information should be labeled as confidential and will remain so. Note under California law, a price proposal to a public agency is not a trade secret.

X. Evaluation Process and Selection Criteria

The City will conduct the selection process. The City is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses or to terminate development negotiations at any time. The City reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to City staff, community groups, or others.

As part of the evaluation process, the City expects to interview some, but not necessarily all, of the parties submitting proposals.

The intent of the RFP step of this selection process is to identify qualified parties interested in operating and maintaining a full-service business and related amenities within the Downtown Pueblo Viejo District. The selection of a qualified proposer will be based generally upon his/her experience in the retail business industry and ability to demonstrate progressive quality business management practices for over a five (5) year period, including the quality of the proposed business and capacity to carry out the business development in a carefully and coordinated manner with the full collaboration of the City.

The proposal will be evaluated based upon the following criteria:

| Selection Criteria – Water Billing Building Proposed Business | Score: |
|----------------------------------------------------------------------|---------------|
| Benefit of Proposed Business to the Downtown Pueblo Viejo District | 30 |
| Strength of Business Team and Management Experience | 25 |
| Financial Strength & Capital Accessibility | 20 |
| Quality of Proposed Business Plan | 15 |
| Conceptual Rendering and Floor Plan | 10 |
| | |
| TOTAL: | 100 |

Exhibit "A"

Site Map

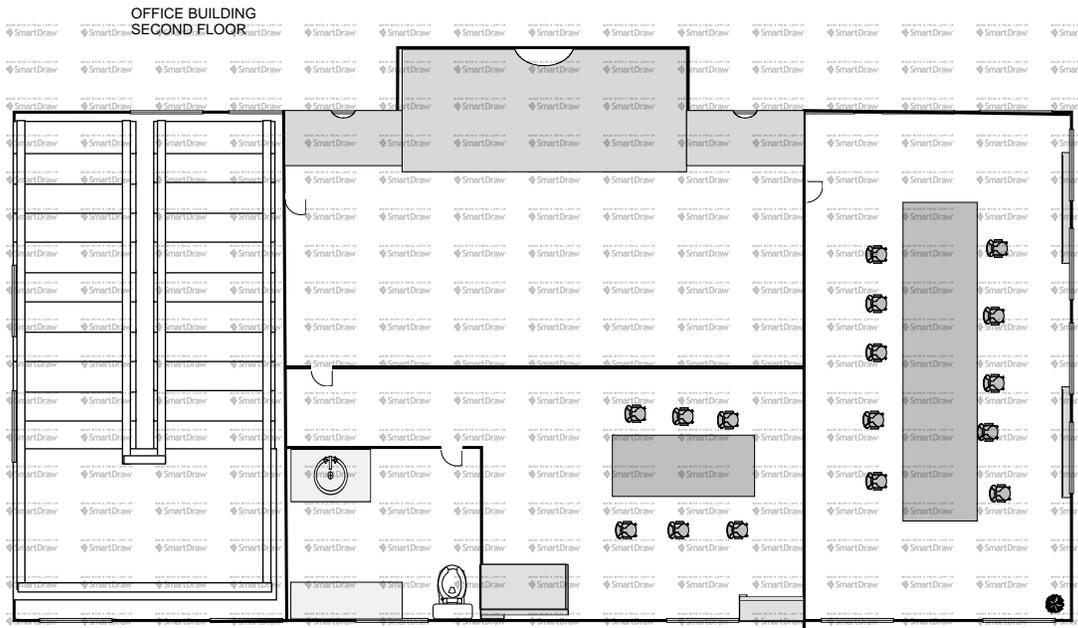
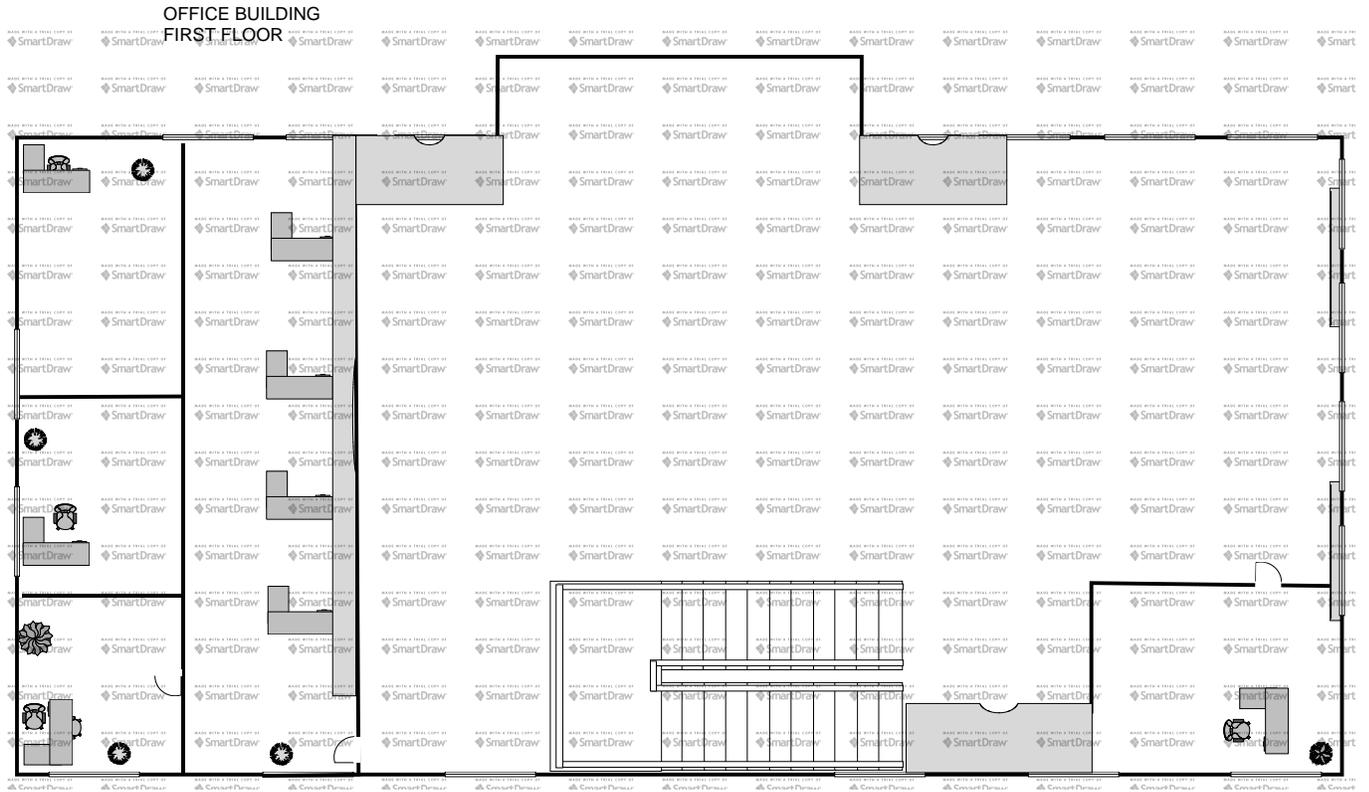


Exhibit "B"

Site Pictures

Outside:



First Floor:



Second Floor:



Exhibit "C"

Lease Agreement Template - DRAFT

LEASE AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
LESSEE FOR RETAIL SPACE

THIS LEASE AGREEMENT (the "Lease") is made as of **March XX, 2020** by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and **ENTITY NAME**, a private entity (the "Lessee"), with reference to the following facts:

RECITALS

- A. The City owns a 2,024 square foot, two-story public water billing building, located at City Hall Campus, 1515 Sixth Street, Coachella, CA 92236, which is described in Exhibit "A" (the "Leased Premises"); and
- B. Lessee desires to lease all 2,024 square feet in the Leased Premises from the City for retail space and programming use; and
- C. City Plans to relocate the Water Billing Division to a newly remodeled wing in the City Hall Building, previously held by the Development Services Department; and
- D. Lessee will be responsible for all tenant improvements and utility services; and
- E. Lessee is eligible for all Economic Development Incentives provided in Section 5 of this agreement and approved by the Economic Development/Planning Sub-Committee on September 5, 2019; and
- F. Lessor will not be liable or responsible for any damage or injury occurring on the Leased Premises; and
- G. Lessor will still be responsible for all landscape and building maintenance of Leased Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises described in **Exhibit "A"** amounts to an area of approximately 2,285 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace **Exhibit "B"** as the description of the Premise
4. Term of Lease.
 - a) The original term of the Lease shall be for a three (3) year period commencing on **March XX, 2020 and terminating on March XX, 2023** (the "Term").
 - b) During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of One Thousand Four Hundred Sixteen Dollars (\$1,416.00) per month, once all the costs of the tenant improvements have been recovered by the Lessee.
 - c) The annual rent will be paid by the Lessee to the Lessor in advance of the 27th day of each month and continuing throughout the term of this Lease.
 - d) Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.
5. Economic Development Incentives.
 - a) Fast Track Permitting Assistance/Ombudsman Service: The City's Economic Development team will assist with expediting the permit approval process and will monitor the permit application through the development review and approval process. Furthermore, the Economic Development team will provide personalized ombudsman assistance which simplifies the process of navigating City departments and processes.
 - b) All tenant improvement application and inspection fees will be waived.
 - c) City will subsidize the lease rate with Lessee until the full cost of their tenant improvements has been recovered – three (3) years maximum.

- d) Lease Rate will be \$0.70/square foot after cost of tenant improvements have been recovered or three (3) years have passed, whichever ever one if first.
- e) Lease Term – 3 years maximum (with an opportunity to renew).

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Lessee on the Premises, including, without limitation: electricity, water, sewer, internet and trash removal services. Lessee shall pay for any and all charges for establishment or connection of utility services to the Premises.
- b) Maintenance. Lessor shall provide all maintenance and repairs, at Lessor's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, weed abatement, fencing, all improvements existing at the commencement of this Lease, and any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease.
- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
 - i. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.
 - ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of

such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

- iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
- iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Use. Lessee shall use and occupy the Premises for purposes of retail space and programming use. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Hazardous Substances and Hazardous Materials.

- a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall

be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

- b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

9. Improvements.

- a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor.
- b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee. Any tenant improvement designs must be approved by the City and undergo the tenant improvement permit process through the Development Services Department.

- c) **Removal of Improvements.** All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alterations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Notwithstanding the foregoing, upon termination of this Lease, Lessor may require Lessee to remove some or all of Lessee's installations, additions, improvements and alterations, at Lessee's sole cost and expense. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.
- d) **Mechanic's Liens.** Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.
10. **Termination.** Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.
11. **Signs.** Lessee shall not install any signs on the Premises without the prior written consent of Lessor. Lessor has the option to authorize a billboard to be installed on the Premises during the term of the Lease.
12. **Lessor's Consent Required.** Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion.
13. **Assignment and Subleasing.** Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation

of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.

14. Use of Premises by City. The Premises will be used for as retail space and programming for the Lessee.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.
17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.
19. Notices. Any notice, request, demand, or other communication which either party may

or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessee:
 City of Coachella
 1515 Sixth Street
 Coachella, CA 92236
 Attn: Gabriel Martin
 Economic Development Manager
 Phone: 760) 398-3502 Ext. 124
 E-mail: gmartin@coachella.org

To Lessor:

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.
21. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
22. Time of Essence. Time is of the essence of this Lease.
23. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
24. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.
- 25.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

LESSEE:

LESSEE

California Private Entity

By: _____

Name, Position

LESSOR:

THE CITY OF COACHELLA

California Municipal Corporation

By: _____

William B. Pattison Jr., City Manager

Attest:

By: _____

Angela M. Zepeda

City Clerk - City of Coachella

Approved as to Form:

By: _____

Best, Best & Krieger LLP

City Attorney



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: 7-Eleven Service Station / Multi-Tenant Retail/Drive-Thru Coffee Shop Project

SPECIFICS:

- Resolution No. 2020-55 approving Conditional Use Permit No. 321, Conditional Use Permit No. 322, and Architectural Review No. 20-03 to allow the development of a multi-tenant restaurant/retail building including a 2,000 sq. ft. drive-thru Coffee Shop and 4,500 sq. ft. restaurant/office space, a 12-fueling position Canopy for Service Station and a 4,088 sq. ft. mini-market with alcohol sales and 24 hour operations on 3.1 acres of vacant land on partially-developed land in the C-G (General Commercial) zone located at the northeast corner of Cesar Chavez Street and First Street.
- Resolution No. 2020-56 approving Tentative Parcel Map No. 37940 to subdivide 8.25 acres (APN 778-020-007 & 778-010-017) into seven parcels for financing and development phasing purposes on property located on the Northeast corner of First Street and Cesar Chavez Street. *Coachella Retail Realty Associates, LP, Applicant.*

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing, consider any new testimony and take the following actions:

- 1) Adopt Resolution No. 2020-55 approving Conditional Use Permit No. 321, Conditional Use Permit No. 322, and Architectural Review No. 20-03 to allow the development of a multi-tenant restaurant/retail building including a 2,000 sq. ft. drive-thru Coffee Shop and 4,500 sq. ft. restaurant/office space, a 12-fueling position Canopy for Service Station and a 4,088 sq. ft. mini-market with alcohol sales and 24 hour operations on 3.1 acres of vacant land on partially-developed land in the C-G (General Commercial) zone located at the northeast corner of First Street and Cesar Chavez Street.
- 2) Adopt Resolution No. 2020-56 approving Tentative Parcel Map No. 37940 to subdivide 8.25 acres (APN 778-020-007 & 778-010-017) of vacant land into seven parcels for financing and development phasing purposes on property located at the northeast corner

of First Street and Cesar Chavez Street. *Coachella Retail Realty Associates, LP, Applicant.*

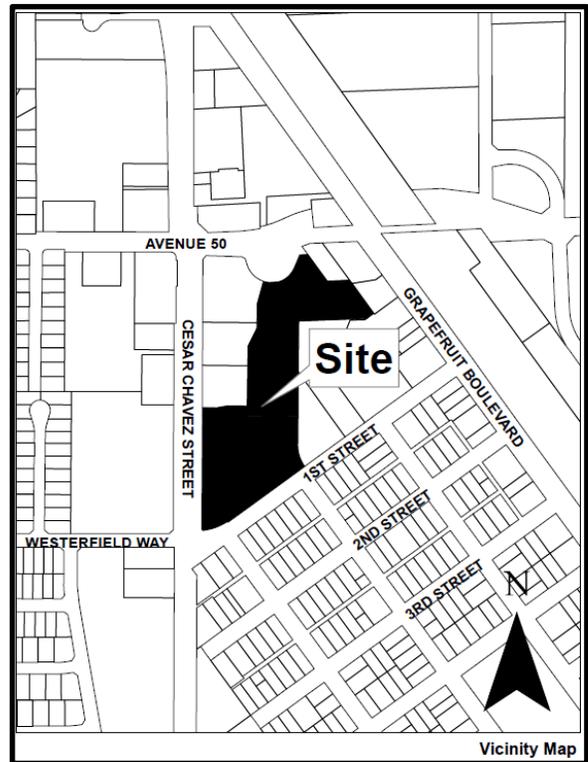
EXECUTIVE SUMMARY:

On July 15, 2020 the Planning Commission made a recommendation that the City Council approve the proposed development which is comprised of a vacant portion of an existing commercial development originally entitled under Conditional CUP No. 233 and Architectural Review 07-20 located on the east side of Cesar Chavez between Avenue 50 and First Street.

Both applications were approved by the Planning Commission on May 7, 2008 as a phased development. Tentative Parcel Map No. 37940 proposes to subdivide the 8.255 acres into 7 lots varying in size from 39,041 square feet, the smallest lot, to 61,747 square feet, the largest lot. Parcel numbers 1, 2, and 3 consists of 3.1 acres and the proposed shops are to be built as Phase II of the original approved project under CUP No. 233 and AR No. 07-20. Conditional Use Permit No. 321 proposes to develop a convenience store with 12 pump fueling stations and a drive-thru for a coffee shop within the proposed development.

Conditional Use Permit No. 322 is proposed for alcohol sales within the convenience store with the 12 fueling pumps (Type 20, Off-Sale Beer and Wine). The operator for the convenience store is expected to be 7-Eleven. Architectural Review No. 20-03 is for the proposed architectural design of the buildings and potential retail and/or a restaurant. Any other future alcohol uses will require a separate CUP, for instance if one of the buildings were to have a restaurant that would propose to serve alcohol, then a separate CUP would be required.

This project proposes to develop the southerly portion of the site as show on the vicinity map to the right, at the northeast corner of Cesar Chavez Street and 1st Street.



BACKGROUND:

At the January 15, 2020 Planning Commission meeting, staff was given direction to require a “reverse orientation” for the service station canopy and mini-market building (placing the mini-market closest to the street and the canopy behind the store) and allow a service station/ drive-thru business if it was intended for a coffee shop. The General Plan discourages certain auto-oriented uses at this location. The applicant provided exhibits for a 7-Eleven service station

building constructed in Cathedral City and the Planning Commission gave staff positive feedback. Staff believes that the elevations provided are compatible with the Walgreen's Pharmacy building.

The original Walgreen's Project was the first phase of construction, and a master site plan showing future retail pads was reviewed by the Planning Commission which at the time included a service station. The overall project included a 14,814 square foot drive-thru pharmacy (Walgreens), a 2,858 square foot drive-thru restaurant pad, a 3,243 sq. ft. service station/mini-market, and two multi-tenant retail buildings totaling 12,672 square feet. The project was then revised to modify the drive-thru component of the pharmacy and reconfigured the drive-thru for the McDonalds.

The General Plan 2035 shows the subject property as a "Downtown Center" designation which does not allow for automotive uses including service stations or gas stations and it also prohibits drive-thru establishments as illustrated on Table 4-1 General Plan designations Compatible as shown on Attachment III. The owner of Fountainhead Plaza, submitted Pre-Application 19-12 on September 23, 2019, proposing the construction of a multi-tenant restaurant/retail building including a 2,000 sq. ft. drive-thru Coffee Shop and 4,500 sq. ft. restaurant/office space, and a 12-fueling position Canopy for Service Station and a 4,088 sq. ft. mini-market on 8.25 acres of a portion of vacant land, the General Plan does prohibit gas stations and drive-thru restaurants within the Downtown Center designation.

With the adoption of the General Plan 2035, the City's Zoning Map is now inconsistent with the land use designations of the General Plan. One example of these inconsistencies with the land use designations of the General Plan and the current zoning designations is the GC (General Commercial) land use regulation versus the "Downtown Center" classification. The General Plan prohibits gas stations and drive-thru restaurants within the Downtown Center while the current zoning designation (C-G) allows the construction and operation of gas stations, car washes, and restaurants with drive-thru service with the approval of a conditional use permit, in accordance with section 17.74.010 of the Coachella Municipal Code.

TENTATIVE PARCEL MAP NO. 37940:

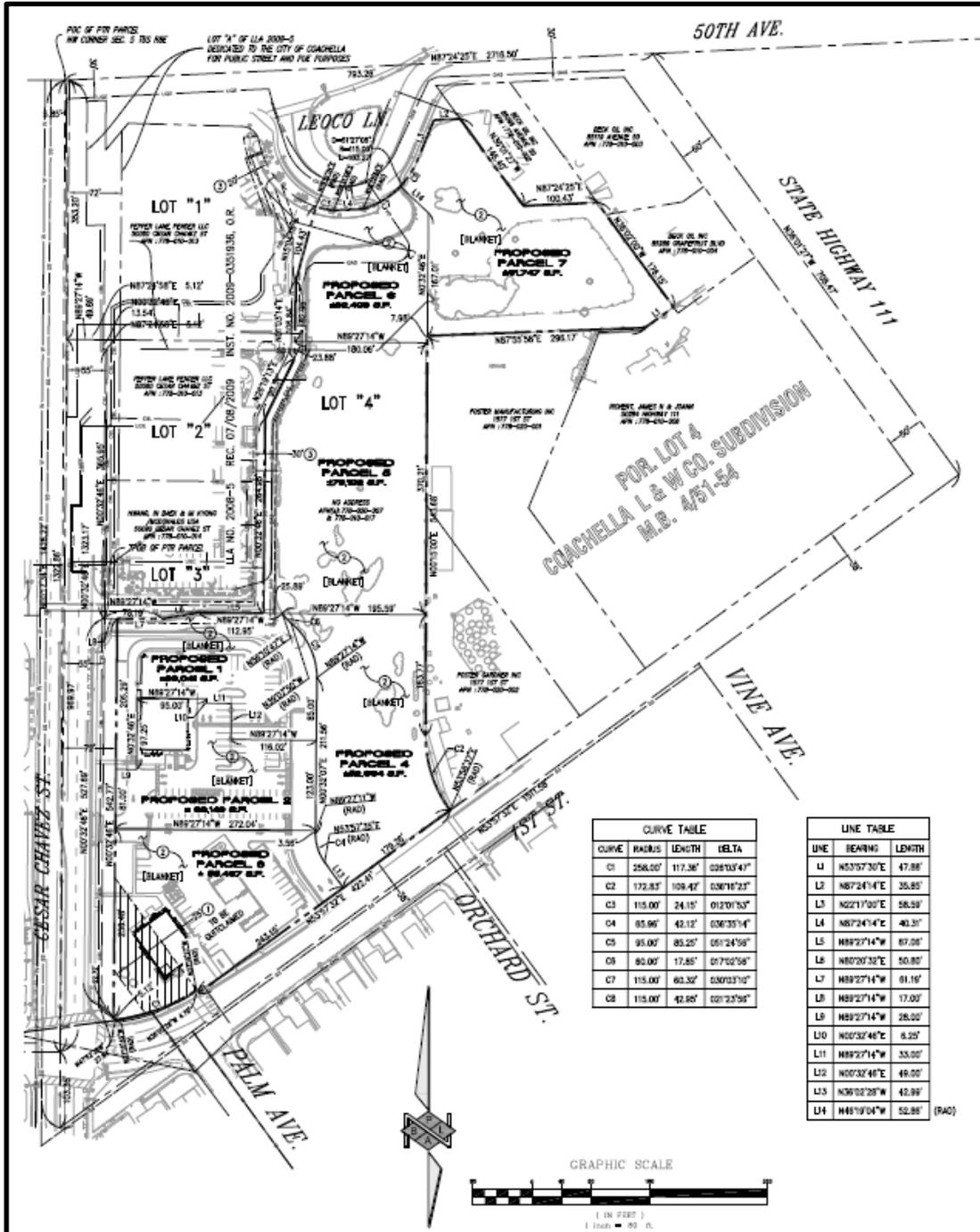
Tentative Parcel Map No. 37940 is a request to subdivide the southern and eastern portions of the Walgreen's development (8.25 acres) into seven (7) parcels. Parcels 1, 2, and 3 will be developed with the drive-thru coffee/retail store/service station respectively and Parcels 4, 5, 6, and 7 will be reserved for future commercial development. Parcel 7 contains the common-area retention basin that provides storm-water drainage needs of the existing developed properties (Walgreen's, Taco Bell and McDonalds).

The information below shows the proposed parcel (lot size) area breakdown and an exhibit of the proposed subdivision showing the new building areas and the “future” development areas.

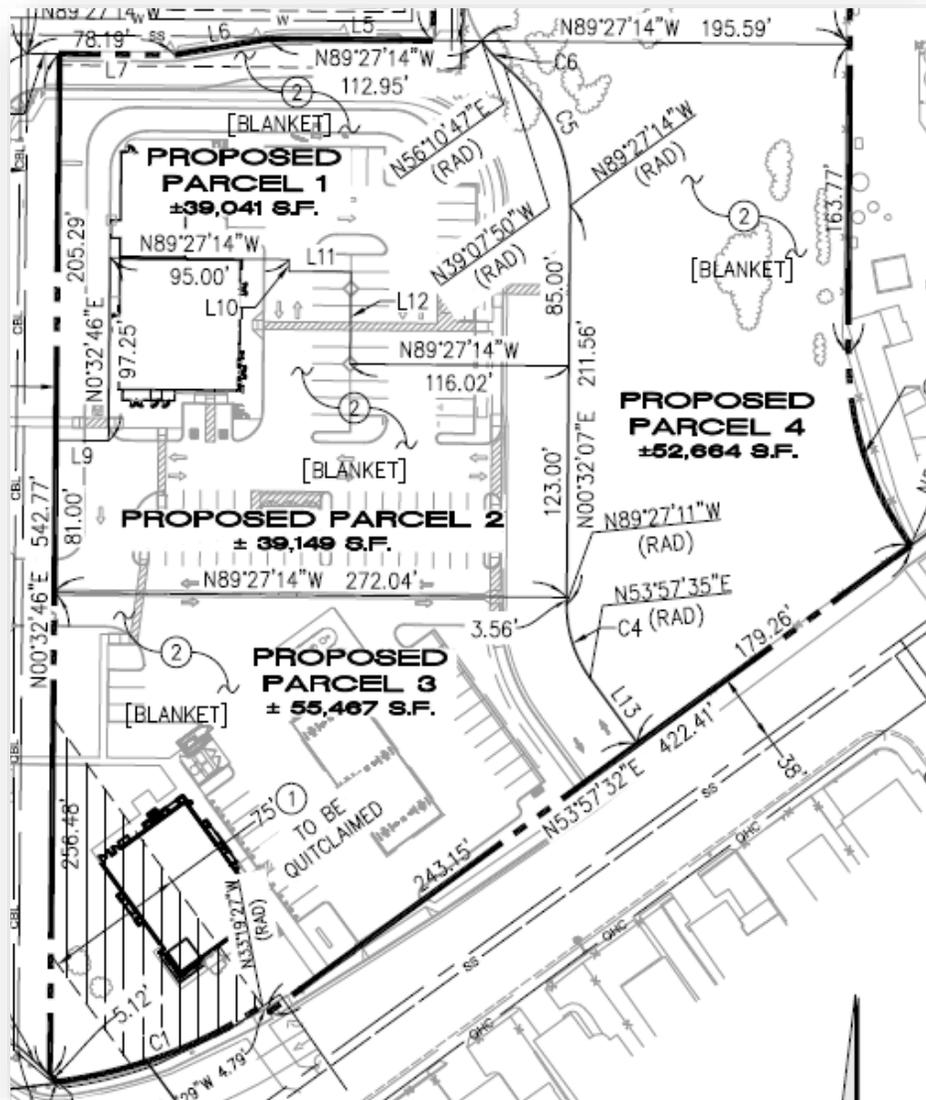
Lot No. 1 39,041 sf.
Lot No. 2 39,149 sf.
Lot No. 3 55,467 sf.
Lot No. 4 52,664 sf.
Lot No. 5 79,102 sf.
Lot No. 6 32,403 sf.
Lot No. 7 61,747 sf.

| |
|----------------------------------------------------------|
| AREA: |
| <i>EXISTING AREA GROSS = 359,573 S.F./8.255 ACRES</i> |
| <i>PROPOSED AREA GROSS = 359,573 S.F./8.255 ACRES</i> |
| <i>PARCEL 1 AREA GROSS/NET = 39,041 S.F./0.896 ACRES</i> |
| <i>PARCEL 2 AREA GROSS/NET = 39,149 S.F./0.899 ACRES</i> |
| <i>PARCEL 3 AREA GROSS/NET = 55,467 S.F./1.273 ACRES</i> |
| <i>PARCEL 4 AREA GROSS/NET = 52,664 S.F./1.209 ACRES</i> |
| <i>PARCEL 5 AREA GROSS/NET = 79,102 S.F./1.816 ACRES</i> |
| <i>PARCEL 6 AREA GROSS/NET = 32,403 S.F./0.744 ACRES</i> |
| <i>PARCEL 7 AREA GROSS/NET = 61,747 S.F./1.418 ACRES</i> |

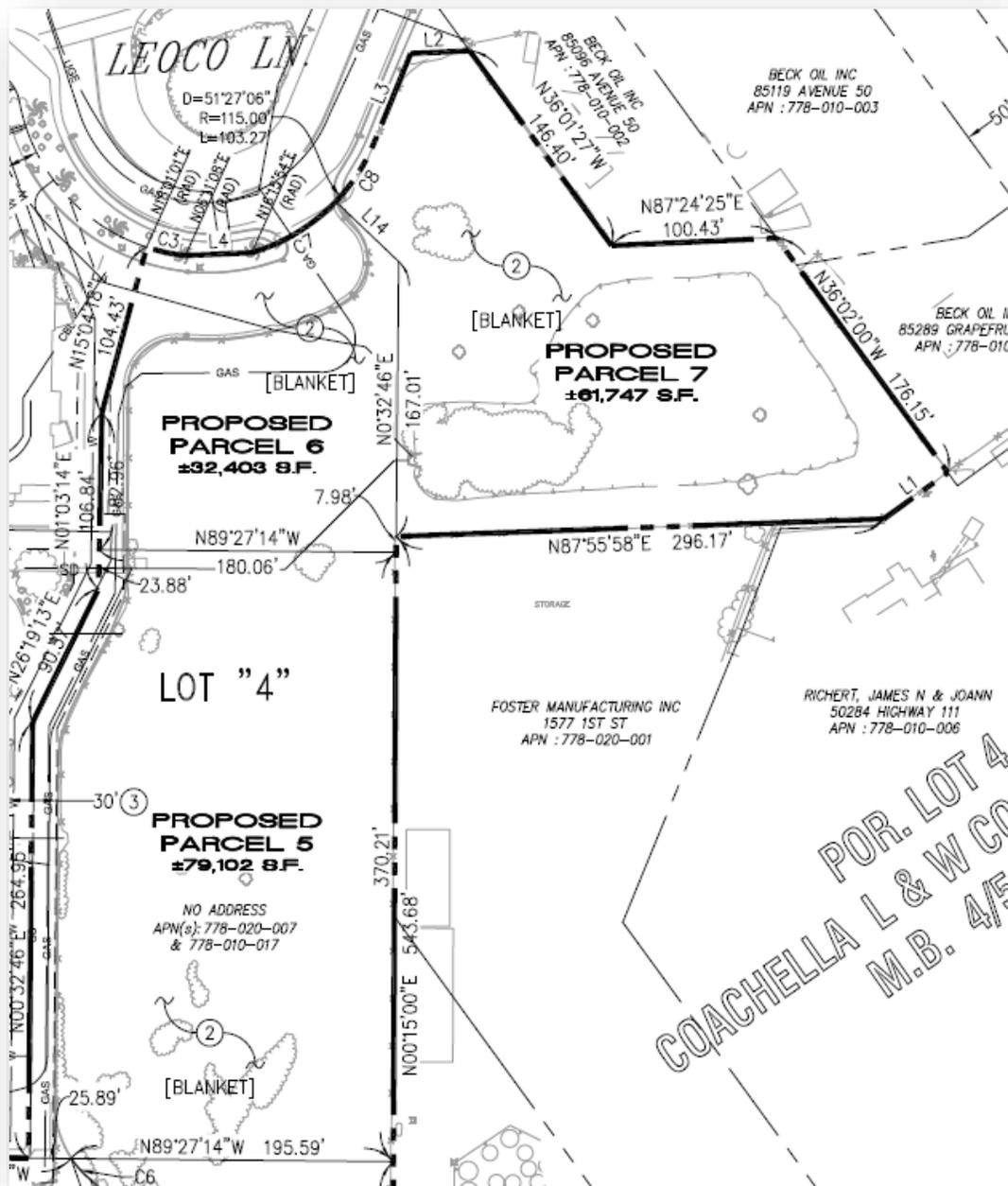
TPM 37940 (Proposed Commercial Lot Subdivision):



Proposed Parcels 1-4:



Proposed Parcels 5-7:



Parcels No. 1, 2, and 3 are being proposed for the Service Station/ Retail Shop/ Coffee Drive-Thru buildings. Staff has prepared the required findings for approval of the tentative map, and the corresponding conditions of approval. Parcel 7 will be conditioned to accept off-site drainage from Lots 1 through 3 of Lot Line Adjustment 2008-05 which currently drain into this retention basin. Additionally, staff will include a condition of approval that reciprocal access over all common area driveways and parking lots be maintained for the benefit of all parcels within Parcel Map No. 37940.

DISCUSSION/ANALYSIS:

Environmental Setting:

The proposed development is Phase II of the originally entitled project CUP No. 233 and Architectural Review 07-20 approved on May 7, 2008. The surrounding land uses and zoning designations are as follows:

- North: Existing commercial development, America's Tire (C-G, General Commercial).
- South: Existing single family residences across First St. (R-S, Single Family Residential).
- East: Foster-Gardner agricultural products (nonconforming) industrial site (C-G, General Commercial).
- West: Existing commercial development across Harrison Street (C-G, General Commercial).

All the vacant land shown in the aerial photograph to the right shows the property in question (to be subdivided).

The common area roadway located behind the Walgreens/Taco Bell/McDonalds buildings will be extended south to connect with 1st Street, as part of this development proposal. The existing driveway entrance south of the McDonalds building will continue to serve as secondary access into this phase of the development. Additionally, new retention area drainage will need to be provided within the new development (Parcels 1-3).

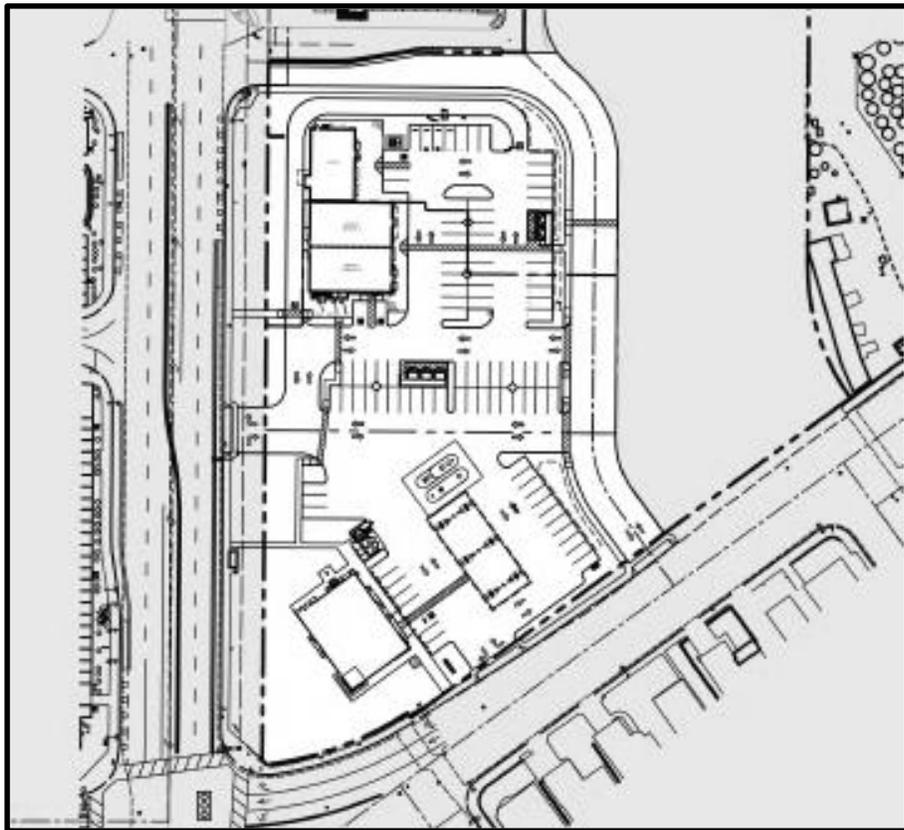


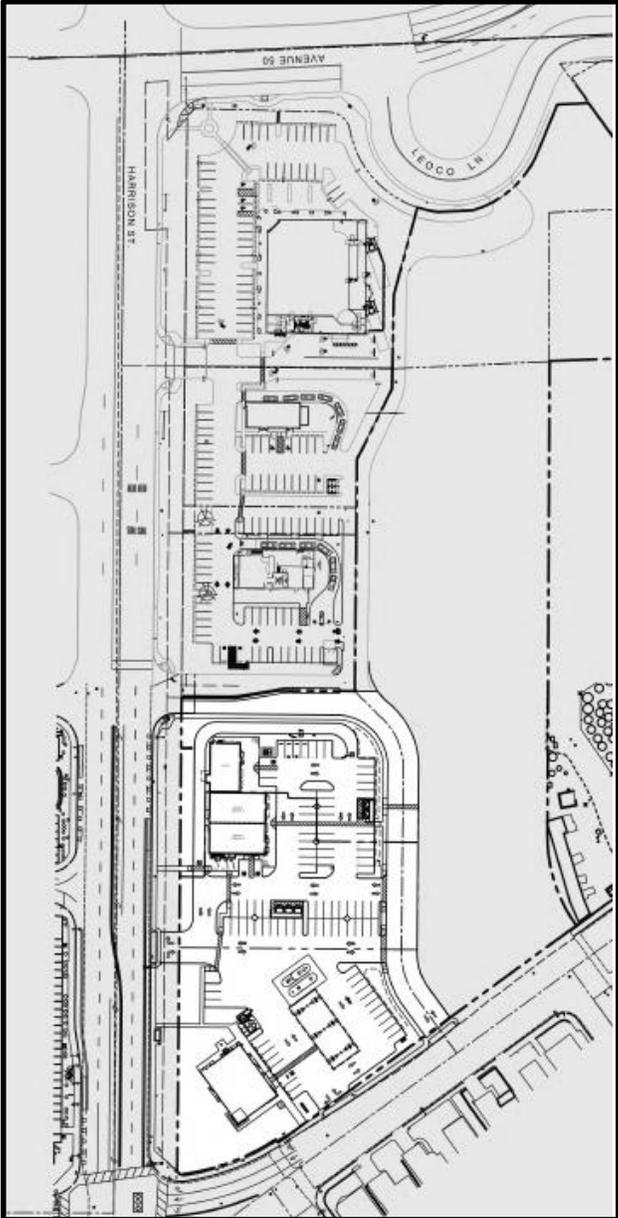
Circulation and Access:

The existing developed portion of the site has three tenants, Walgreens Pharmacy, Macdonald's, and Taco Bell with three points of access, two from Cesar Chavez Street and one from Leoco Lane.

Phase II of the proposed development will provide three additional points of access, two from First Street and an additional point of access from Cesar Chavez Street. The internal circulation will of the site will be aligned with the existing internal circulation. Off-site improvements exist on Cesar Chavez, Avenue 50, and Leoco Lane.

The project is conditioned to construct right-of-way improvements along the frontage of the project on First Street which will consist of ultimate right-of-way (road widening), curb and gutter, and sidewalk. On-site improvements will consist of landscaping, three trash enclosures parking and ADA access.







Required Parking:

The proposed development requires a total of 90 parking stalls for the various proposed land uses. The project provides a total of 97 parking stalls. Additional parking spaces are provided within the existing commercial uses on Phase I. The table below provides a breakdown of required and provided parking stalls:

PARKING INFORMATION

PARKING REQUIREMENT:

RESTAURANT: 1/45 SF OF CUSTOMER AREA +
1/200 SF OF NON-CUSTOMER AREA

GENERAL COMMERCIAL: 1/250 SF

STALLS REQUIRED:

SHOPS: $\pm 4,500 \text{ SF} \times 35\% = \pm 1,575 \text{ SF}$ CUSTOMER AREA
 $\pm 4,500 \text{ SF} \times 65\% = \pm 2,925 \text{ SF}$ NON-CUSTOMER AREA
 $\pm 1,575 \text{ SF} @ 1/45 \text{ SF} = 35 \text{ STALLS REQUIRED}$
 $\pm 2,925 \text{ SF} @ 1/200 \text{ SF} = 15 \text{ STALLS REQUIRED}$
 TOTAL: 50 STALLS REQUIRED

PAD 1: $\pm 4,088 \text{ SF} @ 1/250 \text{ SF} = 17 \text{ STALLS REQUIRED}$

PAD 2 : $\pm 2,000 \text{ SF} \times 35\% = \pm 700 \text{ SF}$ CUSTOMER AREA
 $\pm 2,000 \text{ SF} \times 65\% = \pm 1,300 \text{ SF}$ NON-CUSTOMER AREA
 $\pm 700 \text{ SF} @ 1/45 \text{ SF} = 16 \text{ STALLS REQUIRED}$
 $\pm 1,300 \text{ SF} @ 1/200 \text{ SF} = 7 \text{ STALLS REQUIRED}$
 TOTAL: 23 STALLS REQUIRED

TOTAL: 90 STALLS REQUIRED

STALLS PROVIDED:

SHOPS: 51 STALLS PROVIDED

PAD 1: 22 STALLS PROVIDED

PAD 2: 24 STALLS PROVIDED

TOTAL: 97 STALLS PROVIDED

PARKING RATIO:

SHOPS: $\pm 11.33/1,000 \text{ SF}$

PAD 1: $\pm 5.38/1,000 \text{ SF}$

PAD 2: $\pm 12.0/1,000 \text{ SF}$

TOTAL: $\pm 9.16/1,000 \text{ SF}$

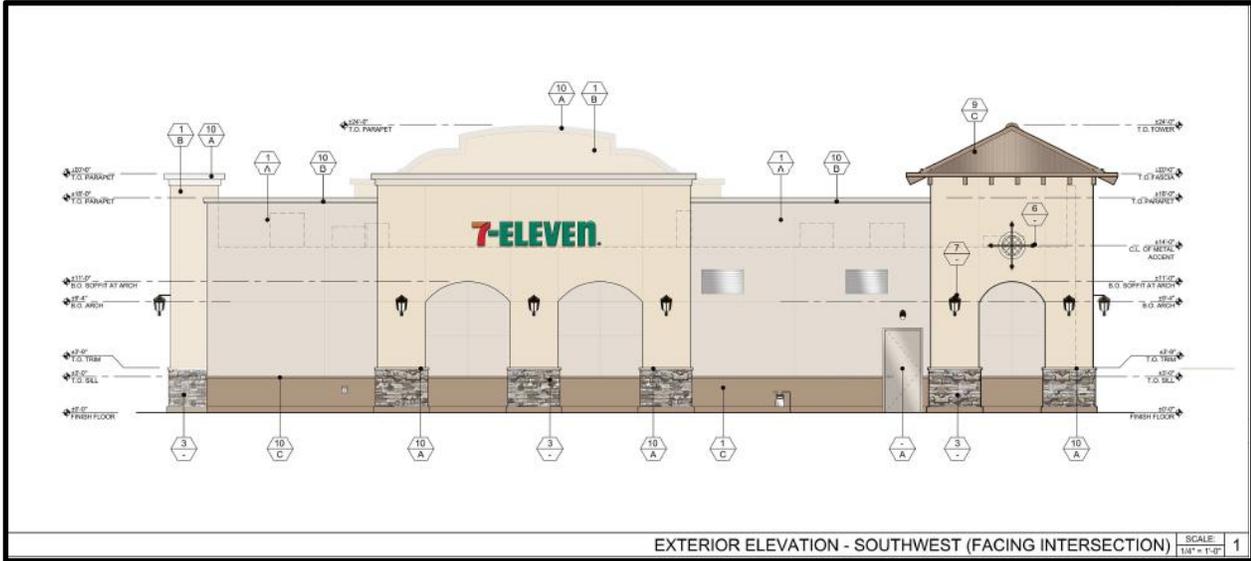
In July 2015, the Taco Bell building was constructed and it provided 32 parking spaces exceeding the required 21 parking spaces for the drive-thru restaurant (CUP 261). All existing development and the proposed development have reciprocal access with the other parcels of the center. The proposed project has been conditioned to prepare and submit plans to the Riverside County Fire Department for approval of a site plan designating required fire lanes with appropriate lane painting and/or signs.

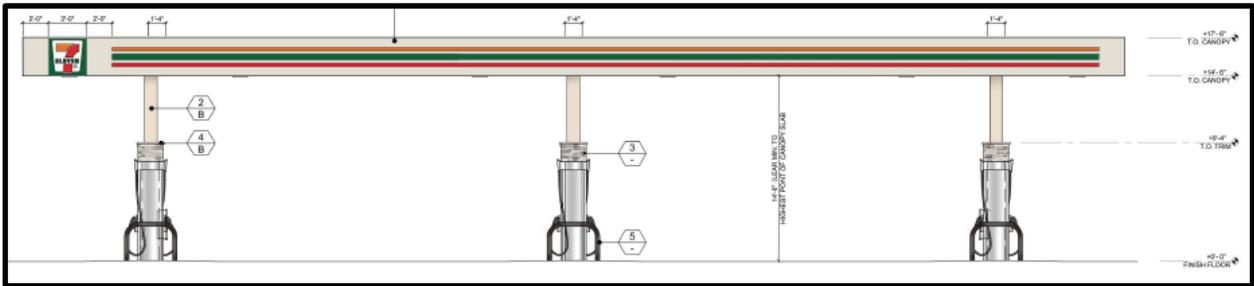
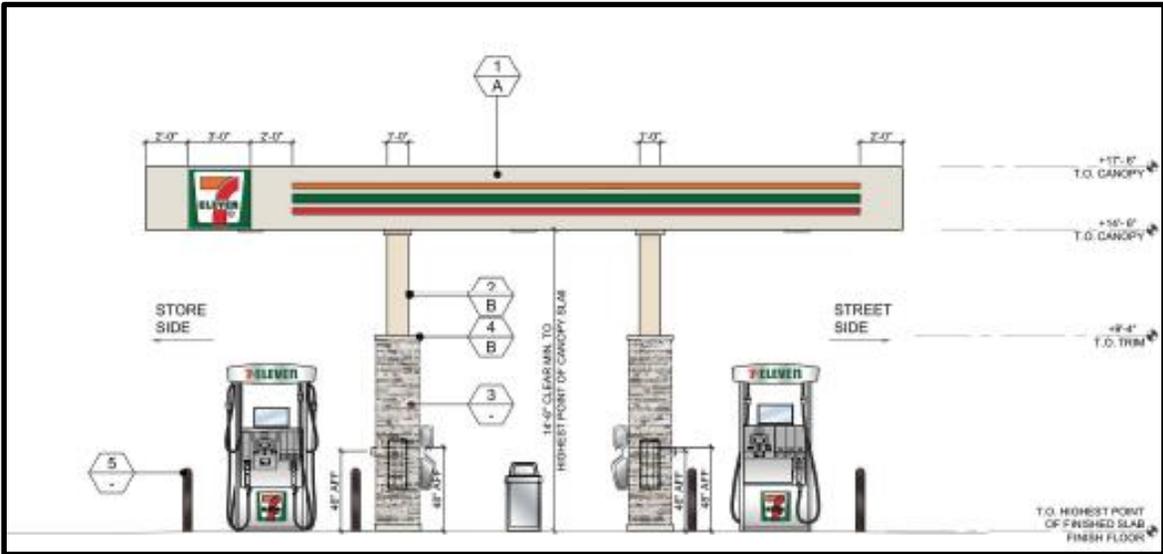
The City's Zoning Code requires all drive-thru businesses to provide a drive-thru lane with a minimum queue ("stacking") of eight vehicles at 20 feet per vehicle. The drive-thru lane must not interfere with free and orderly circulation of the parking lot. Additionally, the drive-thru lane cannot encroach upon or block driveways or parking spaces and must be separated from adjoining driveways, parking spaces and property lines by a landscaped planter of five feet. Both the existing Taco Bell and McDonalds drive-thru lanes provide a 5-foot planter along the north side. Staff has included a condition of approval requiring the perimeter planter along the north side of the drive-thru aisle to be a minimum of five feet wide.

Architectural Theming:

The architectural design of the proposed 7-Eleven / Mini-Market building is a contemporary Spanish/Mediterranean design theme with raised parapets and cornice trims, S-Tile tower element, stucco walls, stone veneer, and metal grill details. The retail / coffee shop building has a more contemporary design but will match the other buildings on the property to the north, with flat roofs, parapet walls with cornice trim, metal awnings and stone veneer. The proposed site design is conditioned to incorporate outdoor seating within a patio that includes a trellis design for the coffee shop and any future restaurant to complement and encourage an outdoor dining experience to match the existing outdoor dining for Taco Bell and McDonald's.

The proposed design is compatible with the existing buildings' rhythm and massing, articulation in the building facades, and a variety of distinctive rooflines. Additionally, the proposed building elevations provide different color variations that match existing buildings within the existing commercial center as well as other commercial centers in the vicinity. While the architectural style is not "Spanish Colonial", the architect has incorporated contemporary Spanish architectural elements similar to the Walgreens building to match the cornice trim and stucco colors in order to blend the contemporary design theme with the main anchor building of the center. Both proposed architectural designs complement existing architecture for Walgreens Pharmacy, McDonald's, and Taco Bell. Below are the proposed architectural styles for Phase II.







On-Site and Off-Site Improvements

All street improvements along Cesar Chavez Street have been provided by the existing development along the right-of-way, including pavement, curb-and-gutter, sidewalk, street lights, and some landscaping. Internal circulation will be provided to serve the proposed development including on-site landscape and parking lot illumination. ADA access will also be provided linking the path of travel from the existing Walgreens Pharmacy to the existing McDonalds Restaurant.

On-site drainage is currently diverted to the existing retention basin just north of the site across Leoco Lane. A future point of access into the site will be provided from First Street when future development takes place for the remaining portions of vacant land within the commercial center. Additional right-of-way has been dedicated along Cesar Chavez Street which can accommodate a future bus turn-out between First Street and the proposed access drive on Cesar Chavez Street. Currently, SunLine has a bus stop at this location and the future bus turn-out may not need additional right-of-way dedication to construct it.

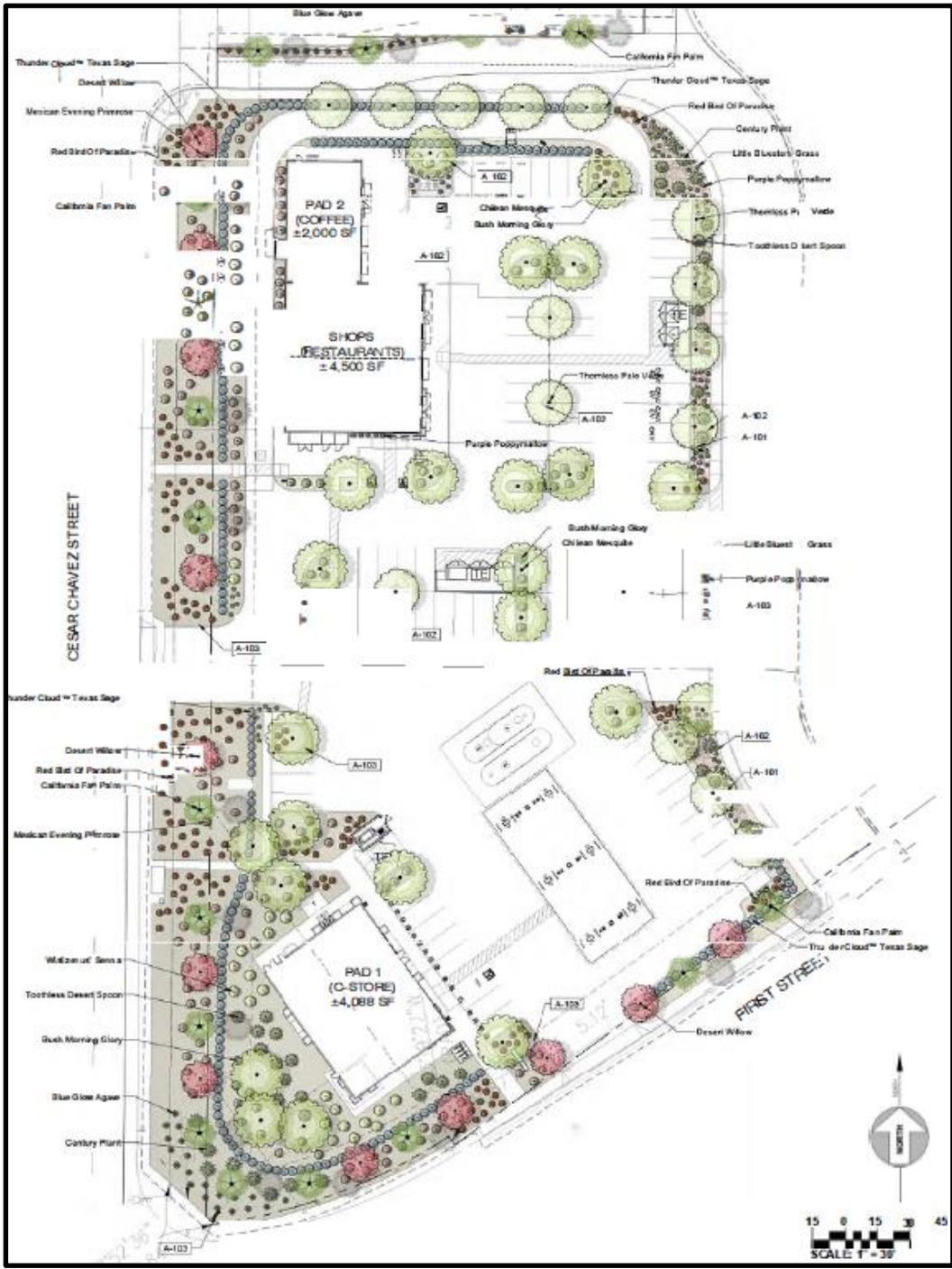
Conceptual Landscape Plan

Existing landscaping for the larger commercial center includes those plantings shown on previously approved landscape plans along Cesar Chavez (Harrison) Street with some drought tolerant and native plants as approved under Conditional Use Permit 233 and Architectural Review 07-20. Along the frontage of Harrison Street and Leoco Lane landscaping includes a mixture of desert-friendly shrubs and trailing plants, with sporadic accent shrubs. There are existing palm trees of varying sizes sparsely planted along the property line.

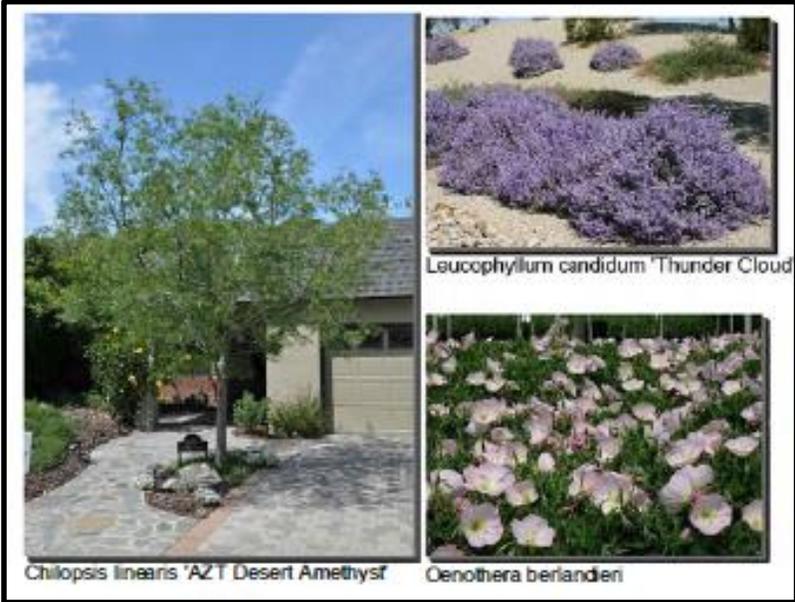
New landscaping planter areas will be added as part of this project within the 3.1-acre site and within the public right-of-way areas adjacent to sidewalks along Cesar Chavez Street and 1st Street. Permanent underground landscaping irrigation will be provided in accordance with Section 17.54.010(J) of the Municipal Code and in accordance with the State Model Water Efficient Landscape Ordinance (AB 1881). The following exhibits show the overall conceptual landscape planting plan and the specific plant material images.

The plant palette shows a variety of trees including “Chilean Mesquite” “Desert Willow/Amethyst” and “Thornless Palo Verde” within the perimeter plantings and interior parking lot planters. The planters will include water-efficient plantings including “Purple Lantana”, “Bunchgrass”, “Snow Angel Bush”, “Mexican Evening Primrose”, and Agave “Century Plant” succulents. Staff has conditioned that the street frontage along Cesar Chavez Street incorporate the “Mexican Fan Palm” similar to the existing planting pattern in front of the Walgreens, Taco Bell, and McDonalds buildings.

Conceptual Planting Plan



Proposed Plant Material



Signage:

The existing development has an approved sign program that identifies signage for the existing Walgreens Pharmacy, the existing McDonalds, and Taco Bell Restaurants. The existing sign program will remain in place as previously approved. Any new signs for the proposed new tenants will obtain a building permit as the buildings are built and new tenants move in.

ENVIRONMENTAL REVIEW

The City of Coachella has determined that the proposed project qualifies for a CEQA exemption pursuant to Section 15332 of the CEQA Guidelines. A Class 32 exemption consists of projects characterized as in-fill development meeting the conditions described in this section; (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site where no more than five acres are to be developed and substantially surrounded by urban uses; (c) The project site has no value as habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; (e) The site can be adequately served by all required utilities and public services. Therefore, the City has acknowledged that the project is exempt from CEQA.

ALTERNATIVES:

1. Approve the project by adopting the attached resolutions.
2. Approve the project by adopting the attached resolutions with modified conditions of approval.
3. Continue the project and provide staff with direct.

FISCAL IMPACT

None.

RECOMMENDED ACTION:

Staff recommends Alternative #1 or #2 as noted above.

Attachments: Resolution No. 2020-55
Resolution No. 2020-56

RESOLUTION NO. 2020-55

A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL APPROVING CONDITIONAL USE PERMIT NO. 321, CONDITIONAL USE PERMIT NO. 322, AND ARCHITECTURAL REVIEW 20-03 TO ALLOW THE CONSTRUCTION OF A MULTI-TENANT RESTAURANT/RETAIL BUILDING INCLUDING A 2,000 SQ. FT. DRIVE-THRU COFFEE SHOP AND 4,500 SQ. FT. RESTAURANT/OFFICE SPACE, AND A 12-FUELING POSITION CANOPY FOR SERVICE STATION AND A 4,088 SQ. FT. MINI-MARKET WITH ALCOHOL SALES AND 24 HOUR OPERATION ON 3.1 ACRES OF VACANT LAND LOCATED AT THE NORTHEAST CORNER OF FIRST STREET AND CESAR CHAVEZ STREET. (APN 778-020-007 AND 778-010-017) FOUNTAINHEAD DEVELOPMENT (APPLICANT)

WHEREAS, Fountainhead Development (applicant) has filed Conditional Use Permit No. 321, Conditional Use Permit No. 322, and Architectural Review No. 20-03 to allow for the construction of a multi-tenant restaurant/retail building including a 2,000 sq. ft. drive-thru Coffee Shop and 4,500 sq. ft. restaurant/office space, and a 12-fueling position Canopy for Service Station and a 4,088 sq. ft. mini-market with alcohol sales and 24 hour operations on 3.1 acres of vacant land located at the NEC of Cesar Chavez Street and First Street; and,

WHEREAS, on January 15, 2020 the Planning Commission had a policy discussion on the proposed project and on February 5, 2020 the Planning Commission had a second policy discussion and directed Staff to work with the applicant on the proposed uses and considered the original entitlement under CUP No. 233 and AR No. 07-20 which included auto related uses such as the proposed service station and the proposed drive thru use; and,

WHEREAS, on July 5, 2020 the City gave public notice as required under Government Code Section 66451.3 by mailing notices to property owners within at least 300 feet of the project and publishing a public notice in the Desert Sun of the holding of a public hearing at which the project would be considered; and,

WHEREAS, a public hearing was held to consider CUP No. 321, CUP No. 322, and AR No. 20-03, as well as TPM No. 37940 (as part of the development under separate resolution No. PC2020-07) at a regular Planning Commission meeting, on July 15, 2020 in the Coachella Permit Center located at 53-990 Enterprise Way, Coachella, California; and,

WHEREAS, the proposed project is in conformity with the City's General Plan and appropriate for the affected subject site, and not likely to be detrimental to the adjacent properties or residents; and,

WHEREAS the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development because the project involves development on a site under five acres where the parcel complies with General

Plan policies and zoning regulations; and,

WHEREAS, the proposed project could not adversely affect the general 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 Conditional Use Permit No. 321, Conditional Use Permit No. 322, and Architectural Review No. 20-03, subject to the findings and conditions of approval listed below.

FINDINGS FOR CUP 321, CUP 322, AND AR 20-03:

1. The proposed use will not be in conflict with, but will be in harmony with and in accordance with the objectives of the Coachella General Plan 2035, except as recognized that the project has vested rights as to the number of drive-thru restaurants and service stations previously vested under CUP No. 233 and AR No. 07-20. Staff requested direction from the Planning Commission at the June 3, 2015, Planning Commission hearing through a policy discussion item on the agenda. The Commission did find that the proposed drive-thru and service station are in harmony with the immediate vicinity of the proposed site and indicated that any future proposed development on the vacant portion of the site must be in strict compliance with the newly adopted City of Coachella General Plan 2035.
2. The proposed uses will be located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area. The proposed project is in compliance with the applicable development standards of the City's Zoning Code. The site plan proposes the construction and operation of a development consisting of a multi-tenant restaurant/retail building including a 2,000 sq. ft. drive-thru Coffee Shop and 4,500 sq. ft. restaurant/office space, and a 12-fueling position Canopy for Service Station and a 4,088 sq. ft. mini-market with alcohol sales and 24 hour operations on 3.1 acres of vacant land, in accordance with section 17.74.010 of the Coachella Municipal Code.
3. Consideration is given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities, to harmful effect, if any, upon desirable neighborhood character, to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the development. The proposed development consists of a multi-tenant restaurant/retail building including a 2,000 sq. ft. drive-thru Coffee Shop and 4,500 sq. ft. restaurant/office space, and a 12-fueling position Canopy for Service Station and a 4,088 sq. ft. mini-market with alcohol sales and 24 hour operations on 3.1 acres of vacant land which will provide City residents and regional residents with an alternative dining choice and an additional service station with a convenience store which will provide convenience to motorist within the region. The proposed use is compatible with existing adjacent uses which include similar land uses and large commercial development sites.
4. Where the proposed use may be potentially hazardous or disturbing to existing or reasonably expected neighboring uses, it must be justified by the common public interest as a benefit to the community as a whole. The proposed development will be compatible with the neighboring properties with respect to land development patterns and application of

architectural treatments. The plans submitted for this project propose a building with similar architectural features to the adjoining existing architectural theme of the commercial center as well as adjoining commercial development within the immediate vicinity of the proposed site. The surrounding properties to the south and to the east are vacant and can provide for similar commercial development. As such, the proposed buildings will be in keeping with the scale, massing, and aesthetic appeal of the existing neighborhood and future development.

5. The proposed use will include three new vehicular approaches to the property designed to improve off-site and on-site vehicular circulation for existing traffic on surrounding public streets or roads. Evidence of this is reflected in the provided site plan design. The three new proposed drive isles and internal circulation have been reviewed and approved by the Fire Department and the Engineering Department.

CONDITIONS OF APPROVAL FOR CUP 321, CUP 322 AND AR 20-03:

1. Conditional Use Permit No. 321, Conditional Use Permit No. 322, and Architectural Review No. 20-03 are approved for 12 months from the effective date of approval unless an extension of time is requested by the applicant and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the proposed project which includes all three application mentioned above.
2. Tentative Parcel Map No. 37940 is approved for 24 months from the final date of City Council approval unless a one year time extension is requested by the applicant and approved by the Planning Commission. Exhibit 1 is approved herein by reference. A reciprocal access easement shall be reserved over all common-area driveways and parking lots for the benefits of all lots within Tentative Parcel Map No. 37940. All required drainage easements for benefitted properties using Parcel 7 of Tentative Parcel Map No. 37940 as the servient Parcel, shall be recorded as part of the Final Map.
3. Should the California Department of Alcoholic Beverage Control not issue the Type 20 license within one year, a request for an extension of time may be filed with the Development Services Department. Applications for an extension of time shall be filed prior to the expiration date and pay applicable fees.
4. An open patio trellis shall be provided in front of Pad No. 2 (Coffee Shop) to encourage pedestrian and outdoor activities as encouraged in the Downtown Center Land Use standards. The design shall be an approved design by the Development Services Director or his/her designee.
5. An open patio trellis/Plaza shall be provided at the intersection of First Street and Cesar Chavez Street to encourage pedestrian activities as encouraged in the Downtown Center Land Use standards. The design shall be an approved design by the Development Services Director or his/her designee. The applicant may propose a piece of art as required with the City's Art in Public Places Ordinance.

6. The applicant shall be required to comply with the City's Art in Public Places Ordinance. If the applicant elects to place artwork on the project site, the applicant shall place artwork in outdoor areas of the private property accessible to the public in a manner satisfactory to the Public Arts Commission. If the applicant elects to pay in-lieu art fees, then the fees shall be deposited into the Public Arts Fund at an amount of (1) One-half (1/2) of one percent (1%) for new commercial and industrial construction.

Final Map

7. The Final Map shall comply with the Subdivision Map Act and City of Coachella Subdivision Ordinance.
8. Prior to submittal of the final map to the City Council for approval, the applicant shall post securities (Bonds) to guarantee the installation of required improvements and a Subdivision Improvement Agreement shall be submitted to Engineering Division for City Engineer and City Attorney approval.
9. Prior to approval of the Final Map, the applicant shall resolve CVWD issues related to existing tile drains or irrigation mains located within the tract boundary or along the streets adjacent to the tract. If necessary, tile drains and irrigation lines shall be relocated and easement documents prepared for the new location of any such lines. The easement shall be shown on the final map. Plans for the tile drain or irrigation relocation shall be submitted to CVWD for approval and a copy of the plans shall be submitted to the City for evaluation regarding possible conflict with City facilities. The applicant shall submit to the City approved copies of any such relocation plans.
10. Proof of any and all easement abandonment shall be provided to the satisfaction of the City Engineer.
11. The construction shall be in conformance with the plans submitted and conditions imposed herein for Conditional Use Permits and Architectural Review. This shall include the materials and colors as shown on the approved plans and the material sample board submitted as part of this application.
12. 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 Architectural Review No. 20-03, including architectural features, materials, and site layout.
13. 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 California Building Codes and related ordinances, 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.

14. The applicant will agree to defend and indemnify the City of Coachella against all claims, actions, damages, and losses, including attorney fees and costs, in the event that anyone files legal challenges to the approval of this project on the basis of the California Environmental Quality Act (CEQA). Prior to the issuance of building permits, the applicant shall execute a standard indemnification agreement subject to review by the City Attorney.
15. Five (5) sets of copies of check prints. 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.
16. The applicant shall pay plan check fees at 750.00 per sheet of improvement plans and \$350 for PM 10 plan.

Engineering Grading and Drainage

17. A preliminary soils report shall be prepared for the project by an appropriately licensed professional engineer. At a minimum, the soils report shall provide specific analyses and recommendations for grading, pavement structural sections, and infiltration.
18. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
19. Plans shall show reciprocal easements access between proposed parcels.
20. A comprehensive drainage report, prepared by California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. The report shall contain pre- and post-development hydrology maps showing on-site and off-site tributary drainage areas and shall be prepared in accordance with the requirements of the Riverside County Flood Control District. Adequate provisions shall be made to accept and conduct the existing tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or downstream properties. If the design of the project includes a retention basin, it shall be sized to contain the runoff resulting from a 10-year storm event and the runoff from a 100-year storm event shall be contained within basin with shallow ponding (3.5' max.). The basin shall be designed to evacuate a 10-year storm event within 72 hours. The size of the retention basin(s) shall be determined by the hydrology report and be approved by the City Engineer. Retention basin shall be provided with a minimum of 2.00 feet sandy soil if determined to contain silt or clay materials. Maximum allowable percolation rate for design shall be 10 gal./s.f./day unless otherwise approved by the City Engineer. A percolation test for this site is required to be submitted. A combination drywell vertical drain field shall be

constructed at all points where runoff enters the retention basin. Drywell & vertical drain field design shall be based on soils borings made at the proposed locations after the retention basins have been rough graded. A log that includes sieve analysis for each strata of the borings shall be submitted to the City Engineer for confirmation of depth of the vertical drain fields. Underground retention under the proposed parking area will be considered as an alternative to surface retention subject to the approval of the City Engineer.

21. A storm water quality management plan shall be prepared for the project by California Registered Civil Engineer in compliance with NPDES and State Water Quality Control Board regulations. The project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume.
22. Applicant shall comply with the regional NPDES permit requirements including but not limited to submittal of a WQMP for plan review accompanied by a \$3,000 plan check deposit for approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.
23. 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.
24. Applicant shall submit for review and approval by the City Engineer all documents related to any existing and proposed on-site and off-site easements that may affect the development of the site. All easements shall be identified on the engineering plans.
25. 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.
26. Applicant shall obtain approval of site access and circulation from Fire Marshall.
27. 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.
28. If 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.

Rough Grading

29. Prepare and submit rough grading and erosion control plans for the project.
30. The project's soils engineer shall certify to the adequacy of the grading plan.
31. All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. The Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be shown on the grading plans. The project's Storm Water Pollution Prevention Plan shall be submitted for the City's review and approval.

Precise Grading

32. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements, and all other pertinent information shall be submitted for review and approval by the City Engineer.
33. Rough grading shall be certified by the project soils engineer prior to issuance of a permit for precise grading or building construction.
34. Provide and record a reciprocal use and maintenance agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.

Street Improvements

35. Condition deleted.
36. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for review and approval by the City Engineer. All street improvements including street lights shall be designed and constructed in conformance with City Municipal Code, General Plan, and Standards and Specifications. Street flow line grade shall have a minimum slope of 0.35 %.
37. 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.
38. Public improvements along the project's frontage shall include repair and construction of pavement, curb, gutter, and sidewalk necessary for compliance with current standards and

ADA requirements.

Sewer and Water Improvements

39. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
40. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements. Size and location of sewer and water improvements shall be approved by the City Engineer.

Prior to Issuance of Building Permits

41. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
42. Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way and private landscaping, private streets, sidewalks, utilities, on-site lighting, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.
43. Prior to issuance of building permits, all required public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed or secured with appropriate sureties to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.
44. The applicant's Civil Engineer shall field verify and certify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP.

Prior to Release of Occupancy Permits/Acceptance of Public Improvements

45. Temporary Certificates of occupancy may be issued to allow businesses to open, prior to, 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. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the

satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.

Riverside County Fire Department:
GENERAL CONDITIONS

46. For any buildings with public access, provide or show a water system capable of delivering a fire flow 1500 gallons per minute for 2 hours duration at 20 psi residual operating pressure, which must be available before any combustible material is placed on the construction site. CFC 2013 Edition Section Table B105.1.
47. Prior to building plan approval and construction, applicant/developer shall furnish two copies of the water system fire hydrant plans to Fire Department for review and approval. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval.
48. Prior to issuance of building permits, the water system for fire protection must be provided as approved by the Fire Department and the local water authority.
49. Prior to building plan approval and construction, applicant/developer shall furnish two copies of the water system fire hydrant plans to Fire Department for review and approval. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval.
50. Prior to issuance of building permits, the water system for fire protection must be provided as approved by the Fire Department and the local water authority.
51. Blue dot retro-reflectors pavement markers on private streets, public streets and driveways to indicated location of the fire hydrant. 06-05 (located at www.rvcfire.org).
52. Fire Apparatus access road shall be in compliance with the Riverside County Fire Department Standard number 06-05 (located at www.rvcfire.org). Access lanes will not have an up, or downgrade of more than 15%. Access lanes will be designed to withstand the weight of 80 thousand pounds over 2 axles. Access will have a turning radius capable of accommodating fire apparatus. Access lane shall be constructed with a surface so as to provide all weather driving capabilities.
53. An approved Fire Department access key lock box shall be installed next to the approved Fire Department access door to the building. If the buildings are protected with an alarm system, the lock box shall be required to have tampered monitoring. Required order forms and installation standards may be obtained at the Fire Department.

54. Any turn-around requires a minimum 38-foot turning radius. All structures shall be accessible from an approved roadway to within 150 feet of all portions of the exterior of the first floor.
55. All structures shall be accessible from an approved roadway to within 150 feet of all portions of the exterior of the first floor.
56. The minimum dimensions for access roads and gates is 20 feet clear and unobstructed width and a minimum vertical clearance of 13 feet 6 inches in height.
57. The applicant or developer shall prepare and submit to the Fire Department for approval, a site plan designating required fire lanes with appropriate lane printing and/or signs.

Imperial Irrigation District:

58. The applicant shall meet and confirm any construction or operation on IID property or within its existing and proposed right-of-way or easements will require an encroachment permit, 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 (e.g. power lines). The applicant shall submit proof of compliance with any requirements by IID.
59. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

Utilities:

60. The applicant shall ensure that a Source Control “Short Form” has been completed by the applicant, turned into Source Control, reviewed and all modifications have been completed prior to issuance of a Certificate of Occupancy.
61. The applicant shall ensure that adequate fire protection is included and the public water supply is protected with a “Double Check Detector Assembly” (DCDA) or greater on all fire water lines to commercial/industrial facilities.
62. The applicant shall ensure that a “Reduced Pressure Principle Back-Flow Prevention Assembly” (RP) is correctly installed within 12” of all water meters servicing landscape, commercial and/or industrial facilities.
63. The applicant shall ensure that all landscape is on a separate water meter with a “Reduced Pressure Principle Back-Flow Prevention Assembly” (RP) ensuring the establishment is not assessed sewer fees for water used on landscape.
64. The applicant shall submit all mechanical and plumbing plans to Source Control for review to determine if an oil/grease interceptor is required, proper sizing is established and sample box is included, if constructed.

65. All facilities and landscape plumbing which have water or wastewater (sewer) services are required to obtain approval from the Environmental Compliance (Source Control), Water and Sanitary Sewer Divisions prior to receipt of the Certificate of Occupancy. This includes but is not limited to new construction and/or tenant improvements.
66. If a fire suppression system is to be installed, it must be conducted to a dedicated fire suppression system not the domestic drinking water system. Separation by an RP is acceptable prior to obtaining the C of O.

Coachella Valley Water District:

67. Applicant must comply with Coachella Valley Water District regulations pertaining to irrigation infrastructure protect-in-place practices, relocation or abandonment of infrastructure, if needed.

Coachella Valley Unified School District:

68. The applicant shall pay all applicable mitigation fees as required by the Coachella Valley Unified School District prior to issuance of a building permit. The fee has been established at \$0.54 square foot for all commercial/industrial construction; however, it is subject to change without prior notice.

Riverside County Environmental Health Department:

69. Applicant must comply with the Riverside County of Environmental Health Department.
70. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; this also includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.
71. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.
72. The applicant shall pay all required water connection fees.
73. The applicant shall be required to pay the Multiple Species Habitat Conservation (MSHCP) fees for commercial development prior to issuance of building permits.
74. The project is subject to payment of all commercial development impact fees whether or not explicitly stated in other conditions of approval or the environmental mitigation measures for the subject project.

Landscaping and Fencing:

75. Final landscaping and irrigation plans shall be submitted to the Development Services

Department for review and approval. Said plans shall conform to the landscaping plan submitted as part of the subject Architectural Review, and as conditioned herein.

76. Prior to the issuance of building permits, the applicant shall submit detailed landscaping and irrigation plans for review and approval by the City's Engineering Department and

Development Services Department.

77. Landscaping and irrigation shall be provided in accordance with Section 17.54.010(J) of the Municipal Code and in accordance with the State Model Water Efficient Landscape Ordinance (AB 1881). Water budget calculations, including the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) shall be provided as part of the landscaping and irrigation plan.
78. The landscape plans shall provide for minimum 5-gallon groundcover plants, 5-gallon shrubs, for all plantings shown on the approved site plan. All new plantings and all existing plants and trees shall be irrigated with an automatic and durable drip irrigation system.
79. Any new landscaped areas that have been disturbed shall be dressed with a minimum 2-inch layer of compacted and/or glue-bonded decomposed granite that cannot be wind driven. A weed barrier underlayment shall be placed under the decomposed granite.
80. Plant materials selection should be represented by symbols that show the plants at 75% of their mature size. The developer shall incorporate Washingtonia filifera palm trees along the frontage of Cesar Chavez Street to match the existing Walgreens/Taco Bell/McDonalds center.
81. A minimum of 10 California or Mexican Fan Palms with a minimum 10 to 15 foot brown trunk height shall be planted at the intersection of First Street and Cesar Chavez Street.
82. Full diamond planters shall be provided at every four (4) parking stalls where parking stalls are facing each other, half diamonds also at every four (4) parking stalls where parking stalls are not facing each other such as in front of buildings and any perimeter landscaping.
83. The proposed landscape shall be in conformance with the City's Landscape Development Guidelines and should include water-efficient plantings as encouraged for the commercial development. A detailed landscape and irrigation plan shall be submitted that addresses landscape requirements for the project site. All landscaping shall fulfill the general requirements of the Coachella Municipal Code Chapter 17.54 as follows:
- a. Internal landscaping equal to a minimum of five percent 5% of the parking area and driveway area is required and shall be distributed throughout the parking area.
 - b. All landscape planter beds in interior parking areas shall be not less than five (5) feet in width and bordered by a concrete curb not less than six (6) inches nor more than eight (8) inches in height adjacent to the parking surface. The landscaped planter along the north side of the drive-thru lane shall be a minimum of five feet in width.
 - c. Where a drive aisle abuts the side of a parking space a landscaped planter shall

separate the parking space from the drive aisle.

- d. At least one (1) fifteen (15) gallon tree shall be provided within the parking area for every ten (10) parking spaces, with size, height and species acceptable to staff.
- e. All internal landscape planters shall have permanent and automatic sprinkler or drip irrigation systems.

84. Where any parking area or driveway abuts a street, there shall be a minimum setback of ten (10) feet from the public right-of-way that shall be fully landscaped and irrigated.

85. The applicant shall submit a lighting plan for all exterior parking, landscape and driveway areas during plan check.

Project Design:

86. Prior to the issuance of building permits, all exterior architectural features and treatments shall be consistent with the submitted Architectural Review No. 20-03 elevations and color/material board samples and shall be included and noted on all construction plans and elevations, subject to review and approval.

87. All exposed metal flashing, downspouts, or utility cabinets shall be painted to match the building prior to final inspection.

88. Trash enclosures installed for the project shall be compatible architecturally with the building. The enclosure shall be constructed to Burrtec Waste Management Standards and an open trellis shall be incorporated on all three proposed trash enclosures.

89. All roof mounted mechanical equipment shall be view obscured by a parapet wall greater in height than the equipment installed. Ground mounted mechanical equipment shall be view obscured by landscaping or enclosure.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-55 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION NO. 2020-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA CALIFORNIA, APPROVING TENTATIVE PARCEL MAP NO. 37940 TO SUBDIVIDE 8.25 ACRES OF VACANT LAND (APN 778-020-007 & 778-010-017) INTO SEVEN PARCELS FOR FINANCING AND DEVELOPMENT PHASING PURPOSES ON COMMERCIAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF FIRST STREET AND CESAR CHAVEZ STREET. COACHELLA RETAIL REALTY ASSOCIATES, LP, APPLICANT.

WHEREAS, Coachella Retail Realty Associates, LP filed an application for Tentative Parcel Map No. 37940 and entitlements for a new service station, multi-tenant retail building, and drive-thru coffee shop which included a proposed subdivision of approximately 8.25 acres of vacant land into seven (7) parcels, located on the northeast corner of First Street and Cesar Chavez Street, more particularly described in Exhibit “A” attached hereto and made a part hereof; and,

WHEREAS, the City has processed said application pursuant to the Subdivision Map Act (commencing with Section 64600, Title 7 of the Government Code and the California Environmental Quality Act of 1970) as amended; and,

WHEREAS, on July 15, 2020, the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing and considered the Tentative Parcel Map as presented by the applicant, adopting the finding, conditions, and staff recommendations; and,

WHEREAS, the Planning Commission does recommend the approval to the City Council of Tentative Parcel Map No. 37940, subject to the recommended findings and conditions of approval contained in the staff report and contained herein; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California, California does HEREBY APPROVE Tentative Parcel Map No. 37940 with the findings and conditions listed below.

Findings for Tentative Parcel Map 37940

1. The proposed tentative map is consistent with the General Plan and the City of Coachella Official Zoning Map. The proposed subdivision is within a land use designation of Downtown Center according to the General Plan 2035 Land Use Element which allows for the proposed commercial uses. The subdivision is consistent with the development standards permitted by the Downtown Center, with the exception of the auto related uses for which the Planning Commission found to be approved uses under the original entitlement of the subject site (CUP No. 233 and AR No. 07-20). Tentative Parcel Map 37940 is in compliance with the standards of the Zoning Ordinance with respect to the G-C (General Commercial) including minimum lot size, minimum lot depth, and minimum lot width. Additionally, This subdivision will accommodate for a variety of commercial uses and is consistent with the

City's vision for this area to be developed with commercial uses to serve the adjacent urban residential uses by providing close proximity to commercial amenities.

2. The site is physically suitable for the future commercial development and density. The proposed subdivision will provide adequate sized lots for a phased commercial development. The seven (7) proposed lots will have adequate dimensions, and ingress and egress to accommodate future development by access drives and internal circulation for ingress and egress and reciprocal access on the existing driveways.
3. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. There are no sensitive habitats or bodies of water in the immediate vicinity of the site. For future development proposed on the site, all drainage from increased impervious material on the site will be contained on site for a 100-year storm event, as required by City regulations. As such there would be no impact to the Coachella Valley Whitewater Channel which is more than one mile away from the site.
4. The design of the subdivision and type of improvements are not likely to cause any serious public health problems. The proposed subdivision would allow for future development of commercial uses intended and identified in the General Plan and the zoning code. All future development would be reviewed for compliance with applicable California Building Code regulations prior to issuance of any building permits.
5. The design of the subdivision and type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. The proposed subdivision would create seven (4) additional lots for future commercial development with adequate street access, and utility connections to all lots.
6. The City of Coachella has determined that the proposed project qualifies for a CEQA exemption under Section 15332. Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section; (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site where no more than five acres are to be developed and substantially surrounded by urban uses; (c) The project site has no value as habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; (e) The site can be adequately served by all required utilities and public services. Therefore, the City has acknowledged that the project is exempt from CEQA. As such, there are not additional mitigation measures required and no additional environmental reviews for the subdivision to be approved.

Conditions of Approval for TPM No. 37940:

1. Tentative Parcel Map No. 37940 is approved for the Fountainhead Development Project for a two-year period from the effective date unless an extension of time is requested by the applicant and granted by the Planning Commission. A building permit and diligent

pursuit of construction shall vest the conditional use permit. Violation of any of the conditions of approval shall be cause for revocation of the Conditional Use Permits and architectural Review.

Final Map

2. The Final Map shall be submitted to the City Engineering Department for plan check and final approval prior to recordation.
3. The final map shall comply with the Subdivision Map Act and City of Coachella Subdivision Ordinance.
4. All public streets shall be dedicated to City of Coachella.
5. Prior to submittal of the final map to the City Council for approval, the applicant shall post securities (Bonds) to guarantee the installation of required improvements and a Subdivision Improvement Agreement shall be submitted to Engineering Division for City Engineer and City Attorney approval.
6. Prior to approval of the Final Map, the applicant shall resolve CVWD issues related to existing tile drains or irrigation mains located within the tract boundary or along the streets adjacent to the tract. If necessary, tile drains and irrigation lines shall be relocated and easement documents prepared for the new location of any such lines. The easement shall be shown on the final map. Plans for the tile drain or irrigation relocation shall be submitted to CVWD for approval and a copy of the plans shall be submitted to the City for evaluation regarding possible conflict with City facilities. The applicant shall submit to the City approved copies of any such relocation plans.
7. Proof of any and all easement abandonment shall be provided to the satisfaction of the City Engineer.

PASSED, APPROVED and ADOPTED this 14th day of October 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. 2020-56 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of October 2020 by the following vote of Council:

AYES:

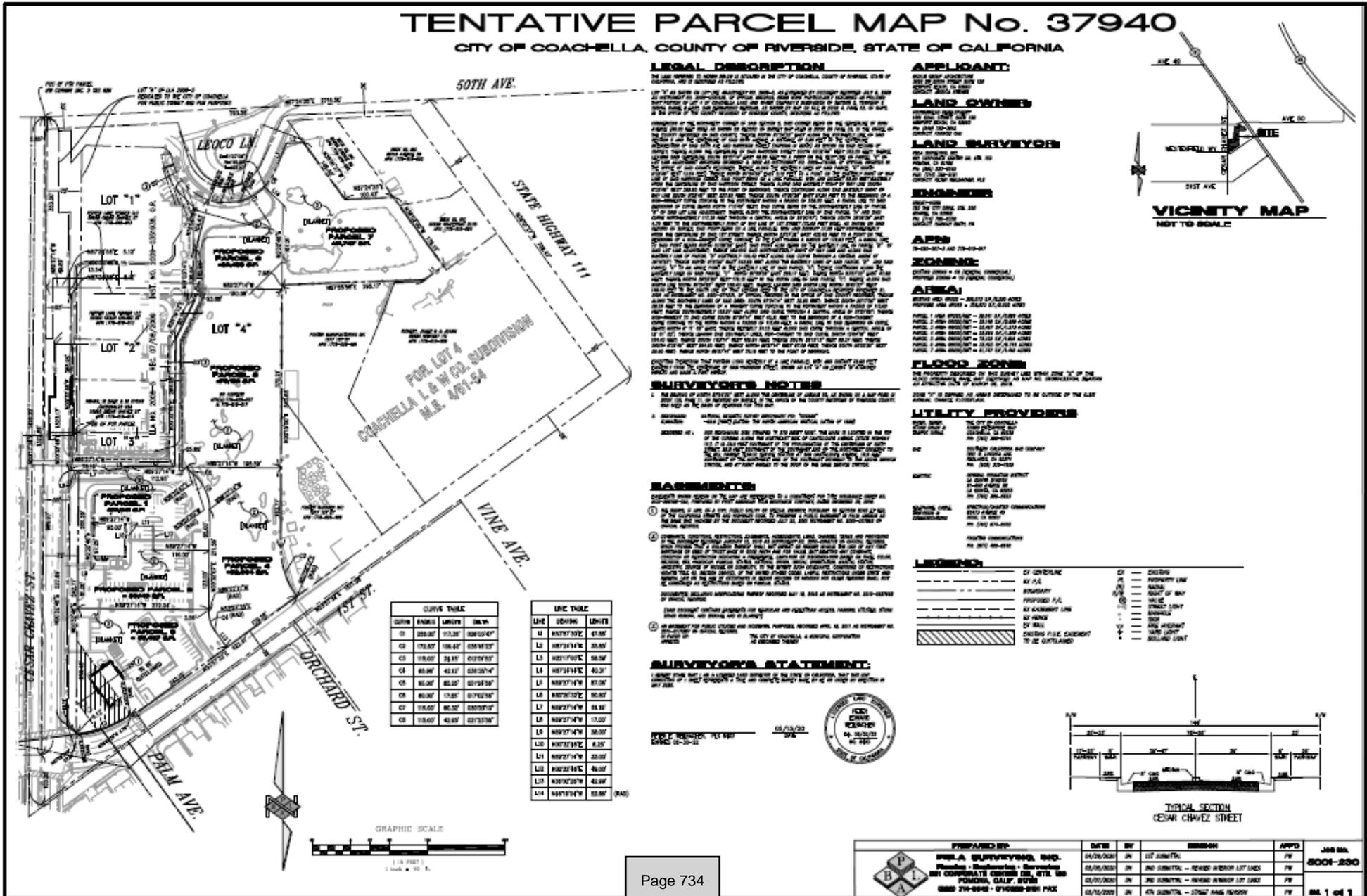
NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A





STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Appeal of Planning Commission's Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for "The Coachella Lighthouse, LLC". City- Initiated Revocation.

STAFF RECOMMENDATION:

Staff recommends that the City Council uphold the Planning Commission's revocation of Conditional Use Permit No. 312 (CUP 312) based upon numerous violations of the Conditions of Approval of CUP 312. A resolution to that effect is attached to this staff report.

BACKGROUND:

This item was continued from the September 9, 2020, July 7, 2020 and May 13, 2020 City Council meetings, pursuant to an executed Memorandum Of Understanding agreement (MOU) between the City of Coachella and Glenroy Coachella, LLC. The MOU allows for the interim curing of the CUP violations outlined in this staff report, in exchange for periodic payments of lost Transient Occupancy Tax (TOT) for the hotel resort, and subject to adherence by the developer to a performance schedule that would secure new financing and reactivation of construction activities, and completion of the hotel resort by April 30, 2021.

On February 27, 2019, the Planning Commission granted with conditions Conditional Use Permit No. 312 (CUP 312). Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312.

On April 15, 2020, the Planning Commission conducted a duly noticed public hearing to determine whether it should revoke CUP 312 for the appellant's failure to comply with the Conditions of Approval. After the closure of the public hearing, the Planning Commission adopted Resolution No. PC2020-03 revoking CUP 312, finding that one or more Conditions of Approval of CUP 312 were violated. Following the Planning Commission's Revocation, The Coachella Lighthouse, LLC filed an appeal to the City Council pursuant to Sections 17.74.040 and 17.74.050(B)(2) of the Coachella Municipal Code ("CMC").

REQUIRED FINDINGS

The Planning Commission's revocation was based on Sections 17.84.070 and 17.74.050(B)(1) of the Coachella Municipal Code.

Pursuant to Section 17.84.070 of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if the applicant or permittee or owner, its agent, employee, or any person connected or associated with the applicant or permittee:

- (1) Has knowingly made false statements in the applicant's application or in any reports or other supporting documents furnished by the applicant or permittee;
- (2) Has failed to maintain a valid state license;
- (3) Has failed to comply with any applicable provision of the Coachella Municipal Code, including, but not limited to, this chapter, the city's building, zoning, health, and public safety regulations;
- (4) Has failed to comply with any condition imposed on the conditional use permit; or
- (5) Has allowed the existence of or created a public nuisance in violation of the Coachella Municipal Code.

In addition, pursuant to Section 17.74.050(B)(1) of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if one or more conditions are not complied with.

According to Section 17.70.080 of the CMC, the hearing on an appeal from a Planning Commission decision is a de novo hearing, based upon the evidence and testimony introduced at any previous hearing or hearings and the subsequent record, findings, and recommendations or determinations. Before granting an appeal, in whole or in part, the City Council must find an error or abuse of discretion in the original determination and make any findings required to support any new or revised determination of the matter.

DISCUSSION/ANALYSIS

The written appeal application submitted by the appellant argues with some detail how the Commission erred in its decision to revoke CUP 312 and that the Commission's action was an abuse of discretion. The City Council is being asked to overturn the decision of the Planning Commission.

Staff contends that there was no error or abuse of discretion in the Planning Commission's decision. One or more Conditions of Approval of CUP 312 have been violated. The following chart describes the Conditions of Approval of CUP 312 that were in violation at the time of the April 15, 2020 revocation hearing, and continue to be in violation:

| CONDITIONS OF APPROVAL OF CUP 312 | VIOLATION OF CUP 312 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Condition No. 2(a) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019.”</p> | <p>According to a review of City records and inspections of the property by City staff, as of September 2, 2020, the first phase of the Glenroy Resort Hotel is not complete or open for business.</p> |
| <p>Condition No. 2(b) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312.”</p> | <p>According to inspections of the property by City staff, as of September 2, 2020, the perimeter landscaping and fencing improvements for the retail cannabis microbusiness have not been completed. Landscaping was installed but the perimeter fencing in front of the dispensary is missing.</p> |
| <p>Condition No. 2(c) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312.”</p> | <p>According to inspections of the property by City staff, as of September 2, 2020, additional glazing on the façade of the retail cannabis microbusiness was not completed.</p> |

| CONDITIONS OF APPROVAL OF CUP 312 | VIOLATION OF CUP 312 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Condition No. 5 of CUP 312 states: “The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director.”</p> | <p>According to inspections of the property by City staff, as of September 2, 2020, the front façade of the business did not incorporate additional glazing.</p> |
| <p>Condition No. 6 of CUP 312 states: “A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary ‘logo sign’ placed on the front façade.”</p> | <p>According to a review of City records by City staff, as of September 2, 2020 a sign program for the Glenroy Resort project was not yet reviewed or approved by the Planning Commission.</p> |
| <p>Condition No. 14 of CUP 312 states: “The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.”</p> | <p>According to inspections of the property by City staff, as of September 2, 2020, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness.</p> |
| <p>Condition No. 15 of CUP 312 states: “The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.”</p> | <p>According to inspections of the property by City staff, as of September 2, 2020, there were no bicycle racks in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business.</p> |
| <p>Condition No. 16 of CUP 312 states: “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.”</p> | <p>According to inspections of the property by City staff, as of September 2, 2020, there is no fencing installed in front of the business and no fencing along the front portion of the adjoining parking lot serving the business.</p> |

Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312. As part of this review, on March 9, 2020, the Development Services Director mailed a letter to Quonset Partners LLC, care of Joseph Rubin, requesting written status of compliance with the Conditions of Approval. Quonset Partners LLC failed to respond to the letter. The Development Services Director concluded his review and determined that the project failed to comply with the Conditions of Approval of CUP 312.

On March 24, 2020, the City issued a letter to all interested parties, Coachella Lighthouse, LLC, Quonset Partners LLC, and Inception RE Credit Holds, LLC, demanding compliance with the Conditions of Approval by April 14, 2020, which they failed to meet. Staff conducted a site visit of The Lighthouse property and the adjoining parking area to the west on April 8, 2020. Staff observed the lack of compliance with several of the Conditions of Approval, as noted above.

However, numerous Conditions of Approval of CUP 312 that were being violated at the time of the Planning Commission's April 15, 2020 revocation hearing have not been cured and are currently being violated. Sections 17.84.070 and 17.74.050(B)(1) of the Coachella Municipal Code authorize revocation of a conditional use permit for *any* violation of a conditional of approval. So each violation of the Conditions of Approval is an independent basis to revoke CUP 312. Thus, the Planning Commission neither erred nor abused its discretion when it determined that "one or more" Conditions of Approval of CUP 312 were violated. In addition, subsequent correction of a violation does not necessarily warrant granting of the appeal. The appeal should only be granted if *all* violations of the Conditions of Approval of CUP 312 have been cured. Again, revocation remains appropriate if "one or more" Conditions of Approval of CUP 312 were violated.

Due to the noncompliance described above, as authorized by Section 17.84.070(D) and Section 17.74.050(B)(1) of the Coachella Municipal Code, revocation of CUP 312 is determined the appropriate City response.

ALTERNATIVES:

1. Adopt Resolution No. 2020-30 and revoke Conditional Use Permit No. 312.
2. Direct Staff to modify the Conditions of Approval of Conditional Use Permit No. 312.
3. Continue this item and provide staff direction.
4. Grant the appeal and set aside the Planning Commission's revocation of CUP 312.

CONCLUSIONS AND RECOMMENDATIONS

Based on the facts noted in this staff report and the documentation attached hereto, City staff recommends Alternative No. 1, noted above, for the City Council to adopt Resolution No. 2020-30 and;

1. Determine that the project is Categorically Exempt pursuant to Section No. 15321 (Enforcement Actions by Regulatory Agencies) of the CEQA; and,
2. Deny the appeal and uphold the Planning Commission's revocation of Conditional Use Permit No. 312.

Attachments: City Council Resolution No. 2020-30
CUP 312 (Coachella City Council Resolution 2019-07)
March 9, 2020 Compliance Verification Letter
March 24, 2020 Compliance Demand Letter
April 15, 2020 Planning Commission Staff Report
Planning Commission Resolution No. PC2020-03 revoking CUP 312
Request for Appeal with Attachment A, submitted by The Coachella Lighthouse, LLC
Public Hearing Notice

RESOLUTION NO. 2020-30

A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL AFFIRMING PLANNING COMMISSION'S DECISION AND REVOKING CONDITIONAL USE PERMIT NO. 312, A CONDITIONAL USE PERMIT TO ALLOW A 3,250 SQUARE FOOT RETAIL CANNABIS MICROBUSINESS ON 0.29 ACRES OF LAND IN THE CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) ZONE AT 84-161 AVENUE 48, AND MAKING FINDINGS IN SUPPORT THEREOF. THE COACHELLA LIGHTHOUSE, APPELLANT.

WHEREAS, on February 27, 2019, the City of Coachella Planning Commission (“Planning Commission”) issued Conditional Use Permit No. 312 (“CUP 312”) to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land at 84-161 Avenue 48 within a commercial center located at the southeast corner of Avenue 48 and Van Buren Street (Assessor Parcel Numbers 603-220-063 and portions of 603-220-066); and,

WHEREAS, pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312; and,

WHEREAS, the Development Services Director determined that the interested parties failed to comply with Conditions of Approval Nos. 2(a) – (c), 5, 6, and 14 – 16; and,

WHEREAS, pursuant to California Constitution Article XI, § 7, the California Zoning and Planning Law (Government Code sections 65800–65912), Chapters 17.70, 17.74, and 17.84 of the Coachella Municipal Code (“CMC”), the City of Coachella (“City”), through the Planning Commission and City Council, is authorized to revoke CUP 312; and,

WHEREAS, CMC section 17.74.050 and 17.84.070(D) authorize the revocation of a conditional use permit upon a finding that one or more conditions of the conditional use permit were not complied with; and,

WHEREAS, an application was initiated by the City for the revocation of CUP 312; and,

WHEREAS, on April 15, 2020, the Planning Commission conducted a duly noticed regular public hearing at which time all interested parties were provided the opportunity to give testimony for or against the revocation of CUP 312; and,

WHEREAS, on April 15, 2020, the Planning Commission revoked CUP 312 at the conclusion of the public hearing; and,

WHEREAS, The Coachella Lighthouse, LLC timely appealed the decision of the Planning Commission to the City Council; and,

WHEREAS, interested parties were properly notified of a public hearing held on May 13, 2020, and a notice of public hearing was published in the Desert Sun newspaper on May 3, 2020 regarding an appeal of the Planning Commission's decision to revoke CUP 312; and,

WHEREAS, on May 13, 2020 the City Council continued the public hearing to July 8, 2020, July 22, 2020, September 9, 2020, and on October 14, 2020 the City Council conducted a duly noticed public hearing on the appeal in the Council Chambers, 1515 Sixth Street, Coachella, California; and,

WHEREAS, all interested parties were afforded the opportunity to rebut the oral and written evidence that the applicant, City staff, presented in support of its position that revocation of CUP 312 was appropriate; and,

WHEREAS, members of the public were afforded an opportunity to testify regarding the revocation; and,

WHEREAS, the City Council finds that the Planning Commission carefully considered all information pertaining to the revocation, including the staff report and attachments, and all of the information, evidence, and testimony presented at its public hearing on April 15, 2020, after which it exercised its independent judgment to revoke CUP 312; and,

WHEREAS, the City Council, on October 14, 2020, affirmed the Planning Commission decision; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and,

WHEREAS, revocation is categorically exempt from environmental review pursuant to Title 14, California Code of Regulations, section 15321(a).

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Coachella, California does hereby resolve as follows:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. Based on the preponderance of the evidence presented to this City Council at the above-referenced public hearing on October 14, 2020, including the staff report with attachments and all information presented at the hearing in support of and in opposition to the revocation, after having reviewed the matter de novo on appeal, the City Council makes its own findings as following in accordance with Sections 17.70.080, 17.74.050, and Section 17.84.070 of the Coachella Municipal Code.

Finding Number 1: One or more conditions of CUP 312 was violated.

1. Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with

the Conditions of Approval of CUP 312, which led to the Planning Commission's revocation of CUP 312 and subsequent appeal to the City Council.

2. The permittee failed to comply with Condition No. 2(a) of CUP 312, which states: "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019." According to a review of City records and inspections of the property by City staff, as of April 8, 2020, the first phase of the Glenroy Resort Hotel is not complete nor open for business.
3. The permittee failed to comply with Condition No. 2(b) of CUP 312, which states: "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296." According to inspections of the property by City staff, as of April 8, 2020, the fencing improvements for the retail cannabis microbusiness have not been completed.
4. The permittee failed to comply with Condition No. 2(c) of CUP 312, which states that "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312." According to inspections of the property by City staff, as of April 8, 2020, additional glazing on the façade of the retail cannabis microbusiness was not completed.
5. The permittee failed to comply with Condition No. 5 of CUP 312, which states that "The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director." According to inspections of the property by City staff, as of April 8, 2020, the front façade of the business did not incorporate additional glazing.

6. The permittee failed to comply with Condition No. 6 of CUP 312, which states: “A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary “logo sign” placed on the front façade.” According to a review of City records by City staff, as of April 8, 2020, no comprehensive sign program for the Glenroy Resort project was reviewed or approved by the Planning Commission.
7. The permittee failed to comply with Condition No. 14 of CUP 312, which states: “The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.” According to inspections of the property by City staff, as of April 8, 2020, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness.
8. The permittee failed to comply with Condition No. 15 of CUP 312, which states: “The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.” According to inspections of the property by City staff, as of April 8, 2020, five bicycle racks were not installed in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business.
9. The permittee failed to comply with Condition No. 16 of CUP 312, which states that “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.” According to inspections of the property by City staff, as of April 8, 2020, no perimeter fencing was installed along the Avenue 48 frontage adjacent to the retail cannabis business and no perimeter fencing was installed adjacent to the parking area serving the retail cannabis business.
10. Based on the foregoing, the City of Coachella City Council hereby finds that one or more Conditions of Approval of CUP 312 were violated, justifying the CUP 312’s revocation.

SECTION 3. Based upon the findings set forth in Sections 1 and 2 of this Resolution, the City Council hereby affirms the Planning Commission’s decision and revokes Conditional Use Permit No. 312.

SECTION 4. The City Council hereby finds and determines that the revocation is categorically exempt from the requirements of the California Environmental Quality Act, as amended, and the Guidelines promulgated thereunder, pursuant to Section 15321 of the State CEQA Guidelines.

SECTION 6. This decision of the City Council is final and binding upon approval of this Resolution. A copy of this certified Resolution will be transmitted to the interested

parties by first class mail. Interested parties may seek judicial review of this decision. Pursuant to Code of Civil Procedure Section 1094.6, any petition to the court must be filed no later than the 90th day from the date on which this decision became final.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED APPROVED, and ADOPTED by the City Council of the City of Coachella, California, at a regular meeting held on this 14th day of October, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven A. Hernandez, Mayor
City of Coachella

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, Angela M. Zepeda, hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2020-Number, duly passed and adopted by the City Council of the City of Coachella, California, at a regular meeting held this 14th day of October, 2020.

Angela M. Zepeda
City Clerk



March 9, 2020

Mr. Joseph Rubin
1801 S. La Cienega Blvd Suite 302
Los Angeles CA 90035

Subject: Conditional Use Permit No. 312
84-160 Avenue 48, Coachella, California

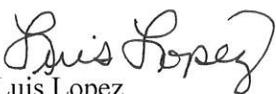
Dear Mr. Rubin:

Pursuant to condition #3 of Conditional Use Permit No. 312 (CUP 312), this is to inform you that the Development Services Director is conducting a 12-month review in order to check compliance with the conditions of approval, related to "The Lighthouse" retail cannabis business. Attached for your convenience is City Council Resolution No. 2019-07 which included 19 conditions of approval.

Within seven (7) days of receipt of this letter, please provide to me a written status of compliance with each of the conditions of approval for CUP 312, as listed in Resolution No. 2019-07.

Please contact me at (760)398-3102 or by e-mail at LLopez@coachella.org if you have any questions.

Sincerely,


Luis Lopez
Development Services Director



March 24, 2020

Coachella Lighthouse
P.O. Box 420
Coachella, California 92236

Coachella Lighthouse, LLC
84160 Avenue 48
Coachella, California 92236

Coachella Lighthouse, LLC
% Joseph Rubin, Manager
1801 South La Cienega Boulevard, Suite 301
Los Angeles, California 90035

Quonset Partners LLC
% Joseph Rubin, Agent for Service of Process
1801 South La Cienega Boulevard, Suite 302
Los Angeles, California 90035

Quonset Partners LLC
% Zachary Werner, Manager
383 South Beverly Glen Boulevard
Los Angeles, California 90024

Inception RE Credit Holdings, LLC
% Paracorp Incorporated, Agent for Service of Process
2804 Gateway Oaks Drive, #100
Sacramento, California 95833

Subject: Conditional Use Permit No. 312
84-160 Avenue 48, Coachella, California

To Whom It May Concern:

Pursuant to Condition No. 3 of Conditional Use Permit No. 312 (CUP 312), the Development Services Director has conducted a 12-month review of CUP 312 and has determined that you have failed to comply with the Conditions of Approval of CUP 312. Attached for your convenience is City Council Resolution No. 2019-07, which includes 19 Conditions of Approval.

Specifically, you have failed to comply with Conditions of Approval Nos. 2(a)–(c), 5, 6, and 14–16. Please be advised a conditional use permit may be revoked or modified if the Planning Commission makes any finding that the Conditions of Approval have been violated. Revocation of CUP 312 will prohibit this

business from operating at this location. Revocation of CUP 312 may also lead to revocation of the business license for this business.

Given your failure to comply with the Conditions of Approval, the City is compelled to prescribe a compliance deadline. We strongly encourage you to comply with the following compliance deadline to avoid formal enforcement measures.

We will proceed with revocation proceedings unless you comply with the following corrective actions **within 21 calendar days from the date of this letter:**

- (1) Complete the first phase of the Glenroy Resort Hotel and open for business, as required by Condition of Approval No. 2(a) and No. 16.
- (2) Complete perimeter landscaping and fencing improvements for the retail cannabis microbusiness, as required by Condition of Approval No. 2(b).
- (3) Complete the improvements required for additional glazing on the façade of the retail cannabis microbusiness, as required by Conditions of Approval Nos. 2(c) and 5.
- (4) Obtain Planning Commission approval of a comprehensive sign program for the Glenroy Resort Hotel project, as required by Condition of Approval No. 6.
- (5) Install a conforming trash enclosure for solid waste and recyclables within 250 feet of the cannabis retail microbusiness, as required by Condition of Approval No. 14.
- (6) Install a minimum of five bicycle racks in front of the retail cannabis microbusiness or adjacent to the parking lot, as required by Condition of Approval No. 15.

Thereafter, kindly remember that you have an ongoing responsibility to ensure that violations of the Conditions of Approval do not recur.

It is the policy of the City to obtain voluntary compliance with its laws, permits, and approvals whenever possible. And it is sincerely hoped that you take this opportunity to correct the violations. Please be advised that unless you comply with this notice, we will proceed with revocation proceedings without further warning or notice. Please act before the compliance deadline to avoid enforcement proceedings.

Please contact me at 760-398-3102 or by e-mail at LLopez@coachella.org if you have any questions.

Sincerely,



Luis Lopez

Development Services Director



STAFF REPORT
4/15/2020

TO: Planning Commission Chair and Commissioners

FROM: Luis Lopez, Development Services Director

SUBJECT: Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for “The Coachella Lighthouse, LLC”. City- Initiated Revocation.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission revoke Conditional Use Permit No. 312 (CUP 312) based upon numerous violations of the Conditions of Approval of CUP 312.

On February 27, 2019, the Planning Commission granted with conditions Conditional Use Permit No. 312 (CUP 312) for a 3,250 square foot retail cannabis microbusiness at the above location. Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312.

REQUIRED FINDINGS

Pursuant to Section 17.84.070 of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if the applicant or permittee or owner, its agent, employee, or any person connected or associated with the applicant or permittee:

- (1) Has knowingly made false statements in the applicant's application or in any reports or other supporting documents furnished by the applicant or permittee;
- (2) Has failed to maintain a valid state license;
- (3) Has failed to comply with any applicable provision of the Coachella Municipal Code, including, but not limited to, this chapter, the city's building, zoning, health, and public safety regulations;
- (4) Has failed to comply with any condition imposed on the conditional use permit; or
- (5) Has allowed the existence of or created a public nuisance in violation of the Coachella Municipal Code.

In addition, pursuant to Section 17.74.050(B)(1) of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if one or more conditions are not complied with.

DISCUSSION/ANALYSIS

Several Conditions of Approval of CUP 312 have been violated. The following chart describes the Conditions of Approval of CUP 312 that are in violation:

| CONDITIONS OF APPROVAL OF CUP 312 | VIOLATION OF CUP 312 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Condition No. 2(a) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019.”</p> | <p>According to a review of City records and inspections of the property, as of the date of the public hearing on April 15, 2020, the first phase of the Glenroy Resort Hotel is not complete or open for business. There are numerous unfinished buildings on the property and construction activities for the Resort Hotel were halted approximately 12 months ago.</p> |
| <p>Condition No. 2(b) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296.”</p> | <p>According to inspections of the property, as of the date of the public hearing on April 15, 2020, the perimeter fencing improvements for the retail cannabis microbusiness have not been completed. The front portion of the business currently has no fencing.</p> |
| <p>Condition No. 2(c) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 296 for additional glazing on the façade of the retail cannabis microbusiness shall be</p> | <p>According to inspections of the property, as of the date of the public hearing on April 15, 2020, additional glazing on the façade of the retail cannabis microbusiness was not completed. The front of the building has large blank walls with minimal glazing and no plans have been submitted showing additional glazing to be installed.</p> |

| CONDITIONS OF APPROVAL OF CUP 312 | VIOLATION OF CUP 312 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| completed within 60 days of the effective date of Conditional Use Permit No. 296.” | |
| Condition No. 5 of CUP 312 states: “The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director.” | According to inspections of the property, as of the date of the public hearing on April 15, 2020, the front façade of the business did not incorporate additional glazing. The front of the building has large blank walls with minimal glazing and no plans have been submitted showing additional glazing to be installed. |
| Condition No. 6 of CUP 312 states: “A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary ‘logo sign’ placed on the front façade.” | According to a review of City records, as of the date of the public hearing on April 15, 2020, no comprehensive sign program for the Glenroy Resort project was reviewed or approved by the Planning Commission. |
| Condition No. 14 of CUP 312 states: “The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.” | According to inspections of the property, as of April 8, 2020, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness. The trash bin is stored in an open area adjacent to the southwest corner of the parking lot adjoining the business. |
| Condition No. 15 of CUP 312 states: “The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.” | According to inspections of the property, as of April 8, 2020, there are no bicycle racks in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business. |
| Condition No. 16 of CUP 312 states: “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.” | According to inspections of the property, as of April 8, 2020, there is no fencing installed in front of the business and no fencing along the front portion of the adjoining parking lot serving the business. |

Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312. As part of this review, on March 9, 2020, the Development Services Director mailed a letter to Quonset Partners LLC, care of Joseph Rubin, requesting written status of compliance with the Conditions of Approval. Quonset Partners LLC failed to respond to the

letter. The Development Services Director concluded his review and determined that the project failed to comply with the Conditions of Approval of CUP 312.

On March 24, 2020, the City issued a letter to all interested parties, Coachella Lighthouse, LLC, Quonset Partners LLC, and Inception RE Credit Holds, LLC, demanding compliance with the Conditions of Approval by April 14, 2020, which they failed to meet.

Staff conducted a site visit of The Lighthouse property and the adjoining parking area to the west on April 8, 2020. Staff observed the lack of compliance with several of the conditions of approval as noted above. Shown below are some of these photographs with a description of the violation of the condition of approval.



Landscaping along Avenue 48 is missing the required "Perimeter Fencing"



“Blank Wall Façade” is missing required additional glazing



Front Entry is missing “Bicycle Racks”



“No Trash Enclosure” - Trash bin is stored in the open parking area.

As noted above, numerous Conditions of Approval of CUP 312 are being violated. Due to this noncompliance, as authorized by Section 17.84.070(D) and Section 17.74.050(B)(1) of the Coachella Municipal Code, revocation of CUP 312 is determined the appropriate City response.

CORRESPONDENCE:

Attached to this letter is correspondence received from owners of The Lighthouse including a letter to the County Tax Collector asking for relief, and a letter from the owner’s attorney requesting to enter into an agreement with the City in order to avoid the CUP 312 revocation in consideration of upfront payments of hotel taxes (TOT – Transient Occupancy Tax) and a new promise to open the Glenroy Resort Hotel in a timely manner. This second matter is being negotiated with the City Council and City Attorney and may cause a stay on the Planning Commission’s revocation of CUP 312 if the City Council decides to execute this new agreement.

Additionally, staff received a phone call from a resident that lives on the corner of Avenue 48 and Luzon Street who registered a concern regarding traffic safety due to vehicles exiting the site onto Avenue 48. Staff explained to the caller that once the road is widened and a raised center median is installed along Avenue 48, as part of the Riverside County Avenue 48 Improvement project, and once a traffic signal is installed at Luzon Street and Avenue 48, these traffic concerns will be substantially mitigated.

ALTERNATIVES:

1. Adopt Resolution No. 2020-03 and Terminate CUP 312
2. Direct Staff to Modify the Conditions of Approval of CUP 312
3. Continue this item and provide staff direction.
4. Take no action.

CONCLUSIONS AND RECOMMENDATIONS

Based on the facts noted in this staff report and the documentation attached hereto, staff recommends Alternative #1, noted above, for the Planning Commission to adopt Resolution No. PC2020-03 and;

1. Determine that the project is Categorically Exempt pursuant to Section No. 15321 (Enforcement Actions by Regulatory Agencies) of the CEQA; and,
2. Revoke Conditional Use Permit No. 312.

Attachments: Resolution No. PC2020-03
CUP 312 (Coachella City Council Resolution 2019-07)
March 9, 2020 Compliance Verification Letter
March 24, 2020 Compliance Demand Letter
Public Hearing Notice
Correspondence

RESOLUTION NO. PC2020-03

A RESOLUTION OF THE CITY OF COACHELLA PLANNING COMMISSION REVOKING CONDITIONAL USE PERMIT NO. 312, A CONDITIONAL USE PERMIT TO ALLOW A 3,250 SQUARE FOOT RETAIL CANNABIS MICROBUSINESS ON 0.29 ACRES OF LAND IN THE CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) ZONE AT 84-161 AVENUE 48, AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, on February 27, 2019, the City of Coachella Planning Commission (“Planning Commission”) issued Conditional Use Permit No. 312 (“CUP 312”) to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land at 84-161 Avenue 48 within a commercial center located at the southeast corner of Avenue 48 and Van Buren Street (Assessor Parcel Numbers 603-220-063 and portions of 603-220-066); and,

WHEREAS, pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312; and,

WHEREAS, the Development Services Director determined that the interested parties failed to comply with Conditions of Approval Nos. 2(a) - (c), 5, 6, and 14 – 16; and,

WHEREAS, pursuant to California Constitution Article XI, §7, the California Zoning and Planning Law (Government Code sections 65800–65912), Chapters 17.74 and 17.84 of the Coachella Municipal Code (“CMC”), the City of Coachella (“City”), through the Planning Commission is authorized to revoke CUP 312; and,

WHEREAS, CMC section 17.74.050 authorizes the Planning Commission to revoke a conditional use permit upon a finding that one or more conditions of the conditional use permit were not complied with; and,

WHEREAS, an application was initiated by the City for the revocation of CUP 312; and,

WHEREAS, interested parties were properly notified of a public hearing held on April 15, 2020, to determine whether the Planning Commission should revoke CUP 312; and,

WHEREAS, on April 15, 2020, the Planning Commission conducted a duly noticed regular public hearing in the Council Chambers, 1515 Sixth Street, Coachella, California, to consider testimony and evidence to determine whether the Planning Commission should revoke CUP 312;

WHEREAS, interested parties were afforded the opportunity to rebut the oral and written evidence that the applicant, City staff, presented in support of its position that revocation of CUP 312 was appropriate; and,

WHEREAS, members of the public were afforded an opportunity to testify regarding the revocation; and,

WHEREAS, the Planning Commission carefully considered all information pertaining to the revocation, including the staff report and attachments, and all of the information, evidence, and testimony presented at its public hearing on April 15, 2020; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and,

WHEREAS, revocation is categorically exempt from environmental review pursuant to Title 14, California Code of Regulations, section 15321(a).

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Coachella, California does hereby resolve as follows:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. Based on the preponderance of the evidence presented to this Planning Commission at the above-referenced public hearing on April 15, 2020, including the staff report with attachments, and all related information presented to the Planning Commission, the following findings are made in accordance with Section 17.74.050 and Section 17.84.070 of the Coachella Municipal Code.

Finding Number 1: One or more conditions of CUP 312 was violated.

1. As set forth in the staff report and attached documents and the testimony at the revocation hearing on April 15, 2020, pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312.
2. The permittee failed to comply with Condition No. 2(a) of CUP 312, which states: "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019." As of the date of the public hearing on April 15, 2020, the first phase of the Glenroy Resort Hotel is not complete nor open for business.

3. The permittee failed to comply with Condition No. 2(b) of CUP 312, which states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296.” As of April 8, 2020, the perimeter landscaping and fencing improvements for the retail cannabis microbusiness have not been completed.
4. The permittee failed to comply with Condition No. 2(c) of CUP 312, which states that “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 296 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296.” As of April 8, 2020, additional glazing on the façade of the retail cannabis microbusiness was not completed.
5. The permittee failed to comply with Condition No. 5 of CUP 312, which states that “The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director.” As of April 8, 2020, the front façade of the business did not incorporate additional glazing.
6. The permittee failed to comply with Condition No. 6 of CUP 312, which states: “A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary “logo sign” placed on the front façade.” As of April 8, 2020, no comprehensive sign program for the Glenroy Resort project was reviewed or approved by the Planning Commission.
7. The permittee failed to comply with Condition No. 14 of CUP 312, which states: “The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.” As of April 8, 2020, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness.
8. The permittee failed to comply with Condition No. 15 of CUP 312, which states: “The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.” As of April 8, 2020, five bicycle racks were not installed in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business.

9. The permittee failed to comply with Condition No. 16 of CUP 312, which states that “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.” As of April 8, 2020, no perimeter fencing was installed along the Avenue 48 street frontage adjacent to the retail cannabis business and no perimeter fencing was installed adjacent to the parking area serving the retail cannabis business.
10. Based on the foregoing, the City of Coachella Planning Commission hereby finds that one or more Conditions of Approval of CUP 312 were violated, justifying the CUP 312’s revocation.

SECTION 3. Based upon the findings set forth in Sections 1 and 2 of this Resolution, the Planning Commission hereby revokes Conditional Use Permit No. 312 to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land at 84-161 Avenue 48 within a commercial center located at the southeast corner of Avenue 48 and Van Buren Street (Assessor Parcel Numbers 603-220-063 and portions of 603-220-066).

SECTION 4. This Commission hereby finds and determines that the revocation is categorically exempt from the requirements of the California Environmental Quality Act, as amended, and the Guidelines promulgated thereunder, pursuant to Section 15321 of the State CEQA Guidelines.

SECTION 5. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Development Services Department, Coachella Permit Center located at 53-990 Enterprise Way, Coachella, California 92236. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 6. This action by the Planning Commission shall be final unless appeal of the action is filed with the City Clerk’s office in writing, pursuant to Section 17.74.040 of the Coachella Municipal Code.

SECTION 7. The Secretary shall certify to the adoption of this Resolution.

PASSED APPROVED and ADOPTED by the Planning Commission of the City of Coachella, California, at a regular meeting held on this 15th day of April, 2020.

Javier Soliz, Chairperson
Coachella Planning Commission

ATTEST:

Yesenia Becerril
Planning Commission Secretary

APPROVED AS TO FORM:

Carlos Campos
City Attorney

I HEREBY CERTIFY that the foregoing Resolution No. PC2020-03, was duly adopted at a regular meeting of the Planning Commission of the City of Coachella, California, held on the 15th day of April, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Yesenia Becerril
Planning Commission Secretary



March 9, 2020

Mr. Joseph Rubin
1801 S. La Cienega Blvd Suite 302
Los Angeles CA 90035

Subject: Conditional Use Permit No. 312
84-160 Avenue 48, Coachella, California

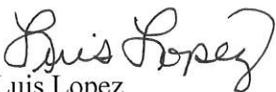
Dear Mr. Rubin:

Pursuant to condition #3 of Conditional Use Permit No. 312 (CUP 312), this is to inform you that the Development Services Director is conducting a 12-month review in order to check compliance with the conditions of approval, related to "The Lighthouse" retail cannabis business. Attached for your convenience is City Council Resolution No. 2019-07 which included 19 conditions of approval.

Within seven (7) days of receipt of this letter, please provide to me a written status of compliance with each of the conditions of approval for CUP 312, as listed in Resolution No. 2019-07.

Please contact me at (760)398-3102 or by e-mail at LLOpez@coachella.org if you have any questions.

Sincerely,


Luis Lopez
Development Services Director



March 24, 2020

Coachella Lighthouse
P.O. Box 420
Coachella, California 92236

Coachella Lighthouse, LLC
84160 Avenue 48
Coachella, California 92236

Coachella Lighthouse, LLC
% Joseph Rubin, Manager
1801 South La Cienega Boulevard, Suite 301
Los Angeles, California 90035

Quonset Partners LLC
% Joseph Rubin, Agent for Service of Process
1801 South La Cienega Boulevard, Suite 302
Los Angeles, California 90035

Quonset Partners LLC
% Zachary Werner, Manager
383 South Beverly Glen Boulevard
Los Angeles, California 90024

Inception RE Credit Holdings, LLC
% Paracorp Incorporated, Agent for Service of Process
2804 Gateway Oaks Drive, #100
Sacramento, California 95833

**Subject: Conditional Use Permit No. 312
84-160 Avenue 48, Coachella, California**

To Whom It May Concern:

Pursuant to Condition No. 3 of Conditional Use Permit No. 312 (CUP 312), the Development Services Director has conducted a 12-month review of CUP 312 and has determined that you have failed to comply with the Conditions of Approval of CUP 312. Attached for your convenience is City Council Resolution No. 2019-07, which includes 19 Conditions of Approval.

Specifically, you have failed to comply with Conditions of Approval Nos. 2(a)-(c), 5, 6, and 14-16. Please be advised a conditional use permit may be revoked or modified if the Planning Commission makes any finding that the Conditions of Approval have been violated. Revocation of CUP 312 will prohibit this

business from operating at this location. Revocation of CUP 312 may also lead to revocation of the business license for this business.

Given your failure to comply with the Conditions of Approval, the City is compelled to prescribe a compliance deadline. We strongly encourage you to comply with the following compliance deadline to avoid formal enforcement measures.

We will proceed with revocation proceedings unless you comply with the following corrective actions **within 21 calendar days from the date of this letter:**

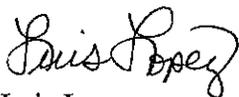
- (1) Complete the first phase of the Glenroy Resort Hotel and open for business, as required by Condition of Approval No. 2(a) and No. 16.
- (2) Complete perimeter landscaping and fencing improvements for the retail cannabis microbusiness, as required by Condition of Approval No. 2(b).
- (3) Complete the improvements required for additional glazing on the façade of the retail cannabis microbusiness, as required by Conditions of Approval Nos. 2(c) and 5.
- (4) Obtain Planning Commission approval of a comprehensive sign program for the Glenroy Resort Hotel project, as required by Condition of Approval No. 6.
- (5) Install a conforming trash enclosure for solid waste and recyclables within 250 feet of the cannabis retail microbusiness, as required by Condition of Approval No. 14.
- (6) Install a minimum of five bicycle racks in front of the retail cannabis microbusiness or adjacent to the parking lot, as required by Condition of Approval No. 15.

Thereafter, kindly remember that you have an ongoing responsibility to ensure that violations of the Conditions of Approval do not recur.

It is the policy of the City to obtain voluntary compliance with its laws, permits, and approvals whenever possible. And it is sincerely hoped that you take this opportunity to correct the violations. Please be advised that unless you comply with this notice, we will proceed with revocation proceedings without further warning or notice. Please act before the compliance deadline to avoid enforcement proceedings.

Please contact me at 760-398-3102 or by e-mail at LLopez@coachella.org if you have any questions.

Sincerely,



Luis Lopez

Development Services Director

CITY OF COACHELLA
PLANNING COMMISSION
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Coachella will hold a Public Hearing at the Coachella Permit Center on Wednesday, April 15, 2020, to consider oral and written testimony regarding revocation of Conditional Use Permit No. 312.

This is a request by the City of Coachella to revoke Conditional Use Permit No. 312 for a retail cannabis microbusiness located at 84-161 Avenue 48, Coachella, California (formerly known as 84-160 Avenue 48, Coachella, California), on the grounds that various conditions of Conditional Use Permit No. 312 have been violated.

The City of Coachella has determined that the proposed revocation is categorically exempt from environmental review pursuant to Title 14, California Code of Regulations, CEQA Guidelines §15321(a).

The case files, evidence, and documents for the proposed revocation are available for public inspection Monday through Thursday, from 7:00 a.m. to 6:00 p.m. at the City of Coachella Development Services Department located at the address below. Please contact the Development Services Department in advance to schedule an appointment. Se Habla Español.

If any individual or group challenges this action in court, issues raised may be limited to those issues raised at the public hearing described in this notice or in written testimony. Any questions or comments may be directed to:

Luis Lopez
City of Coachella Development Services Department
53-990 Enterprise Way, Coachella CA 92236
(760) 398-3102

TESTIMONY MAY BE GIVEN AT the Public Hearing, on Wednesday, April 15, 2020, at 6:00 p.m. in the Coachella Permit Center, 53-990 Enterprise Way, Coachella, CA 92236. Alternatively, any written comments may be submitted via e-mail to LLopez@coachella.org.

BY ORDER OF PLANNING COMMISSION SECRETARY
PUBLISHED: April 5, 2020

April 8, 2020

Jordan Ferguson

T 310.229.0326

F 310.229.9901

JFerguson@Venable.com

VIA ELECTRONIC MAIL

William Pattison
City Manager
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

Re: Conditional Use Permit No. 312
84-160 Avenue 48, Coachella, CA

Dear Mr. Pattison:

This firm represents The Coachella Lighthouse, LLC (“The Coachella Lighthouse”). Over the past several weeks, our clients have been in touch with you and several other City of Coachella (“City”) staff members and public officials to discuss compliance under the existing Glenroy Resort Hotel Development Agreement (the “Development Agreement”) and Conditional Use Permit No. 312 (the “CUP”). Based on those conversations, our clients are hopeful an agreement in principal will be reached, and I write today to memorialize our understanding of the material terms of such agreement, as well as to formally request upon the City’s receipt of the TOT Payment (as hereinafter defined) the cancellation of a proposed CUP revocation hearing currently tentatively scheduled for April 15, 2020.

We understand the City’s strong desire to see the Glenroy Resort Hotel (the “Resort”) up and running as soon as possible, and to begin receiving transient occupancy tax (“TOT”) revenue from the Resort, as is contemplated under the Development Agreement and the Coachella Municipal Code. As you are likely aware, a variety of issues have delayed completion of the Resort past the compliance deadline laid out in the Development Agreement. In the spirit of cooperation and the hopes of continuing a mutually beneficial partnership, and recognizing the loss the City faces based on this delay, our client proposes an annual payment to the City in the amount of Three Hundred Thousand Dollars and 00/100 (\$300,000.00) (the “TOT Payment”) to cover the TOT the City believes it is owed under the Development Agreement until such time as the Resort is open and operational. At that point, Glenroy Coachella will timely remit TOT as required under the Coachella Municipal Code, alongside all other hotel developments in the City.

In order to provide an injection of revenue to the City immediately, our clients propose a first payment in the amount of Fifty Thousand Dollars and 00/100 (\$50,000) to be paid upon the City’s written acceptance of the terms herein. Thereafter, our clients propose a monthly payment of Twenty Two Thousand Seven Hundred and Twenty Seven Dollars and 27/100 (\$22,727.27) until the Resort is open and operational, such that the City will receive the full TOT Payment over the course of the next twelve months.

William Pattison
April 8, 2020
Page 2

The TOT Payment constitutes revenue the City would not receive should the proposed revocation proceedings move forward. This is also a proposal that involves Glenroy Coachella paying the City TOT at a time where the City is unlikely to receive TOT from any other establishment, due to Governor Newsom's stay-at-home order. The hotel industry is shuttered nationwide for an indefinite period, and it is impossible to say at present when revenues will return. Even if hotels were permitted to reopen tomorrow, it is highly unlikely they would have any customers to serve, given the current travel restrictions.

In recognition of the unimaginable circumstances currently facing the hotel industry, and Glenroy Coachella's proposed injection of TOT revenue to the City at a time where it is likely receiving no such revenue from other businesses, we respectfully request that the City ***respond in writing accepting the present offer and confirm it is rescinding its threat of proceeding with a CUP revocation hearing.*** Recognizing this offer is proposed to settle any dispute over the Development Agreement or the CUP, we additionally request that the City ***confirm in writing that no revocation proceedings will be contemplated before May 1, 2021.***

We understand the City has also raised the issue of outstanding property taxes due on April 10, 2020. Due to the ongoing crisis and the economic harm our clients have already suffered, a formal deferral of those property taxes has already been requested. Attached you will find the deferral request for all relevant parcels. Should this request be granted, our clients intend to timely pay all outstanding property taxes as required by any deferral. We respectfully request that the City defer to Riverside County's determination here, and not separately threaten The Coachella Lighthouse based on property tax payments which are likely to be lawfully deferred in the coming days.

Separately, we request that the City promptly institute proceedings to decouple the CUP from the Development Agreement, allowing The Coachella Lighthouse to operate independently of the Resort. This request comes not from a desire to change the original terms of the agreement between Glenroy Coachella and the City, but rather out of recognition that a successful commercial cannabis business generating community benefits and substantial tax revenue to the City should not be under continuous existential threat based on the status of the Resort's development.

Throughout its history, The Coachella Lighthouse has been a model commercial cannabis business, providing critical services to the community and substantial tax revenue to the City. As you are likely aware, Governor Newsom has declared commercial cannabis businesses "essential" during the state-wide COVID-19 stay-at-home order, emphasizing that access to legal, regulated and safe cannabis is vital, especially for Californians who utilize cannabis for medical purposes.

This would make the City's timing on any compliance review unfortunate to say the least. We understand the City is well within its rights to conduct a 12-month compliance review, and to demand The Coachella Lighthouse operate within the conditions of approval laid out in the CUP; the Coachella Lighthouse has every intention of complying with those conditions. However, threatening the closure of an essential business during a global pandemic does not serve the best interests of the City or the community served by the Coachella Lighthouse. Any cessation of business would leave The Coachella Lighthouse's loyal customers and patients without access to cannabis during a period of widespread illness and growing mental health concerns based on the

William Pattison
April 8, 2020
Page 3

stresses imposed by social isolation. This would by no means serve the public good, and in fact could result in direct harms to the citizens of the City and to the community as a whole.

Beyond that, shuttering one of the City's highest performing taxpayers during an economic recession that potentially rivals the Great Depression cannot possibly be in the best interests of the City at a time when the City is starved for reliable tax revenue.

Furthermore, the Coachella Lighthouse is a freestanding business, operating independently from the Resort. While its revenues will likely increase (alongside its tax payments to the City) when the Resort is open and operating, over the past several years, The Coachella Lighthouse has proven that it more than capably serves the community even in the absence of seasonal tourist traffic associated with a nearby resort hotel. It is fundamentally unfair for the City to continue to leverage the existence of The Coachella Lighthouse against the completion of the Resort, the construction and operation of which are handled by a different corporation with different investors and ownership.

We respectfully request that the City accept Glenroy Coachella's offer and respond in writing cancelling the proposed compliance hearing scheduled for April 15, 2020. We additionally entreat the City to recognize the independent value provided by The Coachella Lighthouse and to begin the process of decoupling the CUP from the Development Agreement, so that both businesses may continue to operate regardless of the legal status of the other.

If you have any questions about the proposed terms herein, or wish to discuss this matter further, please feel free to contact me directly at jferguson@venable.com or at (310) 229-0326. Thank you in advance for your time and careful consideration of this matter.

Sincerely,

Jordan E. A. Ferguson

Cc: Luis Lopez, Development Services Director (via email)
Carlos Campos, City Attorney (via email)
Stuart Rubin (via email)
Joseph Rubin (via email)
Matthew Portnoff, Venable LLP (via email)

April 6, 2020

Jon Christensen
 Riverside County
 33-868 El Cerrito Rd
 Palm Desert, CA 92211

Dear Riverside County Tax Assessor:

As a direct result of lost business from the COVID-19 crisis, I am requesting a deferral of property taxes due April 10, 2020, including a waiver of any fees, costs, or other charges resulting from a late payment.

This request is made pursuant to California Revenue and Taxation Code – Section 4985.2 which states:

Any penalty, costs, or other charges resulting from tax delinquency may be canceled by the auditor or the tax collector upon a finding of any of the following:

(a) Failure to make a timely payment is due to reasonable cause and circumstances beyond the taxpayer's control, and occurred notwithstanding the exercise of ordinary care in the absence of willful neglect, provided the principal payment for the proper amount of the tax due is made no later than June 30 of the fourth fiscal year following the fiscal year in which the tax became delinquent.

Additionally, per the joint statement of the California State Association of Counties (CSAC) and the California Association of County Treasurers and Tax Collectors (CACTTC), I am requesting that the county *“use all existing authority to cancel penalties and other charges for homeowners, small businesses, and other property owners that are unable to pay their property taxes due to circumstances caused by COVID-19 on a case-by-case basis”*.

The hotel industry has been devastated by this crisis. The hotel industry is now forecast by STR and Tourism Economics to have its worst year ever, with revenue per available room expected to decline an average of 50.6% for the year. As of last week, a significant number of hotels in California have suspended operations and virtually all hotel operations have unfortunately reduced their workforce by furloughs, layoffs, and reductions in pay, benefits, and/or hours. The industry is struggling to maintain our remaining workforce.

As a result of COVID-19, my hotel has suffered a devastating loss of income resulting in a severe shortage of liquid assets. Consequently, I am unable to pay the property taxes owed at this time and ask for a waiver of any fees, costs, or other charges resulting from a late payment.

Thank you,



Stuart Rubin
 President
 Glenroy Coachella
 84141 Ave 48 Coachella
 Coachella, CA 92236

Parcel #: 603220061

April 6, 2020

Jon Christensen
Riverside County
33-868 El Cerrito Rd
Palm Desert, CA 92211

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Thank you,



Stuart Rubin
President
Glenroy Coachella
84141 Ave 48 Coachella
Coachella, CA 92236

Parcel #: 603220063

April 6, 2020

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 Riverside County
 33-868 El Cerrito Rd
 Palm Desert, CA 92211

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The hotel industry has been devastated by this crisis. The hotel industry is now forecast by STR and Tourism Economics to have its worst year ever, with revenue per available room expected to decline an average of 50.6% for the year. As of last week, a significant number of hotels in California have suspended operations and virtually all hotel operations have unfortunately reduced their workforce by furloughs, layoffs, and reductions in pay, benefits, and/or hours. The industry is struggling to maintain our remaining workforce.

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Thank you,



Stuart Rubin
 President
 Glenroy Coachella
 84141 Ave 48 Coachella
 Coachella, CA 92236

Parcel #: 603220065

April 6, 2020

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Riverside County
33-868 El Cerrito Rd
Palm Desert, CA 92211

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Thank you,



Stuart Rubin
President
Glenroy Coachella
84141 Ave 48 Coachella
Coachella, CA 92236

Parcel #: 603220067

April 6, 2020

Jon Christensen
 Riverside County
 33-868 El Cerrito Rd
 Palm Desert, CA 92211

Dear Riverside County Tax Assessor:

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Thank you,



Stuart Rubin
 President
 Glenroy Coachella
 84141 Ave 48 Coachella
 Coachella, CA 92236

Parcel #: 603220068

April 6, 2020

Jon Christensen
 Riverside County
 33-868 El Cerrito Rd
 Palm Desert, CA 92211

Dear Riverside County Tax Assessor:

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(a) Failure to make a timely payment is due to reasonable cause and circumstances beyond the taxpayer's control, and occurred notwithstanding the exercise of ordinary care in the absence of willful neglect, provided the principal payment for the proper amount of the tax due is made no later than June 30 of the fourth fiscal year following the fiscal year in which the tax became delinquent.

Additionally, per the joint statement of the California State Association of Counties (CSAC) and the California Association of County Treasurers and Tax Collectors (CACTTC), I am requesting that the county *“use all existing authority to cancel penalties and other charges for homeowners, small businesses, and other property owners that are unable to pay their property taxes due to circumstances caused by COVID-19 on a case-by-case basis”*.

The hotel industry has been devastated by this crisis. The hotel industry is now forecast by STR and Tourism Economics to have its worst year ever, with revenue per available room expected to decline an average of 50.6% for the year. As of last week, a significant number of hotels in California have suspended operations and virtually all hotel operations have unfortunately reduced their workforce by furloughs, layoffs, and reductions in pay, benefits, and/or hours. The industry is struggling to maintain our remaining workforce.

As a result of COVID-19, my hotel has suffered a devastating loss of income resulting in a severe shortage of liquid assets. Consequently, I am unable to pay the property taxes owed at this time and ask for a waiver of any fees, costs, or other charges resulting from a late payment.

Thank you,



Stuart Rubin
 President
 Glenroy Coachella
 84141 Ave 48 Coachella
 Coachella, CA 92236

Parcel #: 603220069



STAFF REPORT
4/15/2020

TO: Planning Commission Chair and Commissioners

FROM: Luis Lopez, Development Services Director

SUBJECT: Resolution No. PC2020-04 approving Zoning Ordinance Amendment (ZOA 20-01) and recommending approval of an Ordinance amending various sections of Title 17 (Zoning) of the Coachella Municipal Code to update and clarify provisions regarding retail cannabis businesses, specifically with regards to non-storefront retailers, non-storefront retail microbusinesses, storefront retail microbusinesses, and non-retail microbusinesses.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission approve Zoning Ordinance Amendment (ZOA 20-01) and recommend to the City Council approval of a draft Ordinance amending Coachella Municipal Code Title 17 (Zoning), Chapters 17.26 C-G General Commercial Zone, 17.30 M-S Manufacturing Service Zone, 17.32 M-H Heavy Industrial Zone, 17.34 M-W Wrecking Yard Zone, 17.46 IP Industrial Park Overlay Zone, 17.47 RC Retail Cannabis Overlay Zone, 17.84 Retail Cannabis Businesses and 17.85 Commercial Cannabis Activity to Update Cannabis Business Zoning Regulations, including Regulations Specific to Non-Storefront Retail Cannabis Businesses and Microbusinesses, by adopting the attached resolution.

BACKGROUND:

In November of 2016, voters approved Proposition 64, otherwise known as the Control, Regulate, Tax Adult Use of Marijuana Act (“AUMA”) which legalized the adult use of cannabis and created a statutory framework for the state to regulate adult use of cannabis. Senate Bill 94, adopted on June 27, 2017, reconciled standards for medical cannabis with the standards for adult use cannabis activity under a single law, entitled Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”).

The City of Coachella adopted Chapter 17.85 “Medical Cannabis Cultivation Facilities,” in January 2016, to allow commercial medicinal cannabis cultivation, manufacturing, testing, distribution, and transportation activities in the wrecking yard (M-W) zone with a conditional use permit (“CUP”). Since then, the City has allowed both medicinal and adult use cannabis cultivation, manufacturing, testing, distribution, and transportation activities in the M-W zone and IP Industrial Park Overlay Zone for all commercial cannabis activity, and general commercial C-G for testing laboratories only with a CUP. All such businesses also require a regulatory permit to operate.

A City Council study session was held on June 6, 2017 at which time City staff was given direction to prepare and present an ordinance regulating retail cannabis businesses. During the study session, the City Council discussed various potential zoning limitations, including areas within the City that would be suitable and would benefit by such uses, distance limitations between retail cannabis businesses themselves, and distance limitations between these businesses and schools. The City Council took public comment at the meeting, which was generally in favor of allowing such uses. Commenters asked that retail cannabis businesses be allowed in commercial areas, asked the Council to be “business friendly” when considering such uses, and to carefully think about and plan for revenue generated.

In February 2018, the City Council adopted an ordinance, which among other things, allowed five (5) retail cannabis businesses to operate within the City.

In April 2019, the City adopted new retail cannabis regulations, including updating the language to reflect changes in State law; reducing the “minimum project area” size from thirty (30) acres to ten (10) acres in the MS-IP (Manufacturing Service - Industrial Park) overlay zone; expanding area of Sub-Zone #1 *Pueblo Viejo*; adding a new Sub-Zone #3 *Dillon Road Corridor*; adding property development standards for microbusinesses; allowing ten (10) retail cannabis businesses to operate in the City; and allowing retail cannabis businesses in the M-W Wrecking Yard Zone and the IP Industrial Park Overlay Zone, in addition to the RC Retail Cannabis Overlay Zone.

Since that time, staff has been working to update the City’s zoning regulations for cannabis businesses based on City Council comments, public comments, internal review of the Zoning Map and General Plan, staff meetings, and current State law. City Council recently gave staff direction to pursue two code amendments to consider allowing “interim outdoor cannabis cultivation farms” and “non-storefront retail cannabis businesses”. Because the next growing season for outdoor cultivation is not imminent, that code amendment will be further studied and brought to the Commission in the summer months. This ordinance presented herein deals strictly with allowing “non-storefront retail cannabis businesses” in various commercial and industrial districts of the City.

DISCUSSION/ANALYSIS:

I. SUMMARY

The proposed Ordinance would amend Title 17 (Zoning), Chapters 17.26, 17.30, 17.32, 17.34, 17.46, 17.47, 17.84, and 17.85 to (i) allow non-storefront retailers in the C-G General Commercial Use Zone, M-S Manufacturing Service Zone, M-H Heavy Industrial Zone, M-W Wrecking Yard Zone, and RC Retail Cannabis Overlay Zone and subject to certain property development standards, (ii) clarify the different types of cannabis microbusinesses that may operate in different City zones, and (iii) comply with current City policies and State law.

II. NON-STOREFRONT RETAILERS

A. Non-storefront Retailer Defined

Currently, the City does not allow non-storefront retailers. The proposed Zoning

Ordinance Amendment (“ZOA”) would allow non-storefront retailers to operate in certain zones in the City (described below) subject to certain development standards (described below). The City is not proposing to limit the number of non-storefront retailers, but these uses will be limited by land use restrictions, e.g. they will be limited to certain zones and have distancing/spacing restrictions, which are discussed below.

A “non-storefront retailer” means a cannabis retailer that provides cannabis **exclusively through delivery**. Like the name implies, these businesses do not have a retail storefront that is open to the public. Rather, the business will obtain cannabis and cannabis products, secure the merchandise on site, and then deliver it to customers. Customers do not come to the business location.

State law and regulations regarding cannabis delivery ensure documented transfer from the retailer to the customer. All deliveries of cannabis goods must be performed by a delivery employee (at least 21 years of age) who is directly employed by a licensed retailer and be made in person. The process of delivery begins when the delivery employee leaves the retailer’s licensed premises with the cannabis goods for delivery and ends when the delivery employee returns to the retailer’s licensed premises after delivering or attempting to deliver the cannabis goods. A delivery employee of a licensed retailer shall, during deliveries, carry a copy of the retailer’s current license, a copy of the QR Code certificate issued by the Bureau of Cannabis Control, the employee’s government-issued identification, and an identification badge provided by the employer. Prior to providing cannabis goods to a delivery customer, a delivery employee shall confirm the identity and age of the delivery customer. A delivery employee may not carry cannabis goods with a value in excess of \$5,000 at any time. (Bus. & Prof. Code, §§ 26013, 26090.) QR is short for “Quick Response” and these codes are used to take a piece of information from a transitory media and put it onto a person’s cell phone. Once on the cell phone, it gives the person information about the business.

In February 2020, new cannabis regulations were enacted requiring cannabis retailers and delivery services to post QR codes in their storefront windows and carry it with them while transporting or delivering cannabis products. These regulations are designed to help consumers identify licensed cannabis retail stores, assist law enforcement, and support the legal cannabis market. It has been reported that illicit cannabis sales in California in 2019 were estimated at \$8.3 billion, while legalized sales were expected to reach \$3 billion.

B. Zones Where Non-storefront Retailers are Allowed

The ZOA proposes to allow non-storefront retailers in the following zones:

- C-G General Commercial Use Zone;
- M-S Manufacturing Service Zone;
- M-H Heavy Industrial Zone;
- M-W Wrecking Yard Zone; and

- RC Retail Cannabis Overlay Zone.

Non-storefront retailers would be permitted as conditional uses in the above zones, meaning that they must secure a conditional use permit (“CUP”) or development agreement prior to operating. Please note that these businesses must also obtain a regulatory permit pursuant to Coachella Municipal Code Chapter 5.69 *Cannabis Retailer and Retail Microbusiness Regulatory Permit*.

C. Property Development Standards

The ZOA proposes that non-storefront retailers be subject to three property development standards:

- A minimum of one hundred (100) feet separation from any residential structure;
- be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and
- may not be located in the City’s Pueblo Viejo District.

The ZOA defines “Pueblo Viejo District” as that area in the city bounded by Cesar Chavez Street on the west, 1st Street on the north, Grapefruit Boulevard on the east, and 9th Street on the south.

III. MICROBUSINESSES

The City’s current regulations distinguish between microbusinesses with a retail component and microbusinesses without a retail component. The proposed ZOA further clarifies the regulations related to microbusinesses.

A. Types of Microbusinesses

The proposed ZOA adds new definitions to specify the three types of microbusinesses: non-retail, storefront retail, and non-storefront retail microbusinesses.

A “non-retail microbusiness” is a commercial business that engages in indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution. Like the name implies, there is no retail component to the business.

A “storefront retail microbusiness” is a commercial business that engages in storefront retail cannabis sales and at least two of the following: indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution.

A “non-storefront retail microbusiness” is a commercial business that engages in non-storefront retail cannabis sales and at least two of the following: indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution.

B. Zones Where Microbusinesses are Allowed

1. Non-retail Microbusinesses

The Municipal Code currently allows non-retail microbusinesses in the following zones:

- M-W Wrecking Yard Zone; and the
- IP Industrial Park Overlay Zone.

2. Storefront Retail Microbusinesses

The Municipal Code currently allows storefront retail microbusinesses in the following zones:

- M-W Wrecking Yard Zone;
- IP Industrial Park Overlay Zone; and the
- RC Retail Cannabis Overlay Zone.

3. Non-storefront Retail Microbusinesses

The ZOA proposes to allow non-storefront retail microbusinesses in the following zones:

- C-G General Commercial Use Zone;
- M-S Manufacturing Service Zone;
- M-H Heavy Industrial Zone;
- M-W Wrecking Yard Zone; and
- RC Retail Cannabis Overlay Zone.

C. Microbusinesses Conditionally Permitted

All microbusiness types are permitted as conditional uses in the above zones, meaning that they must secure a CUP or development agreement prior to operating. These businesses must also obtain a regulatory permit pursuant to Coachella Municipal Code Chapters 5.68 and 5.69.

FISCAL IMPACT:

None.

ALTERNATIVES:

- 1) Adopt Resolution No. PC2020-04 recommending approval of the attached Draft Ordinance.
- 2) Adopt Resolution No. PC2020-04 recommending approval of the attached Draft Ordinance with amendments.
- 3) Recommend denial of the attached Draft Ordinance.
- 4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or Alternative #2 above.

Attachments: Resolution No. PC2020-04
Draft Ordinance Amending Coachella Municipal Code

RESOLUTION NO. PC2020-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COACHELLA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17 ZONING, CHAPTERS 17.26 C-G GENERAL COMMERCIAL USE ZONE, 17.30 M-S MANUFACTURING SERVICE ZONE, 17.32 M-H HEAVY INDUSTRIAL ZONE, 17.34 M-W WRECKING YARD ZONE, 17.46 IP INDUSTRIAL PARK OVERLAY ZONE, 17.47 RC RETAIL CANNABIS OVERLAY ZONE, 17.84 RETAIL CANNABIS BUSINESSES AND 17.85 COMMERCIAL CANNABIS ACTIVITY TO UPDATE CANNABIS BUSINESS ZONING REGULATIONS, INCLUDING REGULATIONS SPECIFIC TO NON-STOREFRONT RETAIL CANNABIS BUSINESSES AND MICROBUSINESSES.

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 other land use 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 repealed the Medical Cannabis Regulation and Safety Act (“MCRSA”), included certain provisions of MCRSA in the licensing provisions of AUMA, and 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” or “Act”); and,

WHEREAS, MAUCRSA retains the provisions in the MCRSA and the AUMA that granted local jurisdictions control over whether non-commercial and commercial cannabis activities could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses licensed under the state licensing authority and shall not approve an application for a state license for a business to engage in commercial cannabis activity if approval by the state license will violate the provisions of any local ordinance or regulation. State licensing authorities began issuing licenses to cannabis businesses beginning January 1, 2018; and,

WHEREAS, MAUCRSA establishes a regulatory structure for cultivation, processing, manufacturing, tracking, quality control, testing, inspection, distribution, and retail sale of commercial cannabis, including medicinal and adult-use cannabis. The Act designates applicable responsibilities for oversight of cannabis commerce to several State agencies; and,

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning), Chapters 17.26, 17.30, 17.32, 17.34, 17.46, 17.47, 17.84, and 17.85 to (i) allow non-storefront retailers in certain City zones and subject to certain property development standards, (ii) clarify the different types of cannabis microbusinesses that may operate in different City zones, and (iii) 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, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on April 15, 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;.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recommendation to City Council. Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff report and this Resolution, the Planning Commission of the City of Coachella hereby recommends that the City Council adopt Ordinance No. _____ entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17 ZONING, CHAPTERS 17.26 C-G GENERAL COMMERCIAL USE ZONE, 17.30 M-S MANUFACTURING SERVICE ZONE, 17.32 M-H HEAVY INDUSTRIAL ZONE, 17.34 M-W WRECKING YARD ZONE, 17.46 IP INDUSTRIAL PARK OVERLAY ZONE, 17.47 RC RETAIL CANNABIS OVERLAY ZONE, 17.84 RETAIL CANNABIS BUSINESSES AND 17.85 COMMERCIAL CANNABIS ACTIVITY TO UPDATE CANNABIS BUSINESS ZONING REGULATIONS, INCLUDING REGULATIONS SPECIFIC TO NON-STOREFRONT RETAIL

CANNABIS BUSINESSES AND MICROBUSINESSES” which is attached hereto as Attachment “A” and incorporated herein by reference.

SECTION 2. Findings. The Planning Commission finds that the amendments to the Coachella Municipal Code (Zoning) proposed by the above referenced ordinance are consistent with the goals and policies of all elements of the General Plan and exercise the City’s land use powers to protect the health, safety, and welfare of the public which would be put at risk if commercial cannabis activity is allowed to move forward in the City without local regulation and enforcement abilities.

The Planning Commission also finds that the proposed amendments to the Coachella Municipal Code (Zoning) would not be detrimental to the public interest, health, safety, convenience, or welfare of the City in that they will regulate commercial cannabis activity as a land use, by allowing the use with a conditional use permit in selected zoning districts and under certain restrictions.

The Planning Commission also finds that the proposed amendments to the Coachella Municipal Code (Zoning) are internally consistent with other applicable provisions of this Zoning Code, in that commercial cannabis activity would be subject to specified zoning districts and to findings necessary to grant a conditional use permit.

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

SECTION 4. Certification. The Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED by the members of the City of Coachella Planning Commission on this 15th day of April, 2020.

Javier Soliz,
Planning Commission Chair

ATTEST:

Yesenia Becerril, Planning Commission Secretary

APPROVED AS TO FORM:

Carlos Campos, City Attorney

I, Yesenia Becerril, Planning Secretary, City of Coachella, California, certify that the foregoing Resolution was adopted by the Planning Commission at a regular meeting of the Planning Commission held on the 15th day of April, 2020, and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Yesenia Becerril
Planning Commission Secretary

ATTACHMENT “A”

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17 ZONING, CHAPTERS 17.26 C-G GENERAL COMMERCIAL USE ZONE, 17.30 M-S MANUFACTURING SERVICE ZONE, 17.32 M-H HEAVY INDUSTRIAL ZONE, 17.34 M-W WRECKING YARD ZONE, 17.46 IP INDUSTRIAL PARK OVERLAY ZONE, 17.47 RC RETAIL CANNABIS OVERLAY ZONE, 17.84 RETAIL CANNABIS BUSINESSES AND 17.85 COMMERCIAL CANNABIS ACTIVITY TO UPDATE CANNABIS BUSINESS ZONING REGULATIONS, INCLUDING REGULATIONS SPECIFIC TO NON-STOREFRONT RETAIL CANNABIS BUSINESSES AND MICROBUSINESSES

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17 ZONING, CHAPTERS 17.26 C-G GENERAL COMMERCIAL USE ZONE, 17.30 M-S MANUFACTURING SERVICE ZONE, 17.32 M-H HEAVY INDUSTRIAL ZONE, 17.34 M-W WRECKING YARD ZONE, 17.46 IP INDUSTRIAL PARK OVERLAY ZONE, 17.47 RC RETAIL CANNABIS OVERLAY ZONE, 17.84 RETAIL CANNABIS BUSINESSES AND 17.85 COMMERCIAL CANNABIS ACTIVITY TO UPDATE CANNABIS BUSINESS ZONING REGULATIONS, INCLUDING REGULATIONS SPECIFIC TO NON-STOREFRONT RETAIL CANNABIS BUSINESSES AND MICROBUSINESSES.

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 other land use 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 repealed the Medical Cannabis Regulation and Safety Act (“MCRSA”), included certain provisions of MCRSA in the licensing provisions of AUMA, and 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” or “Act”); and,

WHEREAS, MAUCRSA retains the provisions in the MCRSA and the AUMA that granted local jurisdictions control over whether non-commercial and commercial cannabis activities could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses licensed under the state licensing authority and shall not approve an application for a state license for a business to engage in commercial cannabis activity if approval by the state license will violate the provisions of any local ordinance or regulation. State licensing authorities began issuing licenses to cannabis businesses beginning January 1, 2018; and,

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WHEREAS, MAUCRSA establishes a regulatory structure for cultivation, processing, manufacturing, tracking, quality control, testing, inspection, distribution, and retail sale of commercial cannabis, including medicinal and adult-use cannabis. The Act designates applicable responsibilities for oversight of cannabis commerce to several State agencies; and,

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning), Chapters 17.26, 17.30, 17.32, 17.34, 17.46, 17.47, 17.84, and 17.85 to (i) allow non-storefront retailers in certain City zones and subject to certain property development standards, (ii) clarify the different types of cannabis microbusinesses that may operate in different City zones, and (iii) 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, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on April 15, 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; and,

WHEREAS, the City Council conducted a properly noticed public hearing on _____, 2020 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 PEOPLE OF THE CITY OF COACHELLA DO ORDAIN AS FOLLOWS:

SECTION 1. 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. Subsection 35 of Section 17.26.020(C) *Conditional Uses* of Chapter 17.26 *C-G General Commercial* of the Coachella Municipal Code is hereby added as follows:

“C. Conditional Uses. The following uses may be permitted in all sectors of the CG zone subject to obtaining a conditional use permit pursuant to Chapter 17.74.

...

35. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.”

SECTION 3. Amendment to Coachella Municipal Code. Subsection I of Section 17.26.030 *Property development standards* of Chapter 17.26 *C-G General Commercial Zone* of the Coachella Municipal Code is hereby added as follows:

“17.26.030 - Property development standards.

...

I. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail cannabis business or non-storefront retail cannabis business; and may not be located in the City’s Pueblo Viejo District. For purposes of this chapter, “Pueblo Viejo District” shall be that area in the city bounded by Cesar Chavez Street on the west, 1st Street on the north, Grapefruit Boulevard on the east, and 9th Street on the south.”

SECTION 4. Amendment to Coachella Municipal Code. Subsection 16 of Section 17.30.020(C) *Conditional Uses* of Chapter 17.30 *M-S Manufacturing Service Zone* of the Coachella Municipal Code is hereby added as follows:

“C. Conditional Uses. The following uses may be permitted in the M-S zone subject to obtaining a conditional use permit as specified in Section 17.74.010.

...

16. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.”

SECTION 5. Amendment to the Coachella Municipal Code. Subsection I of Section 17.30.030 *Property development standards* of Chapter 17.30 *M-S Manufacturing Service Zone* of the Coachella Municipal Code is hereby added as follows:

“17.30.030 - Property development standards.

...

I. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail cannabis business or non-storefront retail cannabis business; and may not be located in the City’s Pueblo Viejo District. For purposes of this chapter, “Pueblo Viejo District” shall be that area in the city bounded by Cesar Chavez Street on the west, 1st Street on the north, Grapefruit Boulevard on the east, and 9th Street on the south.”

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SECTION 6. Amendment to the Coachella Municipal Code. Subsection 29 of Section 17.32.020(C) *Conditional Uses* of Chapter 17.32 *M-H Heavy Industrial* is hereby added as follows:

“C. Conditional Uses. The following uses may be permitted in the M-H zone subject to obtaining a conditional use permit pursuant to Chapter 17.74.

...

29. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.”

SECTION 7. Amendment to the Coachella Municipal Code. Subsection 7 of Section 17.34.020(C) *Conditional Uses* of Chapter 17.34 *M-W Wrecking Yard Zone* is hereby amended to add the underlined text and delete the stricken text as follows:

“C. Conditional Uses. The following uses may be permitted in the M-W zone subject to obtaining a conditional use permit pursuant to Chapter 17.74 of this code.

...

7. Cannabis cultivation, manufacturing, distribution, testing, non-retail microbusiness, non-storefront retail, non-storefront retail microbusiness, and storefront retail, and storefront retail microbusiness, ~~(including microbusiness)~~ facilities, pursuant to Chapters 17.84 and 17.85.”

SECTION 8. Amendment to the Coachella Municipal Code. Subsection K of Section 17.34.030 *Property development standards* of Chapter 17.34 *M-W Wrecking Yard Zone* of the Coachella Municipal Code is hereby added as follows:

“17.34.030 - Property development standards.

...

K. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and may not be located in the City’s Pueblo Viejo District. For purposes of this chapter, “Pueblo Viejo District” shall be that area in the city bounded by Cesar Chavez Street on the west, 1st Street on the north, Grapefruit Boulevard on the east, and 9th Street on the south.”

SECTION 9. Amendment to the Coachella Municipal Code. Section 17.46.023 *Conditional uses* of Chapter 17.46 *IP Industrial Park Overlay Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.46.023 - Conditional uses.

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The following uses may be permitted in the IP overlay zone subject to obtaining a conditional use permit as specific in Section 17.74.010:

A. Cannabis cultivation, processing, testing, manufacturing, wholesale distribution, non-retail microbusiness, storefront retail microbusiness, non-storefront retail microbusiness, non-storefront retail and/or storefront retail sale (~~including microbusinesses~~), subject to the regulatory requirements of Chapters 5.68 and 5.69 of this code.

1. For purposes of this subsection (A), “cannabis cultivation, processing, testing, manufacturing, wholesale distribution, non-retail microbusiness, storefront retail microbusiness, non-storefront retail microbusiness, non-storefront retail and/or storefront retail sale (~~including microbusinesses~~)” shall not be deemed as the permitted uses of “drugs manufacture”, “food products processing, manufacturing, canning, preserving and freezing”, “fruit and vegetable packing house”, or “testing laboratories” under Section 17.30.020(A).”

SECTION 10. Amendment to the Coachella Municipal Code. Subsection A *Project Area/ Lot Requirements* of Section 17.46.030 *Property development standards* of Chapter 17.46 *IP Industrial Park Overlay Zone* is hereby amended to include the underlined text as follows:

“17.46.030 - Property development standards.

A. Project Area/Lot Requirements

1. Minimum Project Area: Ten (10) acres. For purposes of this paragraph, “project area” shall mean the combined area of all legally subdivided lots developed as a common plan or scheme by the same or affiliated developer(s).

2. Minimum individual Lot Size: Five acres for any lot on which is located a cannabis cultivation, processing, testing, manufacturing or distribution use. For all other lots, one acre.

3. Minimum Lot Width. One hundred eighty (180) feet.

4. Minimum Lot Depth. Two hundred twenty (220) feet.

5. Maximum Lot Coverage. Fifty (50) percent. The development services director may allow individual lots within a project area to exceed this standard if he or she finds that: (i) it will result in more orderly development of the project area and (ii) the average lot coverage of all lots within the project area does not exceed fifty (50) percent.

6. No retail microbusiness or storefront retail cannabis use shall be located within eight hundred (800) feet of Avenue 52. The distance shall be measured at the nearest point between any part of the building containing retail cannabis use and Avenue 52 street right-of-way line.

...”

SECTION 11. Amendment to the Coachella Municipal Code. Subsection D *Distance Between Uses/Buildings* of Section 17.46.030 *Property development standards* of Chapter 17.46 *IP Industrial Park Overlay Zone* is hereby amended to include the underlined text and delete the text in strike-through, as follows:

“17.46.030 - Property development standards.

...

D. *Distance Between Uses/Buildings.* No cannabis cultivation, processing, testing, manufacture, distribution, non-retail microbusiness, retail microbusiness, or storefront retail use shall be located within ~~one thousand (1,000)~~ six hundred (600) feet of any residentially zoned lot. The distance shall be measured at the nearest point between any part of the building containing the cannabis use and any lot line of the residential use.

...”

SECTION 12. Amendment to the Coachella Municipal Code. Section 17.47.040 *Conditional uses* of Chapter 17.47 *RC Retail Cannabis Overlay Zone* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.47.040 - Conditional uses.

The following uses may be permitted in the RC overlay zone subject to obtaining the appropriate approval:

A. In Sub-Zones #1, ~~and 3:~~ The retail sale, exchange, transaction or delivery of cannabis, including storefront retailers or retail microbusinesses, subject to a conditional use permit as specified in Section 17.74.010, as well as the regulatory requirements of Chapters 5.69 and 17.84 of this code.

B. In Sub-Zone #2: The retail sale, exchange, transaction or delivery of cannabis, including storefront retailers or retail microbusinesses, subject to obtaining a conditional use permit as specified in Section 17.74.010, and subject to a development agreement as specified in Chapter 17.100, as well as the regulatory requirements of Chapters 5.69 and 17.84 of this code.

C. In Sub-Zone #3: The retail sale, exchange, transaction or delivery of cannabis, including storefront retailers, non-storefront retailers, retail microbusinesses, subject to a conditional use permit as specified in Section 17.74.010, as well as the regulatory requirements of Chapters 5.69 and 17.84 of this code.”

SECTION 13. Amendment to the Coachella Municipal Code. Section 17.47.060 *Property development standards* of Chapter 17.47 *RC Retail Cannabis Overlay Zone* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.47.060 - Property development standards.

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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. Non-storefront retailers are permitted in Sub-Zone #3, but prohibited in Sub-Zones #1 and #2. No retail cannabis business within the RC overlay zone shall be operated as “non-storefront” or “delivery only”. In Sub-Zones #1 and #2, D delivery may only be approved as ancillary to the operation of a permitted cannabis retail business which is physically located within the Sub-Zone RC overlay zone and which primarily provides cannabis to customers on the premises. A non-storefront retail cannabis business shall have a minimum of one hundred (100) feet separation from any residential structure and be at least five hundred (500) feet from any other storefront retail cannabis business or non-storefront retail cannabis business.~~

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.

G. Microbusinesses. ~~M~~ Non-storefront retail microbusinesses, storefront retail microbusinesses, and non-retail microbusinesses are permitted in the RC cannabis overlay zone. To hold a CUP for a microbusiness, the permittee must engage in at least three of the following

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commercial cannabis activities: cultivation, manufacturing, distribution, and retail sale. Any cultivation at a microbusiness shall be limited to an area less than ten thousand (10,000) square feet. Any manufacturing at a microbusiness shall use nonvolatile solvents or no solvents. A non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure and be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business.

SECTION 14. Amendment to the Coachella Municipal Code. Section 17.84.020 *Definitions of Chapter 17.84 Retail Cannabis Businesses* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.84.020 - Definitions.

For the purposes of this chapter, the following definitions shall apply.

“Applicant” means an owner that applies for a development agreement or conditional use permit under this chapter.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.

“Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.

“Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“City manager” means the city manager of the city of Coachella or designee.

“Conditional use permit” or “CUP” means a conditional use permit issued under this chapter.

“Customer” means a natural person twenty-one (21) years of age or older or a natural person eighteen (18) years of age or older who possesses a physician’s recommendation, or a primary caregiver.

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“Delivery” means the commercial transfer of cannabis or cannabis products to a customer.

“Development agreement” means an agreement entered into between the city and an applicant under this chapter pursuant to Section 65865 of the California Government Code.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 of the California Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code. When the term “cannabis” is used in this chapter, it shall include "edible cannabis products."

~~“Microbusiness,” for purposes of this chapter, means a commercial business that engages in cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, and Level 1 manufacturers to the extent the permittee engages in such activities. Level 1 manufacturing means manufacturing with no solvents or with nonvolatile solvents.~~

“Non-retail microbusiness” means a commercial business that engages in indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the permittee engages in such activities.

“Non-storefront retail microbusiness” means a commercial business that engages in non-storefront retail cannabis sales and at least two of the following commercial cannabis activities: indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the permittee engages in such activities.

“Non-storefront retailer” means a cannabis retailer that provides cannabis exclusively through delivery.

“Owner” means any of the following:

- (1) A person with an aggregate ownership interest of twenty percent (20%) or more in the applicant, unless the interest is solely a security, lien, or encumbrance;
- (2) The chief executive officer of a nonprofit or other entity;
- (3) A member of the board of directors of a nonprofit;
- (4) The trustee(s) and all persons who have control of the trust and/or the commercial cannabis business that is held in trust.

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(5) An individual entitled to a share of at least twenty percent (20%) of the profits of the commercial cannabis business;

(6) An individual that will be participating in the direction, control, or management of the person applying for a permit. Such an individual includes any of the following: a general partner of a commercial cannabis business that is organized as a partnership; a non-member manager or managing member of a commercial cannabis business that is organized as a limited liability company; an officer or director of a commercial cannabis business that is organized as a corporation.

“Permittee” means any person holding a valid permit under this chapter. A permittee includes all representatives, agents, parent entities, or subsidiary entities of the permittee.

“Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

“Premises” means the designated structures and land specified in the conditional use permit application or development agreement that are in the possession of an used by the applicant or permittee to conduct the retail cannabis business. The premises must be a contiguous area and may only be occupied by one permittee.

“Retail cannabis business” ~~or “retailer”~~ means a business that sells and/or delivers cannabis or cannabis products to customers, and includes the following business types: non-storefront retail microbusiness, non-storefront retailer, storefront retailer, and storefront retail microbusiness.

“Sell,” “sale,” and “to sell” include any transaction, whereby, for any consideration title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a permittee to the permittee from who the cannabis or cannabis product was purchased.

“State license” means a license issued by the state of California, as listed in California Business and Professions Code Section 26050.

“Storefront retailer” means a business that has a storefront open to the public where cannabis or cannabis products are offered for retail sale to consumers, where delivery may or may not be included as part of the business’s operation.

“Storefront retail M microbusiness,” ~~for purposes of this chapter,~~ means a commercial business that engages in retail cannabis sales and at least two of the following commercial cannabis activities: indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the permittee engages in such activities.

Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:

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- A. The Compassionate Use Act of 1996 (“CUA”);
- B. The Medical Marijuana Program (“MMP”); and
- C. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”).”

SECTION 15. Amendment to the Coachella Municipal Code. Section 17.84.030 *Development agreement or conditional use permit required* of Chapter 17.84 *Retail Cannabis Business* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.84.030 - Development agreement or conditional use permit required.

A. The city may authorize a total of ten (10) storefront retailers and/or storefront retail microbusinesses ~~retail cannabis businesses~~ to operate in the city of Coachella. No more than five (5) storefront retailers and/or storefront retail microbusinesses ~~retail cannabis businesses~~ may operate in Sub-Zone #1 (as described in Chapter 17.47). No more than two (2) storefront retailers and/or storefront retail microbusinesses ~~retail cannabis business~~ may operate in Sub-Zone #2 (as described in Chapter 17.47), subject to a development agreement. The remaining storefront retailers and/or storefront retail microbusinesses, in addition to an unlimited number of non-storefront retailers and non-storefront retail microbusinesses that comply with the property development standards listed in Section 17.84.040(B), ~~retail cannabis businesses~~ may operate in Sub-Zone #3 and/or the M-W Wrecking Yard Zone (as described in Chapter 17.34), the IP Industrial Park Overlay Zone (as described in Chapter 17.46), and Sub-Zone #3 (as described in Chapter 17.47). If applications are submitted for a greater number of conditional use permits than are permitted by this section, selection among the applicants may be made by a process, and subject to criteria, established by city council resolution. Conditional use permits for all retail cannabis businesses shall be issued in accordance with the requirements in this chapter and Chapters 17.34, 17.46, and 17.47, as applicable.

B. Prior to initiating operations and as a continuing requisite to operating a retail cannabis business, including a non-storefront retail microbusiness, non-storefront retailer, storefront retailer, and storefront retail microbusiness, ~~a retailer or microbusiness,~~ the owner of the proposed retail cannabis business shall obtain (i) either an executed development agreement or a valid conditional use permit from the city as required by this code, (ii) a regulatory permit from the city manager and shall pay application fees as established by resolution adopted by the city council as amended from time to time, and (iii) a state license for each commercial cannabis activity use authorized under a development agreement or conditional use permit. Unless otherwise stated in this section, the provisions found in Chapter 17.74 entitled “Conditional Uses” shall apply.

C. Changes in state license type, business owner, or operation will require an amendment to the approved conditional use permit.

D. A retailer with a physical address outside of the city that wishes to deliver cannabis or cannabis products to a customer in the city is not required to obtain a conditional use permit under this chapter, but is required to obtain a city business license.

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E. This chapter does not apply to the individual possession of cannabis for personal adult use, as allowed by state law. Personal possession and use of cannabis in compliance with state law are permitted in the city of Coachella.”

SECTION 16. Amendment to the Coachella Municipal Code. Section 17.84.040 *Retail cannabis businesses—Permitted locations and standards* of Chapter 17.84 *Retail Cannabis Businesses* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.84.040 - Retail cannabis businesses—Permitted locations and standards.

A. Retail cannabis businesses may be located in the M-W Wrecking Yard Zone, as described in Chapter 17.34, the IP Industrial Park Overlay Zone, as described in Chapter 17.46, and the RC retail cannabis overlay zone, as described in Chapter 17.47, upon issuance of (i) a fully executed development agreement between the city and owner or valid CUP, whichever is applicable, (ii) a regulatory permit as described in Chapter 5.69, and (iii) a valid state license, or as otherwise permitted in this code.

B. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and may not be located in the City’s Pueblo Viejo District. For purposes of this chapter, “Pueblo Viejo District” shall be that area in the city bounded by Cesar Chavez Street on the west, 1st Street on the north, Grapefruit Boulevard on the west, and 9th Street on the south.

~~B. C.~~ Retail cannabis businesses shall comply with all regulations set forth in this chapter, Chapter 5.69, and Chapters 17.34, 17.46, and 17.47, as applicable.

~~C. D.~~ Every retail cannabis business shall submit to the city manager a copy of any and all of its state license(s) and local permits required for its operation. If any other applicable state license or local permit for a retail cannabis business is denied, suspended, modified, revoked, or expired, the permittee shall notify the city manager in writing within ten (10) calendar days.

~~D. E.~~ Each applicant for a development agreement or CUP issued under this chapter must submit, along with a development agreement/CUP application, a building façade plan. Building façade plans shall include renderings of the exterior building elevations for all sides of the building. All building façades shall be tastefully done and in keeping with the high architectural quality and standards of the city of Coachella. The retail cannabis business facade and building signs shall be compatible and complimentary to surrounding businesses and shall add visual quality to the area.

E. Except as required in this chapter, development agreements shall be reviewed, issued, denied, suspended, revoked, and/or renewed in accordance with Chapter 17.100 entitled “Development Agreements”, and CUPs shall be reviewed, issued, denied, suspended, revoked, and/or renewed in accordance with Chapter 17.74 entitled “Conditional Uses”. If any provision of this chapter conflicts with any provision of Chapters 17.74 or 17.100 of this code, the provision in this chapter shall control.”

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SECTION 17. Amendment to the Coachella Municipal Code. Section 17.84.060 *Prohibited operations* of Chapter 17.84 *Retail Cannabis Businesses* is hereby amended to delete the stricken text as follows:

“17.84.060 - Prohibited operations.

Any retail cannabis business that does not have (i) a development agreement or CUP, (ii) a regulatory permit required under this code, and (iii) a state license(s) is expressly prohibited in all city zones and is hereby declared a public nuisance that may be abated by the city and is subject to all available legal remedies, including, but not limited to civil injunctions. ~~Non-storefront retailers are prohibited in all zones in the city.”~~

SECTION 18. Amendment to the Coachella Municipal Code. Section 17.85.020 *Definitions* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text and delete the stricken text as follows:

“**17.85.020 - Definitions.**

Unless the particular provision or context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter:

“Applicant” means an owner applying for a conditional use permit, desiring to enter into a development agreement, or applying for any other applicable entitlement under this chapter.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” also means marijuana as defined by Section 11018 of the California Health and Safety Code. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, “cannabis” does not mean “industrial hemp” as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.

“Cannabis products” has the same meaning as marijuana products in Section 11018.1 of the California Health and Safety Code. When the term “cannabis” is used in this chapter, it shall include “cannabis products.”

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“City manager” means the city manager of the city of Coachella or designee.

“Commercial cannabis activity” includes the cultivation, manufacture, laboratory testing, and distribution, including non-retail microbusinesses, (including possession, processing, storing, and labeling incidental to each activity, as applicable) of cannabis and cannabis products. For purposes of this chapter, “commercial cannabis activity” does not include delivery or retail sale of cannabis or cannabis products. Zoning restrictions on retail cannabis businesses ~~retailers and microbusinesses~~ can be found in Chapters 17.34, 17.46, 17.47 and 17.84.

“Conditional use permit” or “CUP” means a conditional use permit issued under this chapter.

“Cultivate” or “cultivation” means any commercial activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. A cannabis nursery is considered a “cultivation” use.

“Customer” means a natural person twenty-one (21) years of age or older or a natural person eighteen (18) years of age or older who possesses a physician's recommendation, or a primary caregiver.

“Delivery” means the commercial transfer of cannabis or cannabis products to a customer.

“Development agreement” means an agreement entered into between the city and an applicant under this chapter pursuant to Section 65865 of the California Government Code.

“Distribution” means the procurement, wholesale sale, and transport of cannabis and cannabis products between entities permitted or licensed under this chapter, another local California jurisdiction, or state law.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 of the California Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code. When the term “cannabis” is used in this chapter, it shall include “edible cannabis products.”

“Indoor” means within a fully enclosed and secure building.

“Manufacture” means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

“Manufacturer” means a permittee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

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~~“Microbusiness,” for purposes of this chapter, means a commercial business that engages in cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, and Level 1 manufacturers to the extent the permittee engages in such activities. Level 1 manufacturing means manufacturing with no solvents or with nonvolatile solvents.~~

“Non-retail microbusiness” means a commercial business that engages in indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the permittee engages in such activities.

“Non-storefront retail microbusiness” means a commercial business that engages in non-storefront retail cannabis sales and at least two of the following commercial cannabis activities: indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the permittee engages in such activities.

“Nursery” means a permittee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.

“Operation” means any act for which a permit is required under the provisions of this chapter, or any commercial transfer of cannabis or cannabis products.

“Owner” means any of the following:

- (1) A person with an aggregate ownership interest of twenty (20) percent or more in the applicant, unless the interest is solely a security, lien, or encumbrance;
- (2) The chief executive officer of a nonprofit or other entity;
- (3) A member of the board of directors of a nonprofit;
- (4) The trustee(s) and all persons who have control of the trust and/or the commercial cannabis business that is held in trust.
- (5) An individual entitled to a share of at least twenty (20) percent of the profits of the commercial cannabis business;
- (6) An individual that will be participating in the direction, control, or management of the person applying for a permit. Such an individual includes any of the following: a general partner of a commercial cannabis business that is organized as a partnership; a non-member manager or managing member of a commercial cannabis business that is organized as a limited liability company; an officer or director of a commercial cannabis business that is organized as a corporation.

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“Permittee” means the individual or applicant to whom a conditional use permit has been issued under this chapter. A permittee includes all representatives, agents, parent entities, or subsidiary entities of the permittee.

“Person” includes any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

“Retail cannabis business” “Retailer” means a business that sells and/or delivers cannabis products to customers, and includes the following business types: non-storefront retail microbusiness, non-storefront retailer, storefront retailer, and storefront retail microbusiness.
~~person or entity that sells cannabis or cannabis products to customers.~~

“Shared-use facility” means a premises registered by a primary manufacturing permittee at which multiple cannabis manufacturers may operate at separate times.

“Storefront retailer” means a business that has a storefront open to the public where cannabis or cannabis products are offered for retail sale to consumers, where delivery may or may not be included as part of the business’s operation.

“Storefront retail microbusiness” means a commercial business that engages in retail cannabis sales and at least two of the following commercial cannabis activities: indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the permittee engages in such activities.

“Testing” means subjecting cannabis to laboratory testing for active compounds and purity prior to distribution for consumption.

“Testing laboratory” means a laboratory, facility, or entity in California, that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and (2) Licensed by the California Bureau of Marijuana (or Cannabis) Control within the California Department of Consumer Affairs (when such licenses begin to be issued).

Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:

- A. CUA (California Health and Safety Code Section 11362.5);
- B. MMP (California Health and Safety Code Sections 11362.7 through 11362.83); and
- C. MAUCRSA (California Business and Professions Code Sections 26000 et seq.).

SECTION 19. 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 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 20. 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. Each CUP will include a condition of approval requiring that the permittee also obtain and maintain a cultivation, manufacture, distribution, non-retail microbusiness, or testing laboratory regulatory permit required by this code.

SECTION 21. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 22. California Environmental Quality Act. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15061(c)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) and 15378 (the activity is not a project under CEQA) 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. This is because the prohibition adopted by this Ordinance merely prohibits uses that do have impacts on public health, safety, and welfare, and does not permit any development that could result in a significant change to the environment. In addition, the Ordinance is categorically exempt from CEQA pursuant to Section 15308 of the CEQA Guidelines, because this ordinance is a regulatory action taken by the City in accordance with California Government Code Section 65858 to assure maintenance and protection of the environment.

SECTION 23. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or

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unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 24. 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.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Coachella, California on the _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven A. Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

= DRAFT =

State of California)
County of Riverside) s.s.
City of Coachella)

I, Angela M. Zepeda, City Clerk, hereby certify that the foregoing is a true copy of Ordinance No. _____, introduced at a regular meeting held on the _____ day of _____ 2020, and duly adopted by the City Council of the City of Coachella, California at a regular meeting thereof held the _____ day of _____, 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela M. Zepeda, City Clerk



CITY OF COACHELLA
DEVELOPMENT SERVICES DEPARTMENT
REQUEST FOR APPEAL

Date: 4/16/20

APPLICATION INFORMATION:

Project Address: 84-161 Avenue 48, Coachella, CA 92236
Case Type (CUP, TTM, etc) and Number: CUP No. 312
Hearing/Decision Date: 4/15/20 Appeal Deadline: 4/30/20

APPELLANT INFORMATION:

Appellant: The Coachella Lighthouse
Appellant Address: 84-161 Avenue 48, Coachella CA 92236

Appellant Phone: (310) 229-0326 Appellant Fax: (310) 229-9901
Appellant e-mail: jferguson@venable.com

Applicant (If Different):

I hereby appeal the decision of the:

- Planning Director Planning Commission

REASON FOR APPEAL:

The decision maker failed to comply with the provisions of the Zoning Code, General Plan or other applicable plans in the following manner (use additional sheets if necessary):
(see Attachment A - Reason for Appeal)

Office Use Only:

Date Received: 4-23-20
Received by: L. Lopez

Appeal Fees: \$2607.56

ATTACHMENTA – REASON FOR APPEAL

At its April 15, 2020 hearing the Planning Commission voted to revoke CUP No. 312 and functionally rescind the approvals for The Coachella Lighthouse (“The Lighthouse”) to operate at its location at 84-161 Avenue 48, Coachella CA 92236. This decision was not in compliance with the City of Coachella’s Zoning Code or General Plan, as well as an error and abuse of discretion on the part of the Planning Commission.

The Planning Commission’s decision, at its core, was to shutter an essential business during a global pandemic, to deprive the City of one of its largest revenue sources in the midst of an economic crisis, and to vote to put 30 employees, most of whom are Coachella residents, out of their jobs. This decision was made in open acknowledgement of ongoing negotiations with the City Council to resolve these outstanding issues. The City Council should vote to overturn the Planning Commission’s decision and to allow CUP No. 312 to remain active.

Throughout its history, The Lighthouse has been a model commercial cannabis business, providing critical services to the community and substantial tax revenue to the City. As you are surely aware, Governor Newsom has declared commercial cannabis businesses “essential” during the state-wide COVID-19 stay-at-home order, emphasizing that access to legal, regulated and safe cannabis is vital, especially for Californians who utilize cannabis for medical purposes.

This makes the timing of the Planning Commission’s revocation hearing unfortunate to say the least. In reality, the Planning Commission and staff have chosen the midst of a global health and economic crisis to demand compliance with elements of CUP No. 312 The Lighthouse is already working to accomplish. For the avoidance of doubt, The Lighthouse has every intention of complying with the conditions of its CUP. However, threatening the closure of an essential business during a global pandemic does not serve the best interests of the City or the community served by The Lighthouse. Any cessation of business would leave The Lighthouse’s loyal customers without access to cannabis during a period of widespread illness and growing mental health concerns based on the stresses imposed by self-isolation. This would by no means serve the public good, and in fact could result in direct harm to the citizens of the City and to the community as a whole.

Beyond that, shuttering one of the City’s highest taxpayers during an economic recession that already rivals the Great Depression cannot possibly be in the best interests of the City. The Lighthouse provides substantial tax revenue to the City which would be lost if the threatened revocation were to move forward, and at a time when the City should be welcoming what tax revenue it still receives during this period of social distancing in order to provide its citizens with essential services.

The Lighthouse is a thriving member of the City’s business community in a time of great economic uncertainty and a boon to the community in a period of widespread illness and social unease. *At minimum, we request that the City Council delay any revocation proceedings under CUP No. 312 until 21 calendar days from the date the Governor’s stay-at-home order has been lifted and businesses have been allowed to resume full operation.* We believe it would be a

grave error for the City to attempt to shutter an essential business during a global pandemic, and that such an extension is eminently reasonable under current circumstances.

However, The Lighthouse views itself as a committed partner to the City in good times as well as bad, and will make every effort to comply with the corrective actions demanded by Staff as soon as is practicable given current circumstances. We have assessed your requested corrective actions and have developed a plan to bring all operations into compliance with the CUP as quickly as possible, and to work with the City in the short- and medium-term to ensure we are communicating transparently and complying to the fullest extent possible during the stay-at-home order. We will address each of the purported violations in turn, laying out our proposed compliance and the errors the Planning Commission has made in revoking CUP No. 312.

Complete the first phase of the Glenroy Resort Hotel and open for business

Conditioning the existence of an essential business on the operations of a resort hotel which could not legally be in business at the moment under the best of circumstances is an abuse of the City's discretion. Opening the Glenroy Resort Hotel at present is not only literally impossible, but would violate the current stay-at-home order, not to mention creating an entirely avoidable public health risk. The Glenroy Resort Hotel will not be a party to the spread of COVID-19, and the City's demand for the hotel to open during a global pandemic and while the state of California is practicing severe social distancing is frankly preposterous.

This request is shocking under current circumstances, and displays a complete disregard for the reality of this pandemic and the pervasive public safety risks posed by undertaking massive construction and *opening a resort hotel during the spread of a highly infectious disease*. Even if the Glenroy Resort Hotel could legally be opened within the City's timeline, my clients would refuse to do so out of basic concern for public safety. CUP No. 312 should not be revoked based on the City's desire for an operational resort at a time when no resort in California is open and operational.

That being said, progress is being made as quickly as possible to open the Glenroy Resort Hotel in a manner compliant with California's stay-at-home guidelines and on a timeline that will avoid opening while doing so would cause a massive public health risk. Ownership of the hotel is aiming to have its new loan closed by the end of June. Provided that occurs, ownership hopes to get back to work on construction in August, with an eye towards opening Phase I of the hotel in early 2021, provided government regulations and guidelines deem it safe to do so.

In recognition of the City's lost transient occupancy tax ("TOT") revenue due to the delayed opening of the Glenroy Resort Hotel, and as a partner to the City in these difficult times, ownership of the Glenroy Resort Hotel has already made an offer to pay some of the TOT the City would be receiving were the resort open and operating at this time. As you are aware, the ownership has proposed a payment of \$300,000 over the next 12 months, and ongoing payments pas that point until Phase I of the Glenroy Resort Hotel is open and operating.

This is \$300,000 of revenue the City will not receive should the City Council uphold the revocation. This is also a proposal that involves the Glenroy Resort Hotel paying the City TOT in a time where the City is unlikely to receive TOT from any other establishment due to the stay-

at-home order. The hotel industry is shuttered nationwide for an indefinite period, and it is impossible to say at present when revenues will return. Even if hotels were permitted to reopen tomorrow, it is highly unlikely they would have any customers to serve, given the current travel restrictions.

Were the Glenroy Resort Hotel open and operating, its doors would currently be closed under Governor Newsom's stay-at-home order, and it would currently be paying no TOT to the City based on the complete lack of occupancy it would be seeing during this period. The City is asking Glenroy Resort Hotel to do the impossible during trying times, and we believe the above proposal is more than generous in present circumstances. When most businesses are shuttering their doors, furloughing or laying off employees, and asking for rent reductions or government assistance, the Glenroy Resort Hotel is offering to pay the City hundreds of thousands of dollars in money it would not be receiving right now if the hotel were open and operating.

Perimeter Landscaping and Fencing Improvements

The City alleges a violation of CUP Condition of Approval 2(b) because the front portion of the business currently has no fencing, and has also alleged issues with the landscaping. The required perimeter landscaping and fencing improvements for The Lighthouse have been completed in full compliance with CUP Condition of Approval 2(b). This landscaping and fencing improvement was conducted within 60 days of the effective date of the CUP, pursuant to the instructions of the City.

The only possible issue here is fencing along the front of the property and at the parking lot, neither of which are feasible before the planned work on Avenue 48 is completed. If the City mandates compliance with Condition of Approval 2(b) in a manner that impedes access to the dispensary during this planned improvement work, The Lighthouse asks that this compliance be postponed until such work is complete and fencing can be installed without impeding patient access.

Despite the current stay-at-home order, The Lighthouse is confident it can complete any required corrective action. In either case, The Lighthouse believes it is currently in compliance here and that the Planning Commission erred in finding The Lighthouse in violation of Condition of Approval 2(b). The Lighthouse and will work to achieve any corrective action mandated by the City as soon as is practicable under present circumstances.

Glazing of the Façade on The Coachella Lighthouse

As Staff made clear at the Planning Commission hearing, the original glazing of the façade required pursuant to Conditions of Approval Nos. 2(c) and 5 no longer reflects reality at The Lighthouse, given that most of the façade is currently not glass. We believe the Planning Commission erred in finding a violation here, but we would welcome Staff review and have no doubt The Lighthouse will be found in full compliance at that time.

Obtain Planning Commission Approval of a Sign Program for the Glenroy Resort Hotel

Condition of Approval No. 6 provides that “a comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission *prior to the issuance of any sign permits for the retail cannabis microbusiness*. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary ‘logo sign’ placed on the front façade” (Emphasis added). Given that The Lighthouse has not sought any sign permits to date, no violation of Condition of Approval No. 6 has occurred, the Planning Commission made a clear error in determining a violation of CUP No. 312 had occurred on these grounds.

Further, requiring the Glenroy Resort Hotel to apply for approval of a comprehensive sign program prior to completing construction is absurd, given that any sign program currently approved by the City would almost certainly need to be amended or entirely re-approved when construction is complete and the Glenroy Resort Hotel can reasonably prepare a comprehensive sign program application that will match with its proposed operations. We reiterate that this request is improper at this time and that the City should not force Glenroy Resort Hotel to prematurely adopt a sign program in order to be deemed compliant with a Condition of Approval it has not violated.

However, should the City Council decline to deem The Lighthouse in compliance with Condition of Approval No. 6, we request that the City immediately provide dates for a proposed Planning Commission hearing to approve a comprehensive sign program. If forced to do so, The Lighthouse and the Glenroy Resort Hotel are prepared to submit an application for a comprehensive sign program and to go forward with a Planning Commission hearing in order to avoid unnecessary and inappropriate formal enforcement measures.

Install a conforming trash enclosure within 250 feet of The Coachella Lighthouse

The Lighthouse is acting at present to ensure a conforming trash enclosure is installed at the site, as required by Condition of Approval No. 14. We would welcome your review once installation is complete and have no doubt The Lighthouse will be found in full compliance at that time.

Install a minimum of five bicycle racks in front of The Coachella Lighthouse

The Lighthouse is moving at present to install five bicycle racks as required by Condition of Approval No. 15. We would again welcome your review once installation is complete and have no doubt The Lighthouse will be found in full compliance at that time.

Conclusion

The Lighthouse remains committed to being a partner to the City during the ongoing COVID-19 crisis and is firmly committed to resolving all outstanding issues amicably. We reiterate our request that the City delay any revocation proceedings until 21 calendar days after the present stay-at-home order has been lifted and businesses are permitted to resume regular operations. These are difficult time for all businesses, and The Lighthouse provides an essential

service to the community and much needed tax revenue to the City at a moment when both are in high demand.

Should the City decline to grant this request for an extension of time to comply with the Conditions of Approval under the CUP, we request that the City respond in writing to the proposed corrective actions and confirm that the City will deem The Lighthouse in compliance if the above-referenced actions are taken in a timely fashion given the present circumstances. The Lighthouse believes this proposal is imminently reasonable given the current situation, and proffers this as a good faith effort at resolving these issues and continuing a business relationship that has been mutually beneficial to date.

It would be a grave error to shutter an essential business during the COVID-19 outbreak, and a disservice to members of the community who rely on The Lighthouse to meet their medical needs during a period when social distancing makes other forms of treatment difficult to obtain without creating additional health risks. Revoking the CUP would also deprive the City of substantial tax revenue at a time of great economic uncertainty, which would in all likelihood reduce the ability of the City to respond with agility to the ever-changing needs of its citizens during this ongoing crisis. Beginning revocation proceedings during this crisis would not simply be bad politics, but would result in a loss of a reliable revenue source for the City during times of great financial uncertainty. It would also be a disservice to the most vulnerable populations within the community, all in the name of enforcing compliance with the CUP in a period where full compliance based on the City's current corrective actions is per se impossible.

We respectfully request that the City Council overturn the Planning Commission's revocation of CUP No. 312 and allow The Lighthouse to continue its essential services to the desert community.



Order Confirmation for Ad #: 0004172776

Customer: CITY OF COACHELLA - LEGALS
Address: 1515 6TH ST
 COACHELLA CA 92236 USA
Acct. #: TDS-CIT054
Phone: 7603982503

 CITY OF COACHELLA - LEGALS
Ordered By: Rosa Montoya

OrderStart Date: 05/03/2020

Order End Date: 05/03/2020

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|--------------------|-------------------|------------------|-------------------|------------------|------------------------|-------------|
| <u>Tear Sheets</u> | <u>Affidavits</u> | <u>Blind Box</u> | <u>Promo Type</u> | <u>Materials</u> | <u>Special Pricing</u> | <u>Size</u> |
| 0 | 1 | | | | | 2 X 49.00 |

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|-------------------|-------------------|---------------------|-----------------------|-----------------------|-------------------|
| <u>Net Amount</u> | <u>Tax Amount</u> | <u>Total Amount</u> | <u>Payment Method</u> | <u>Payment Amount</u> | <u>Amount Due</u> |
| \$215.60 | \$0.00 | \$215.60 | Invoice | \$0.00 | \$215.60 |

Ad Order Notes:

Sales Rep: eoettinger

Order Taker: eoettinger

Order Created 04/29/2020

| Product | # Ins | Start Date | End Date |
|--------------------|-------|------------|------------|
| TDS-The Desert Sun | 1 | 05/03/2020 | 05/03/2020 |

05-03-20,

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 04/29/2020

CITY OF COACHELLA
 NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Coachella will hold a Public Hearing at the Coachella City Hall on Wednesday, May 13, 2020, to consider oral and written testimony regarding an Appeal of Planning Commission's Decision to revoke Conditional Use Permit No. 312.

This is a request by the City of Coachella to revoke Conditional Use Permit No. 312 for a retail cannabis microbusiness located at 84-161 Avenue 48, Coachella, California (formerly known as 84-160 Avenue 48, Coachella, California), on the grounds that various conditions of Conditional Use Permit No. 312 have been violated.

The City of Coachella has determined that the proposed revocation is categorically exempt from environmental review pursuant to Title 14, California Code of Regulations, CEQA Guidelines §15321(a).

The case files, evidence, and documents for the proposed revocation are available for public inspection by appointment only on Monday through Thursday, from 7:00 a.m. to 6:00 p.m. at the City of Coachella Development Services Department located at the address below. Please contact the Development Services Department in advance to schedule an appointment. Se Habla Español.

If any individual or group challenges this action in court, issues raised may be limited to those issues raised at the public hearing described in this notice or in written testimony. Any questions or comments may be directed to:

Luis Lopez
 City of Coachella Development Services Department
 53-990 Enterprise Way, Coachella CA 92236
 (760) 398-3102

TESTIMONY MAY BE GIVEN by e-mail prior to the Public Hearing, on Wednesday, May 13, 2020, at 6:00 p.m. in the Coachella City Hall, 1515 6th Street, Coachella, CA 92236. You must submit written comments via e-mail to Llopez@coachella.org or contact the City Clerk at (760)398-3502 at least one hour prior to the hearing in order to testify during the hearing.

PUBLISH: May 3, 2020
 BY ORDER OF: CITY CLERK

Published: 5/3/2020



STAFF REPORT
10/14/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1154 amending Sections 5.04.380, 8.040.010, and 12.04.030 of the Coachella Municipal Code and adding Chapter 12.50 to the Coachella Municipal Code, imposing regulations on sidewalk vending in compliance with Senate Bill 946 and amending the enforcement authority regarding the City's Environmental Health Code. (*1st Reading*)

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce for first reading, by title only, Ordinance No. 1154 amending Sections 5.04.380, 8.040.010, and 12.04.030 of the Coachella Municipal Code and adding Chapter 12.50 to the Coachella Municipal Code, imposing regulations on sidewalk vending in compliance with Senate Bill 946 and amending the enforcement authority regarding the City's Environmental Health Code.

BACKGROUND:

In 2018, the California Legislature passed Senate Bill 946 (SB 946) which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946. SB 946 applies to both charter and general law cities. SB 946 prohibits local governments from imposing criminal penalties for sidewalk vending, except SB 946 did not affect the applicability of the California Retail Code, commencing at Health and Safety Code section 113700. SB 946 authorizes the implementation of time, place, and manner regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. Accordingly, staff has been working with the City Attorney's office to develop the attached Ordinance No. 1154 provisions, which would amend the Coachella Municipal Code.

DISCUSSION/ANALYSIS:

By definition in the statutes, a Sidewalk Vendor means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. SB 946 also takes into consideration a Roaming Sidewalk Vendor which means a sidewalk vendor who moves

from place to place and stops only to complete a transaction.

The attached Ordinance includes “permit requirements” that are consistent with SB 946, as they are reasonable, related to objective health, safety, and welfare concerns, and are based upon compliance with other generally applicable laws including the Americans with Disabilities Act and the City of Coachella’s (“City”) general encroachment permit requirements for work and/or activities in the public right of way. The standards imposed on stationary sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act and maintain minimum safe access along public sidewalks.

The total number of vendors in the City is proposed to be capped at fifty (50) vendors, and the cap is objectively related to health, safety, and welfare concerns as having many sidewalk vendors has impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection. Specifically, placing a cap of fifty (50) sidewalk vendors is intended to help ensure that driveways and street intersections throughout the City are kept clear and unobstructed.

Staff arrived at the cap number of fifty (50) sidewalk vendors by calculating that there could potentially be one (1) vendor for every five hundred linear feet (500’) of sidewalk in the City’s commercial corridors, which amounts to approximately thirty-two (32) vendors. Staff further estimated that there could potentially be one (1) roaming vendor to potentially service two (2) residential neighborhoods on a given day, out of a total of thirty-six (36) residential neighborhoods with public streets, which amounts to eighteen (18) vendors. Thus, thirty-two (32) vendors in the commercial corridors plus eighteen (18) vendors in residential neighborhoods equals an overall City total of fifty (50) vendors.

There will be no designation of how many vendors may be permitted to vend in commercial areas, specifically, or residential neighborhoods, specifically. While the proposed Ordinance prohibits all stationary vendors from vending in residential zones, roaming vendors would be allowed to vend anywhere in the City along a public right-of-way (that has a sidewalk), as long as they comply with the requirements of the proposed Ordinance.

Standards for maintaining access to building entrances, and not blocking driveways, fire hydrants, parking areas and building storefront windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote fire suppression and law enforcement practices that allow the City’s safety personnel to observe activities within buildings and maintain access.

The proposed Ordinance clarifies the City’s own authority to enforce its Environmental Health Code. Absence of sidewalk vending regulations in the City’s Municipal Code would continue the status quo, which currently prevents the City from enforcing any regulation or impose a licensing requirement on the vendor.

Issues/Findings for Code Amendment:

Staff asks the City Council to find and determine that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health,

safety, and welfare and to provide for the orderly administration and maintenance of the public access ways for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community.

Staff asks the City Council to find that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection.

Staff asks the City Council to find that the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures, including requiring background checks, to protect the health, safety, and welfare of the community.

Staff asks the City Council to find that the capping of the total number of sidewalk vendors permitted within the City to fifty (50) vendors is related to objective health, safety, and welfare concerns for the reasons mentioned above.

ALTERNATIVES:

1. Introduce for first reading, by title only, the attached draft Ordinance No. 1154.
2. Introduce for first reading, by title only, the attached draft Ordinance No. 1154 with modifications to the proposed regulations.
3. Continue this matter and provide staff direction.
4. Take no action.

FISCAL IMPACT:

Undetermined at this time. Permit fees and fines will determine whether the fiscal impact is positive or negative.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or #2 as noted above.

Attachments: Ordinance No. 1154 (1st Reading)

ORDINANCE NO. 1154**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING SECTIONS 5.04.380, 8.04.010, AND 12.04.030 OF THE COACHELLA MUNICIPAL CODE AND ADDING CHAPTER 12.50 TO THE COACHELLA MUNICIPAL CODE, IMPOSING REGULATIONS ON SIDEWALK VENDING IN COMPLIANCE WITH SENATE BILL 946 AND AMENDING THE ENFORCEMENT AUTHORITY REGARDING THE CITY'S ENVIRONMENTAL HEALTH CODE**

WHEREAS, the City of Coachella, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including sidewalk vending, as long as these are consistent with Senate Bill 946 (SB 946); and

WHEREAS, in 2018, the California Legislature passed SB 946 which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, SB 946 applies to both charter and general law cities; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the permit requirements proposed are consistent with SB 946, as they are reasonable, related to objective health, safety, and welfare concerns, and are based upon compliance with other generally applicable laws including the Americans with Disabilities Act, and the City's general encroachment permit requirements for work and/or activities in the public right of way; and

WHEREAS, the standards imposed on stationary sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act and maintain minimum safe access along public sidewalks; and

WHEREAS, SB 946 explicitly stated that the legislation did not affect the applicability of Part 7 (commencing with Section 113700 of Division 104 of the Health and Safety Code, otherwise known as the California Retail Food Code, to a sidewalk vendor who sells food; and

WHEREAS, standards for maintaining access to building entrances, and not blocking driveways, fire hydrants, parking areas and building storefront windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote fire suppression and law enforcement practices that allow the City's safety personnel to observe activities within buildings and maintain access; and

WHEREAS, the City Council finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety, and welfare and to provide for the orderly administration and maintenance of the public access ways for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

WHEREAS, the City Council finds that public and private persons who maintain and/or install encroachments in the public way bear a responsibility to help preserve the public way and to contribute to the administrative and liability costs incurred by the community and caused by such encroachments; and

WHEREAS, the City Council finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection; and

WHEREAS, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures, including requiring background checks, to protect the health, safety, and welfare of the community; and

WHEREAS, SB 946 continues to authorize cities to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by a city; and

WHEREAS, placing a cap on the total number of sidewalk vendors within the City to fifty (50) vendors is objectively related to health, safety, and welfare concerns as having many sidewalk vendors has impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection; and

WHEREAS, placing a cap of fifty (50) sidewalk vendors is intended to help ensure that driveways and street intersections throughout the City are kept clear and unobstructed; and

WHEREAS, the City arrived at the cap number of fifty (50) sidewalk vendors by calculating that there could potentially be one (1) vendor for every five hundred linear feet (500') of sidewalk in the City's commercial corridors, which amounts to approximately thirty-two (32) vendors, plus estimating that there could potentially be one (1) roaming vendor could potentially service two (2) residential neighborhoods on a given day, out of a total of thirty-six (36) residential neighborhoods, which amounts to eighteen (18) vendors, thus equaling an overall City total of fifty (50) vendors; and

WHEREAS, fraud or misrepresentation in the course of vending constitutes an objective harm to the health, safety, and welfare of the City's residents; and

WHEREAS, fraud or misrepresentation in the application for the permit constitutes an objective harm to health, safety, and welfare of the City’s residents; and

WHEREAS, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes an objective harm to the health, safety, and welfare of the City’s residents; and

WHEREAS, the City Council finds that the changes to Section 8.04.010 of the Coachella Municipal Code are necessary to make clear the City’s authority to enforce its Environmental Health Code.

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

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. Subsection P of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strike~~through, new text is underlined):

“P. Itinerant Merchant. An itinerant merchant under this chapter shall be deemed to mean and include any person or persons, firm or corporation, either principle or agent, employer or employee who engages in a temporary business in the city by selling or offering for sale goods, wares, merchandise, or things or articles of value for a period of not more than one hundred ninety (190) days in any calendar year, and who, for the purpose of carrying on such business, hires, leases or occupies any room, building, structure or stand on any real property or on or adjoining any street or public place in the city. The person, firm or corporation so engaged shall not be relieved from the provisions of this subsection by reason of associating temporarily any local dealer, trader, merchant or auctioneer, or by reason of conducting such temporary business in connection with or as part of any local business, or in the name of any local dealer, trader, merchant or auctioneer. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.”

SECTION 3. Subsection Q of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strike~~through, new text is underlined):

“Peddler. "Peddler" shall be defined as any person who sells and makes immediate delivery or offers for sale and immediate delivery any goods, wares, merchandise, service or thing in the possession of the seller, at any place in the city other than at a fixed place of business, but shall not include salesmen or agents for wholesale houses or firms who sell to retail dealers for resale or sell to manufacturers for manufacturing purposes or to bidders for public works or supplies. It shall include the use of a "pushcart," which shall be defined as any wagon, cart or similar wheeled container, not a "vehicle" as defined in the Vehicle Code of the state of California, from which food, beverage, or product is offered for sale to the public. Such definition shall not

include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.

The chief of police shall, based upon the information supplied by the finance department, investigate the backgrounds of all applicants. If such investigation by the chief of police reveals that the applicant has been convicted of a crime involving moral turpitude or any crime of a nature associated with the type of business for which the application is submitted, he or she shall notify the director of finance, who shall deny the license application.”

SECTION 4. Subsection Q of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~striketrough~~, new text is underlined):

“Solicitor. "Solicitor" shall be defined as any person who engages in the business of going from house to house, place to place, on or along the streets within the city and/or by telephone selling or taking orders for or offering to sell or take orders for goods, wares, or merchandise or other things of value for future delivery, or for services to be performed in the future. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.”

SECTION 5. Subsection B of Section 12.04.030 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~striketrough~~, new text is underlined):

“B. It is also unlawful for any person to make, or cause to be made, any obstruction on, or any encroachment upon any city street, sidewalk, or other public place without first obtaining from the city engineer, a written permit to make such obstruction and making a deposit to cover the inspection and restoring of such city street or other place to its original condition, together with the incidental expenses in connection therewith, all as provided by this chapter. This sub-section applies to stationary sidewalk vendors who have obtained a permit pursuant to Chapter 12.50 of this title.”

SECTION 6. Chapter 12.50 is hereby added to the Coachella Municipal Code to read as follows:

“Chapter 12.50 – SIDEWALK VENDING.

Section 12.50.010 Purpose.

The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community while complying with the

requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community. In light of the City's many public right-of-ways which lack adequate width in paved roadways and lack sidewalk and street lighting improvements, it is intended that all street vending occur in a safe manner to avoid injury to the public.

Section 12.50.020 Definitions.

For purposes of this Chapter, the following definitions apply:

A. "Certified Famers' Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "City" means the City of Coachella.

C. "Park" means a public park owned or maintained by the City.

D. "Roaming sidewalk vendor or vending" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. "Sidewalk vendor or vending" means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk, property, or other pedestrian path.

F. "Stationary Sidewalk vendor or vending" means a sidewalk vendor who vends from a fixed location.

G. "Swap Meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

H. "Temporary Event Permit" means a special event permit or other planning director authorization for seasonal events, holiday celebrations, outdoor display of merchandise, promotional events, or other non-recurring temporary sales / entertainment activity, pursuant to Title 17 of this code.

Section 12.50.030 Permits Required.

A. All sidewalk vendors shall obtain a business tax certificate from the City's finance director or designee, prior to engaging in any sidewalk vending activities. In addition to the required business tax certificate, all sidewalk vendors shall obtain a sidewalk vending permit from the City's Finance Director or designee prior to engaging in any sidewalk vending activities. The following information shall be required for a sidewalk vending permit:

1. Name, current mailing address, and phone number of the vendor; and,

2. If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal; and,
3. A description of the merchandise/goods to be offered for sale or exchange, and the days/hours of sales; and,
4. A copy of the California seller's permit with the sales tax number issued by the California Department of Tax and Fee Administration to the vendor; and,
5. A copy of the valid California Driver's license issued to the vendor; or,

A copy of the individual taxpayer identification number issued to the vendor; or,

A municipal identification number.

- a. Any such identification number(s) or license(s) collected shall not be available to the public for inspection and shall remain confidential and not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.
6. If preparing or selling food, a copy of the County Health Department permit issued to the vendor; and,
7. If preparing or selling food, a current decal sticker issued by the County Health Department to be posted on any food cart used in vending; and,
8. A description or site plan map of the proposed location(s) where vending will take place, showing that the sidewalk location maintains a minimum of thirty-six inches (36") of accessible route area, in compliance with the Americans with Disabilities Act; and,
9. An encroachment permit pursuant to Chapter 12.04 of this code; and,
10. A copy of general liability policy naming the City as additional insured in the amount of \$1,000,000; and,
11. A certification by the vendor that to his or her knowledge and belief, the information contained in the application is true.

B. Prior to the issuance of a sidewalk vendor permit, the applicant shall cause to be filed with the Chief of Police or his or her designee a LiveScan background check conducted by the California Department of Justice within the previous six (6) months of the application date. The Chief of Police shall furnish each applicant with a LiveScan request form for use at any LiveScan vendor location.

C. At the time the application or renewal application is filed, the application shall pay the permit processing fee established by separate resolution of the City Council.

Section 12.50.040 Review of Permit Application; Decision.

A. Upon acceptance of a properly completed and filed sidewalk vendor permit application and receipt of an acceptable LiveScan report issued by the Department of Justice, the Chief of Police or designee shall conduct a preliminary investigation to determine compliance with this Chapter and shall make such determination within no more than thirty (30) days of acceptance to approve or deny the application. The Chief of Police or designee shall provide the applicant with written notice of his or her decision to the address indicated in the application.

B. The Chief of Police or designee may deny an application for a permit if he or she makes any of the following findings:

1. The applicant has failed to pay the application permit fee.
2. The applicant has made one or more material misstatements in the application for a permit.
3. The applicant does not have a valid California Driver's license; or valid individual taxpayer identification number; or a municipal identification number.
4. The applicant's vending operation, as described in the application, is inconsistent with the standards, conditions, and requirements of this Chapter.
5. Within three (3) years of the date of the application, the applicant has been convicted in a court of competent jurisdiction or pled nolo contendere to any felony offense involving the sale of a controlled substance specified in California Health and Safety Code sections 11054, 11055, 11056, 11057 or 11058, or at the time of application is on probation or parole for any offenses set forth in this section for an offense that was committed within three (3) years of the date of the application.
6. It is determined that the applicant does not possess all federal, state, and local permits and licenses necessary to engage in the activity in which he or she seeks to engage.
7. The City's cap on the number of total sidewalk vending permits, being fifty (50) has been reached, with the understanding that a stationary vending permit shall also allow a person to be a roaming vendor for the same food and/or merchandise.

C. If the application is denied, the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is denied and that no

permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form.

D. If the Chief of Police or designee approves the applicant's permit, he or she shall endorse his or her approval on the application and shall, upon payment of the prescribed fee, deliver the permit to the applicant.

E. Exemptions. A sidewalk vending permit shall not be required for the following activities:

1. The sale of agriculture products on the site where the product is grown.
2. Catering for private parties held exclusively on private property and not open to the general public.
3. Events permitted pursuant to a lawfully issued temporary event permit including but not limited to a Certified Farmers' Market, Swap Meet, street fairs, outdoor concerts, promotional event, and outdoor display of merchandise.
4. First Amendment protected vending which includes the following:
 - a. Traditional expressive speech and petitioning activities, such as vending the following items: newspapers, leaflets, pamphlets, bumper stickers, patches, and/or buttons.
 - b. Vending the following items which have been created, written, or composed by the vendor: books, audio, video, or other recordings of their performances, paintings, photographs, prints, sculptures, or any other item that is inherently communicative and is of nominal value or utility apart from its communication.
 - c. Those items that have a common and dominant non-expressive purpose shall not be considered a vending item that has been "created, written, or composed by the vendor," such as, but not limited to, housewares, appliances, articles of clothing, sunglasses, auto parts, oils, incense, perfume, crystals, lotions, candles, jewelry, toys, and stuffed animals. Selling these types of dominant non-expressive merchandise will require a sidewalk vending permit under this Chapter.
 - d. Performers can perform.
 - (i) The word "perform" shall mean to engage in any of the following activities: playing musical instruments, singing, dancing, acting, pantomiming, puppeteering, juggling, reciting, engaging in magic, creating visual art in its entirety, presenting or enacting a play, work of music, work

of art, physical or mental feat, or other constitutionally protected entertainment or form of expression.

(ii) The word “perform” shall not include the provision of personal services such as massage or hair weaving, cutting, or styling, the completion or other partial creation of visual, the creation of visual art at which is mass produced or produced with limited variation, or the creation of handcrafts.

(iii) The word “handcrafts” shall mean objects made either by hand or with the help of devices used to shape or produce the objects through such methods as weaving, carving, stitching, sewing, lacing, and beading, including objects such as jewelry, pottery, silver work, leather goods, and trinkets that do not communicate a message, idea, or concept to others.

e. Any sidewalk vendor conducting lawful First Amendment protected vending under subsections (E)(4)(a)-(b), above, shall still be required to comply with any applicable tax and licensing requirements.

F. Term of permit. A sidewalk vending permit issued pursuant to this Chapter shall automatically expire one (1) year from the date issued, unless an earlier expiration date is noted on the permit.

G. Transferability. A sidewalk vending permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated.

Section 12.50.050 Stationary Sidewalk Vending Locations and Standards.

A. Stationary sidewalk vendors shall be prohibited from operating or establishing in any residential zone of the City, including the R-E (Residential Estate) zone, R-S (Residential Single-Family) zone, R-O-6,000 (Residential Overlay) zone, R-M (Multiple-Family Residential) zone, R-MH (Mobilehome Park Subdivision) zone, R-PD (Residential - Planned Development Overlay) zone, RM-PD (Multiple-Family Residential – Planned Development Overlay) zone, and all residential districts of the SP (Specific Plan) zone.

B. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the following:

1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
2. The sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36”) of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and,

3. If the sidewalk vendor is selling food, the sidewalk vendor shall display a valid Health Permit issued by the County in a conspicuous location on any food cart; and
4. If the sidewalk vendor is selling food, all employees shall possess a current food handler's card, issued by the County; and
5. Sidewalk vending hours shall be conducted between the hours of 6:00 AM and 1:30 AM every day; and,
6. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and,
7. The sidewalk vendor location does not block entrances to private buildings, private driveways, parking spaces or building windows; and,
8. No vending shall occur within ten (10) feet of a fire hydrant, fire escape, bus stop, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway; and,
9. No tables, chairs, fences, shade structures, other site furniture, or any freestanding signs shall be permitted in conjunction with the vendors vending activities; and,
10. The vendor shall not attach or use any water lines, electrical lines, or gas lines during vending operations; and,
11. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and,
12. No vending shall occur within the immediate vicinity of a Certified Farmers' Market, a Swap Meet, or an event held pursuant to a Temporary Event Permit; and,
13. The sidewalk vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into the City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the sidewalk vendor; and
14. The sidewalk vendor may not operate on any street right-of-way or sidewalk where street parking or public parking is not available within 500 feet of the vending area, or where off-street parking on private property is not available within 500 feet of the vending area; and
15. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It

shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway.

Section 12.50.060 Sidewalk Vending in Parks, Certified Farmer's Markets.

A. Sidewalk vending of food or merchandise by stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise or in an area occupied by a Certified Farmer's Market.

B. Sidewalk vendors may operate in City Parks provided they meet the following:

1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
2. For stationary sidewalk vending, the sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and,
3. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and,
4. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and,
5. If the sidewalk vendor is selling food, the sidewalk vendor shall display a valid Health Permit issued by the County in a conspicuous location on any food cart; and
6. Any sidewalk vendor food cart shall possess a current decal sticker posted on the food cart; and
7. The sidewalk vendor location does not block entrances to buildings, driveways, parking spaces, or building windows; and,
8. No vending shall occur within the immediate vicinity of an event held pursuant to a Temporary Event Permit.
9. The sidewalk vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the sidewalk vendor.
10. All stationary and roaming sidewalk vendors must be at least 50 feet away from another sidewalk vendor, except that groups of five or fewer sidewalk vendors may assemble as one group not occupying more than

2,000 square feet of combined area, for purposes of limiting undue concentration. At no time shall there be more than ten sidewalk vendors at any one City Park without a temporary use permit.

11. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway.

Section 12.50.070 Roaming Sidewalk Vending.

- A. Roaming sidewalk vendors shall meet the following:
 1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
 2. Sidewalk vending hours for residential zones shall be conducted between the hours of 7:00 AM and 6:00 PM; and,
 3. Sidewalk vending hours for non-residential zones shall be conducted between the hours of 6:00 AM and 1:30 AM of every day; and,
 4. The sidewalk vendor maintains their temporary vending area in a clean, orderly, and sanitary condition; and
 5. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and
 6. The sidewalk vendor does not conduct sales from a public street.
 7. No vending shall occur within the immediate vicinity of a Certified Farmers' Market, a Swap Meet, or an event held pursuant to a Temporary Event Permit.
 8. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway.

Section 12.50.080 Suspension; Rescission.

A. A sidewalk vendor permit issued under this Chapter may be suspended or rescinded by the Finance Director or designee after four or more violations of this Chapter in accordance with Section 12.50.100 of this Chapter, at their discretion, for any of the following causes:

1. Fraud or misrepresentation in the course of vending;
2. Fraud or misrepresentation in the application for the permit;
3. Vending in a manner that creates a public nuisance or constitutes a danger to the public.

B. Notice of the suspension or rescission of a sidewalk vendor permit issued under this Chapter shall be mailed, postage prepaid, to the holder of the sidewalk vendor permit at his or her last known address.

C. No person whose street vending permit has been revoked pursuant to this Chapter shall be issued a street vending permit for a period of two (2) years from the date revocation becomes final.

Section 12.50.090 Appeals to City Manager.

In the event that any applicant or permittee desires to appeal from any order, rescission, or other ruling of the Finance Director made under the provisions of this Chapter, such applicant or any other person aggrieved shall have the right to appeal such action or decision to the City Manager within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application. An appeal shall be taken by filing with the Planning Director a written appeal statement setting forth the grounds for the appeal, along with the City's appeal fee for administrative reviews. The filing of the appeal shall stay the enforcement of any decision suspending or rescinding the permit. The Finance Director shall transmit the written statement to the City Manager within ten (10) days of its filing and payment of the appeal fee, and the City Manager shall set a time and place for a hearing on appeal. A hearing shall be set not later than sixty (60) days from the date of filing of the applicant's written appeal statement with the police department. Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of suspension or rescission at least five (5) days prior to the date set for the hearing. At the hearing, the permittee and the City shall be entitled to legal representation and may present relevant evidence, testify under oath, and call witnesses who shall testify under oath. The City Manager shall not be bound by the traditional rules of evidence in a hearing, except that hearsay evidence may not be the sole basis for the decision of the City Manager. The City Manager may continue the hearing as deemed necessary. The decision of the City Manager, or his or her designee, on the appeal shall be final and binding on all parties concerned.

Section 12.50.100 Penalties.

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this Chapter. A violation of this Chapter shall be punished by:

1. An administrative fine not exceeding \$100 for a first violation.
2. An administrative fine not exceeding \$200 for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding \$500 for each additional violation within one (1) year of the first violation.

B. A violation of vending without a sidewalk vending permit, may, in lieu of the penalties set forth in subsection (A), set forth above, be punished by:

1. An administrative fine not exceeding two hundred fifty (\$250) dollars for a first violation.
2. An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one (1) year of the first violation.

C. If an individual is subject to subsection (B), set forth above, for vending without a sidewalk vending permit, upon the individual providing proof of a valid permit issued by the City, the administrative fines set forth in this Chapter shall be reduced to the administrative fines set forth in subsection (A), respectively.

D. The proceeds of any administrative fines assessed pursuant to this Chapter shall be deposited in the treasury of the City.

E. Failure to pay an administrative fine assessed under this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in this Chapter shall not be assessed.

F. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

G. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty (20) percent of the administrative fine imposed pursuant to this Chapter.
2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

H. A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under SB 946 had SB 946 been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

I. Nothing contained herein shall be construed to impede the City's or County's ability to enforce County Health Department codes, regulations, and ordinances."

SECTION 7. Section 8.04.010 of the Coachella Municipal Code is hereby amended to read as follows:

"City and County enforcement of state regulations and statutes.

The city council consents and requests that, in addition to the City's own authority to enforce and observe, the county health officer of the county of Riverside, state of California, shall also be authorized to enforce and observe all of the following:

A. Orders, quarantine regulations, and rules prescribed by the state department and other rules and regulations issued under the provisions of the California Health and Safety Code.

B. Statutes relating to the public health.

Such services shall continue indefinitely until the city council shall terminate them by adoption of a resolution or ordinances, as provided in Division I, Part II, Chapter I, Article 2, of the Health and Safety Code. Each reference to the county, enforcement officer, and enforcement agency in this Title 8 of the Coachella Municipal Code shall be interpreted to equally be referencing the City and its authorized employees and agents."

SECTION 8. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Coachella hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 9. This Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this Ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3).

SECTION 10. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 11. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of the City of Coachella, California, at a regular meeting of the City Council held on the ____ day of _____, 20 __, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STEVEN A. HERNANDEZ, MAYOR

ATTEST:

ANGELA M. ZEPEDA, CITY CLERK

APPROVED AS TO FORM:

CARLOS CAMPOS, CITY ATTORNEY

State of California)
County of Riverside) s.s.
City of Coachella)

I, Angela M. Zepeda, City Clerk, hereby certify that the foregoing is a true copy of Ordinance No. 1154, introduced at a regular meeting held on the 13th day of May 2020, and duly adopted by the City Council of the City of Coachella, California at a regular meeting thereof held on the ____ day of _____, 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

ANGELA M. ZEPEDA, CITY CLERK