



# AGENDA

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

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

**November 13, 2019**  
5:00 PM Closed Session  
6:00 PM Regular Meeting

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

### **ROLL CALL**

### **APPROVAL OF AGENDA:**

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

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

### **ADJOURN TO CLOSED SESSION:**

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

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

### **PLEDGE OF ALLEGIANCE:**

### **CLOSED SESSION ANNOUNCEMENTS:**

### **APPROVAL OF THE MINUTES:**

2. Regular Meeting Minutes of October 23, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Financing Authority, Coachella Education and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

**PROCLAMATIONS/PRESENTATIONS:**

3. Proclaiming November 20, 2019, as Transgender Day of Remembrance

**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.)

4. Voucher Listings — Manual Checks/Utility Billing Refunds/FY2019-20 Expenditures as of November 13, 2019, \$2,825,698.45.
5. Ordinance No. 1143 approving the City-Initiated Change of Zone (CZ 18-10) from M-S (Manufacturing Service) and R-S (Single Family Residential) to MS-IP (Manufacturing Service – Industrial Park); C-N (Neighborhood Commercial); CN-PD (Neighborhood Commercial Planned Development); R-M (Residential, Multi-Family); O-S (Open Space); and OS-PF (Open Space Public Facilities) on approximately 206 acres of partially developed land on the west side of Tyler Street between Avenue 50, and ¼ mile north of Avenue 52. (*Second Reading*)
6. Authorize award of the Professional Services Agreement with My Sidewalk for the creation of a high quality Opportunity Zones Dashboard and Platform Access in the amount not to exceed \$17,200.
7. Professional Service Agreement with AnGenious Engineering Services, Inc. to provide Engineering and Right of Way Acquisition Support Services for Avenue 50 Bridge over the Whitewater Storm Channel, St-69 & the SR-86/Avenue 50 New Interchange, ST-81 in an Amount not to exceed \$148,000.00
8. Professional Service Agreement with TKE Engineering, Inc. to provide Engineering Department Staff Augmentation in an amount not to exceed \$60,000.00

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

9. Resolution No. 2019-61 Reauthorizing Funding for a Full-Time Finance Director Position and a Full-Time City Engineer Position
10. Adopt Resolution No. 2019-62 Authorizing the Formation of a Municipally Owned Utility and Delegate Authority to the City Manager to Execute a Letter of Intent with Lamb Energy, Inc.
11. Provide staff direction for 2019 Hometown Heroes Honorees.
12. Provide direction in selection of new signage and name of new civic building located at 53990 Enterprise Way, Coachella.
13. Approve lease agreement between the City of Coachella and Greater Coachella Valley Chamber of Commerce for property at 1515 Sixth Street, Coachella; approve termination of current lease for property at 1258 Sixth Street.

14. Approve lease agreement between the City of Coachella and Consejo De Federaciones Mexicanas En Norteamerica (COFEM) for property at 1515 Sixth Street, Coachella; approve termination of current lease for property at 53462 Enterprise Way.

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

15. Coachella Smoke Retail Cannabis Microbusiness

- a) Ordinance No. 1144 approving Change of Zone (CZ 18-02) to add the RC (Retail Cannabis) overlay zone to the existing CG (General Commercial) zone at the northwest corner of Grapefruit Boulevard and 7th Street.
- b) Resolution No. 2019-60 approving Conditional Use Permit No 298 to convert an existing commercial tenant space into a retail cannabis microbusiness with 400 square feet of retail cannabis showroom, 265 square feet for cannabis distribution and manufacturing uses, and 455 square feet for an indoor cannabis lounge with on-site consumption of cannabis products at 85-995 Grapefruit Boulevard, Suite #1, Coachella, California.

**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:**

*Any writing or documents pertaining to an **open session** item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection at the City Clerk's office at 53-462 Enterprise Way, Coachella, CA during normal business hours.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



# MINUTES

## CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

### OF THE CITY OF COACHELLA

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

**October 23, 2019**

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:01 p.m. in the Council Chamber at City Hall by Mayor Pro Tem Emmanuel Martinez.

### **ROLL CALL:**

**Present:** Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez, and Mayor Hernandez (*Arrived at 5:15 p.m.*).

**Absent:** None.

### **APPROVAL OF AGENDA:**

There were no modifications to the agenda.

**Motion:** To approve the agenda as presented.

**Made by:** Councilmember Bautista

**Seconded by:** Councilmember Gonzalez

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

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

### **ADJOURN TO CLOSED SESSION:**

1. Public Employee Performance Evaluation, Pursuant to Government Code Section 54957(b)(1)  
Council Appointed Position – City Manager

(*Mayor Hernandez arrived at 5:15 p.m. at this point of the meeting.*)

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

The City Council reconvened into open session at 6:01 p.m.

*The following two items were taken out of order:*

**CLOSED SESSION ANNOUNCEMENTS:**

City Attorney Ruben Duran City Attorney Campos stated that Council met in Closed Session on Item 1, and direction was given, but no reportable action was taken.

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by City Treasurer Arturo Aviles.

**APPROVAL OF THE MINUTES:**

2. Regular Meeting Minutes of October 9, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Financing Authority, Coachella Education 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: Councilmember Beaman Jacinto

Seconded by: Councilmember Gonzalez

Approved: 5-0, by a unanimous voice vote

**PROCLAMATIONS/PRESENTATIONS:**

3. Imagine a Day Without Water
4. Public Private Partnerships in the Downtown

**WRITTEN COMMUNICATIONS:**

Written communication, dated October 15, 2019, was received from Coachella Valley Water District regarding the storm water channel, south of Avenue 50. A second letter was received regarding Item 13, see page 3.

**CONSENT CALENDAR:**

5. Voucher Listings — Manual Checks/Utility Billing Refunds/FY2019-20 Expenditures as of October 23, 2019, \$986,462.93.
6. Quarterly Reports

- 7. \*Notice of Completion for City Project Number ST-106, Coral Mountain Academy Traffic Signal Project  
*(This item was pulled for further direction. See details below.)*
- 8. Authorization for the execution of Amendment No. 1 to West Coast Arborist Maintenance Agreement extending their term for one year.
- 9. Approval of a Fee Waiver Request for Veterans Park Stage and Special Event Fee for the Confronting Climate Change Forum
- 10. Authorization of a Beer Garden to be operated at Dateland Park for the Synergy Festival, on November 9, 2019 from 11:00 a.m. to 8:00 p.m.
- 11. Investment Report – August 2019
- 12. Approval of Reimbursement Agreement in an amount not to exceed \$300,000.00 with Cabazon Band of Mission Indians for the Vista Del Norte Pavement Rehabilitation Project No. ST-121, pending approval as to form by City Attorney.

Motion: To approve per staff recommendation, Consent Calendar Items 5 through 12; and \*Direction provided on **Item 7** to approve, and take item to Planning Commission to change the street name to Frieda Lane

Made by: Mayor Hernandez  
Seconded by: Councilmember Beaman Jacinto  
Approved: 5-0, by a unanimous roll call vote:

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

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

- 13. Resolution No. 2019-58, Appeal of Planning Commission’s denial of Time Extension Request for Tentative Tract Map No. 31978 (Bellissima) for the subdivision of approximately 38 acres into 158 single-family residential lots located at the south east corner of Avenue 53 and Frederick Street. Coachella Investments, LLC, Appellant.

Written Communication, dated October 17, 2019, was received from HechtSolberg, representing the owners of the property in support of the appeal.

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez  
Seconded by: Councilmember Beaman Jacinto  
Approved: 5-0, by a unanimous roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

14. Resolution No. 2019-59, Pueblo Viejo Implementation Strategy Plan

Motion: To approve per staff recommendation with, Under Section 1, additional direction and guidance as noted by the City Council:

- Restrict auto repair shops on Grapefruit
- Electrical underground directives
- Limiting palm trees and enhancing the greenery and landscaping
- Prohibit drive thru/fast food restaurants

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Beaman Jacinto

Approved: 5-0, by a unanimous roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

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

15. Zona Central – Downtown Expansion

- a) Resolution No. 2019-57 to adopt a Negative Declaration pursuant to California Environmental Quality Act Guidelines for the Zona Central - Change of Zone (CZ 18-10) project on approximately 206 acres of land located on the west side of Tyler Street between Avenue 50 and ¼ mile north of Avenue 52.
- b) Ordinance No. 1143 approving the City-Initiated Change of Zone (CZ 18-10) from M-S (Manufacturing Service) and R-S (Single Family Residential) to MS-IP (Manufacturing Service – Industrial Park); C-N (Neighborhood Commercial); CN-PD (Neighborhood Commercial Planned Development); R-M (Residential, Multi-Family); O-S (Open Space); and OS-PF (Open Space Public Facilities) on approximately 206 acres of partially developed land on the west side of Tyler Street between Avenue 50, and ¼ mile north of Avenue 52. *(First Reading)*

Mayor Hernandez opened the Public Hearing for Item 15 at 8:06 p.m.

*(Mayor Pro Tem Martinez stepped away from the dais for less than one minute at 8:10 p.m.)*

Public Comment: John Powell

*(Continued on next page.)*

*(Item 15, Resolution No. 2019-57 and first reading on Ordinance No. 1143, Zona Central, continued from previous page.)*

Mayor Hernandez closed the Public Hearing for Item 15 at 8:14 p.m.

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez  
Seconded by: Councilmember Beaman Jacinto  
Approved: 5-0, by a unanimous roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

*(Councilmember Beaman Jacinto stepped away from the dais at 8:14 p.m. and returned at 8:17 p.m.)*

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

None.

**REPORTS AND REQUESTS:**

*Councilmember Bautista stepped away from the dais at 8:17 p.m. and returned at 8:22 p.m..*

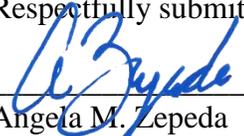
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:32 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Angela M. Lepeda  
City Clerk

CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, Transgender Day of Remembrance is recognized locally and nationally as November 20<sup>th</sup> of every year; and

**WHEREAS**, Transgender Day of Remembrance was founded by Gwendolyn Ann Smith in 1998; and

**WHEREAS**, Ryan Cassata is recognized for his hard work and dedication to end discrimination, violence against Transgender, Intersex, Non-Binary and Gender Non-Conforming people in America; and

**WHEREAS**, Transgender Day of Remembrance which occurs annually on the 20th of November, is a day to memorialize those who have been victims of violence, discrimination and transphobia, or the hatred or fear of transgender and gender non-conforming people, and acts to bring public awareness and education to the continued violence endured by the transgender community; and

**WHEREAS**, City of Coachella recognizes that all people including transgender people deserve Peace and Respect over Hate; and

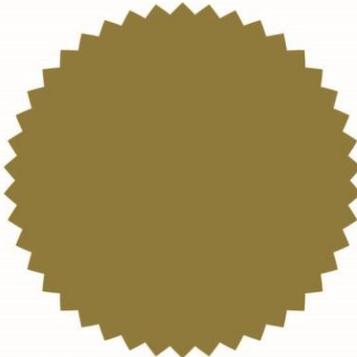
**WHEREAS**, Transgender Day of Remembrance, is a vigil dedicated to the remembrance and recognition of Transgender victims of violence and to encourage peace and respect over violence for the entire LGBT community; and

**WHEREAS**, the 20th of November is recognized in the City of Coachella, as Transgender Day of Remembrance, for the Transgender Community and for the right to equality for the City's Transgender Community.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby proclaim the 20<sup>th</sup> day of November, 2019 to be

*Transgender Day of Remembrance*

and call upon our residents to reflect upon the importance each individual has in our community.



**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 13<sup>th</sup> day of November 2019.

Steven A. Hernandez, Mayor  
City of Coachella, California

apChkLst  
10/23/2019 9:21:16AM

Check List  
City of Coachella

Item 4.  
Page: 1

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>	
106586	10/23/2019	11080	RIVERSIDE COUNTY RECORE	18-231485	7/31/2018	JULY2018- RECORDINGS	189.00	
				18-330746	11/6/2018	NOV2018- LIEN RELEASE FEE	120.00	
				18-362411	10/15/2019	DEC2018- CLERK COPY	1.00	310.00
<b>Sub total for WELLS FARGO BANK:</b>								<b>310.00</b>

1 checks in this report.

Grand Total All Checks: 310.00

Date: October 23, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

apChkLst  
10/29/2019 8:43:12AM

Check List  
City of Coachella

Item 4.  
Page: 1

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>
106587	10/29/2019	25500	GRANITE CONSTRUCTION CC7	10/29/2019	PE7/31 AVE 48 WIDENING ST	168,319.25	168,319.25
106588	10/29/2019	11080	RIVERSIDE COUNTY RECORENOE- St Rehab	10/29/2019	NOE- VISTA DEL NORTE ROA	50.00	50.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>168,369.25</b>

2 checks in this report.

Grand Total All Checks: 168,369.25

Date: October 29, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

apChkLst  
10/30/2019 9:19:54AM

Check List  
City of Coachella

Item 4.  
Page: 1

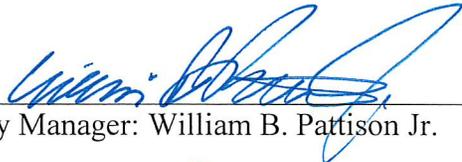
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106589	10/30/2019	45757	IMPERIAL IRRIGATION DISTRI4028079	10/30/2019	ENERGIZE ST LIGHTS @ AVE	1,046.33	1,046.33
<b>Sub total for WELLS FARGO BANK:</b>							1,046.33

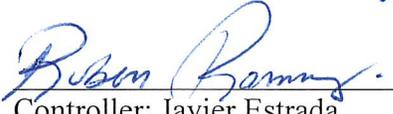
1 checks in this report.

Grand Total All Checks: 1,046.33

Date: October 30, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

apChkLst  
11/05/2019 11:25:16AM

Check List  
City of Coachella

Item 4.  
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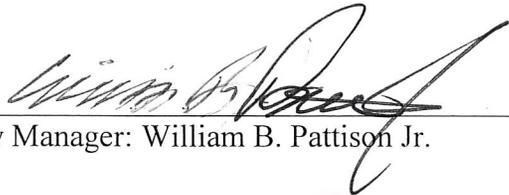
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106590	11/5/2019	53491	DATE HARVEST FEST, LLC	coa-01	11/5/2019	DATE HARVEST FESTIVAL- FI	5,400.00	5,400.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>5,400.00</b>	

1 checks in this report.

Grand Total All Checks: 5,400.00

Date: November 5, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106591	11/13/2019	53486	ALWISHAH, FUAD	Ref000208113	10/31/2019 UB Refund Cst #00050739	77.42	77.42
106592	11/13/2019	53480	ANGULO, ROSARIO	Ref000208107	10/31/2019 UB Refund Cst #00043203	58.98	58.98
106593	11/13/2019	53488	BOIKO	Ref000208115	10/31/2019 UB Refund Cst #00050960	9.86	9.86
106594	11/13/2019	53485	CUTE, BRITTANY	Ref000208112	10/31/2019 UB Refund Cst #00049936	77.01	77.01
106595	11/13/2019	53487	FLORES, JAZMIN	Ref000208114	10/31/2019 UB Refund Cst #00050770	43.40	43.40
106596	11/13/2019	53477	GENTRY, ROSAA.	Ref000208104	10/31/2019 UB Refund Cst #00005002	358.46	358.46
106597	11/13/2019	53484	GONZALEZ, CRISTIAN	Ref000208111	10/31/2019 UB Refund Cst #00049835	14.72	14.72
106598	11/13/2019	53476	LOPEZ, EFIGENE	Ref000208103	10/31/2019 UB Refund Cst #00001342	33.60	33.60
106599	11/13/2019	53483	LOPEZ, JUAN	Ref000208110	10/31/2019 UB Refund Cst #00048680	50.98	50.98
106600	11/13/2019	53479	MENDOZA, ISRAEL	Ref000208106	10/31/2019 UB Refund Cst #00040080	5.67	5.67
106601	11/13/2019	53478	MOLINA, YVETTE	Ref000208105	10/31/2019 UB Refund Cst #00034891	57.67	57.67
106602	11/13/2019	53482	MUNOZ, IRMA	Ref000208109	10/31/2019 UB Refund Cst #00045389	44.62	44.62
106603	11/13/2019	53481	NUNEZ JR, MANUEL	Ref000208108	10/31/2019 UB Refund Cst #00044930	71.97	71.97
106604	11/13/2019	53472	ROMERO, JOSE	Ref000207810	10/24/2019 UB Refund Cst #00047056	164.79	164.79
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,069.15</b>

14 checks in this report.

Grand Total All Checks: 1,069.15

Date: November 13, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106605	11/13/2019	46835	AIR AND HOSE SOURCE, INC.364014	10/3/2019	H200-C200 E/EX15FT, ETC	304.80	304.80
106606	11/13/2019	53088	ALL SMOG CENTER	5814	10/21/2019 SMOG CK, '02 CHEVY C SERI	35.00	
				5815	10/21/2019 SMOG CHECK, '99 CHEVY S1	35.00	
				5784	10/14/2019 SMOG CK, '09 FORD ESCAPE	35.00	
				5788	10/15/2019 SMOG CK, '02 CHEVY S10, 61	35.00	
				5794	10/16/2019 SMOG CK, '01 FORD F250, W	35.00	
				5782	10/14/2019 SMOG CK, '07 HONDA CIVIC,	35.00	210.00
106607	11/13/2019	51894	ALPHA MEDIA LLC	431132-1	10/20/2019 10/14-20 DIGITAL AD: TACOS,	700.00	
				431127-2	10/20/2019 OCT2019 AD SPOT: TACOS, T	2,000.00	2,700.00
106608	11/13/2019	52366	ALTA LANGUAGE SERVICES, IIS450475	9/30/2019	SEPT SVCS: BILINGUAL ASSE	495.00	495.00
106609	11/13/2019	02200	AMERICAN WATER WORKS Mbrshp Rnwl-CE	10/30/2019	MBRSHRPNWL #00640425- N	2,079.00	2,079.00
106610	11/13/2019	53291	ANGENIOUS ENGINEERING 19-03-005	10/15/2019	PE9/27 DILLON RD BRIDGE	58,920.95	58,920.95
106611	11/13/2019	42837	ARAMARK UNIFORM SERVICE	SEP2019	9/30/2019 PE9/30 UNIFORMS, MATS & C	2,229.44	
				SEP2019 CC	9/30/2019 PE9/30 MATS & MOPS	295.84	
				SEP2019 SAN	9/30/2019 PE9/30 UNIFORMS, MATS & C	847.60	3,372.88
106612	11/13/2019	53218	ASSOCIATION OF CALIFORNIA	2020 Dues	10/4/2019 2020 ACWA MEMBERSHIP DL	11,786.25	11,786.25
106613	11/13/2019	45927	BARTEL ASSOCIATES, LLC	19-806	10/23/2019 JUNE2019 ACTURIAL CONSU	2,500.00	2,500.00
106614	11/13/2019	45929	BECK OIL, INC.	29169CL	10/15/2019 PE10/15 SANITARY DEPT FUE	373.86	
				29178CL	10/15/2019 PE10/15 BLDG MAINT DEPT F	238.94	
				29220CL	10/15/2019 PE10/15 GRAFFITI DEPT FUE	325.29	
				368819	10/3/2019 SHELL MORLINA S1 B 460 (OI	197.76	
				29107CL	10/15/2019 PE10/15 ENG DEPT FUEL	238.07	
				29109CL	10/15/2019 PE10/15 LLMD DEPT FUEL	203.72	
				29113CL	10/15/2019 PE10/15 STREETS DEPT FUE	642.97	
				29115CL	10/15/2019 PE10/15 WATER DEPT FUEL	561.32	
				29119CL	10/15/2019 PE10/15 PARKS DEPT FUEL	1,117.88	
				29142CL	10/15/2019 PE10/15 SENIOR CNTR FUEL	345.14	
				29156CL	10/15/2019 PE10/15 CODE ENF DEPT FU	560.91	4,805.86
106615	11/13/2019	00836	BIO-TOX LABORATORIES	38822	10/15/2019 LAB SERVICE: 9/9	392.00	392.00
106616	11/13/2019	49486	BRC CONSTRUCTION	2019293	10/24/2019 INSTALLATION OF FLOOR @	5,600.00	
				2019247	9/23/2019 OFFICE & FILING ROOM UPG	5,700.00	
				2019248	9/23/2019 DEMOLITION OF LOBBY & OF	3,800.00	
				2019292	10/24/2019 INTERIOR PAINTING @ PLAN	5,400.00	20,500.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106617	11/13/2019	43862	BRENNTAG PACIFIC, INC	BPI302786	10/8/2019	10/4 DRUM RETURN	-240.00
				BPI986841	9/26/2019	SODIUM HYPOCHLORITE	2,188.93
				BPI986842	9/26/2019	SODIUM HYPOCHLORITE	2,188.93
							4,137.86
106618	11/13/2019	53391	BSK ASSOCIATES	R900504	10/15/2019	AUG-SEP2019 WASTEWATER	2,493.50
				R900505	10/15/2019	SEP2019 WATER SAMPLES	780.00
							3,273.50
106619	11/13/2019	44494	BURRTEC WASTE & RECYCLIBD	10/1/19	10/1/2019	AC 44-BS 405340, 85075 AVE	89.98
106620	11/13/2019	52329	CARRILLO, JUAN	Mlge 10/7	10/23/2019	MLGE 10/7, RHNA WRKSH: I	78.88
				Mlge 10/21	10/23/2019	MLGE 10/21, CEHD COMMITT	78.88
							157.76
106621	11/13/2019	02048	CDW GOVERNMENT, INC.	VDT4943	10/1/2019	XEROX C400/C405 X-HI CAP	397.79
106622	11/13/2019	07950	CITY OF COACHELLA	Aug 2019-LLD's	8/31/2019	AUG2019 WATER- LLD'S	21,008.56
106623	11/13/2019	53220	COACHELLAACE HARDWARE	379/1	10/8/2019	ENERGIZER MAX BATT D, ET	32.85
				405/1	10/22/2019	COUPLE 2" SXS SCH40, ADP	13.44
							46.29
106624	11/13/2019	44959	COMPUTER CONSULTANTS, I	29829	10/10/2019	INSTALL & CONFIGURE HOST	6,336.00
				29830	10/10/2019	EXCHANGE SERVER STAND/	7,798.50
				29831	10/11/2019	CABLING & BLDG DATA INST/	1,039.50
				29841	10/18/2019	RPLC'D INTEL SERVER @ SA	1,557.38
				29857	10/19/2019	SEP-OCT2019 SVC CALLS	1,782.00
							18,513.38
106625	11/13/2019	00214	CORONET CONCRETE PROD	1109494	9/25/2019	3000 PSI 1" 50 50 MIX, ETC	323.94
106626	11/13/2019	00749	COUNTY OF RIVERSIDE	SH0000035243-	5/13/2019	FY18/19 RATE ADJSMNT: LAV	1,796.50
				SH0000036028	9/19/2019	7/18-8/14 LAW ENFORCEMEN	672,642.34
				SH0000036152	10/8/2019	8/15-9/11 LAW ENFORCEMEN	613,913.17
							1,288,352.01
106627	11/13/2019	48603	CV STRATEGIES	5291	10/11/2019	SEP2019 PUBLIC RELATIONS	2,351.25
				5290	10/11/2019	SEP2019 PUBLIC RELATIONS	330.00
				5289	10/11/2019	SEP2019 PUBLIC RELATIONS	412.50
				5288	10/11/2019	SEP2019 PUBLIC RELATIONS	1,662.17
				5231	9/12/2019	AUG2019 PUBLIC RELATIONE	866.25
				5230	9/12/2019	AUG2019 PBL RLTN SVCS: T	742.50
				5229	9/12/2019	AUG2019 PUBLIC RELATIONE	2,103.75
				5292	10/11/2019	SEP2019 PBL RLTN SVCS: T	4,235.75
							12,704.17
106628	11/13/2019	53473	CVCAN	00403	4/10/2019	2019 MBRSH- GABRIEL MAF	616.37
106629	11/13/2019	09950	CVWD	Sept 2019	10/1/2019	CN 332543, SEPT2019 WELL I	40,464.60
106630	11/13/2019	12870	DEPARTMENT OF JUSTICE	409509	10/3/2019	SEPT2019 FINGERPRINTS	49.00
106631	11/13/2019	52970	DESERT POOL SPECIALISTS,	122788	10/1/2019	OCT2019 FOUNTAIN SVCS	325.00
106632	11/13/2019	49765	DESERT PUBLICATIONS, INC.	77321	9/1/2019	9/1 FULL PG AD	4,850.00
				78005	10/1/2019	10/1- 4PG CITY ADVERTORIA	3,995.00
							8,845.00

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106633	11/13/2019	51872	DESERT WATER AGENCY	BD 9/17/19	9/17/2019	CV WATER COUNTS- PO 246:	14,848.20	14,848.20
106634	11/13/2019	13700	DEWEY PEST CONTROL INC.	12954785	10/1/2019	AC1126447, OCT-DEC2019, SI	90.00	
				12962310	10/1/2019	AC1404426, OCT-DEC2019, LI	255.00	
				12969191	10/1/2019	AC102942, OCT-DEC2019, AD	175.50	
				12970070	10/1/2019	AC1008112, OCT-DEC2019, C	126.00	
				12978544	10/1/2019	AC103361, OCT-DEC2019, SE	80.00	
				12985395	10/1/2019	AC241000, OCT-DEC2019, PL	111.00	
				12988022	10/1/2019	AC1318239, OCT-DEC2019, FI	90.00	
				12988023	10/1/2019	AC1318244, OCT-DEC2019, B	90.00	
				12988024	10/1/2019	AC1318235, OCT-DEC2019, 8	90.00	
				12988026	10/1/2019	AC1318236, OCT-DEC2019, R	123.00	
				12988029	10/1/2019	AC1315475, OCT-DEC2019, P	360.00	
				12988042	10/1/2019	AC1281215, OCT-DEC2019, S	301.00	
				12988043	10/1/2019	AC1281218, OCT-DEC2019, 5	900.00	
				12998596	10/1/2019	AC1178382, OCT-DEC2019, BI	126.00	
				12998602	10/1/2019	AC1161434, OCT-DEC2019, BI	195.00	
				13005774	10/1/2019	AC1067451, OCT-DEC2019, VA	111.00	
				AC934340-OT/D	10/1/2019	AC934340, OCT-DEC2019, SA	450.00	
				AC1062335-OT/	10/1/2019	AC1062335, OCT-DEC2019, C	426.00	
				AC1434611-OT/I	10/1/2019	AC1434611, OCT-DEC2019, P/	480.00	4,579.50
106635	11/13/2019	42442	DIRECTV	36760578869	10/3/2019	OCT2019 BUSINESS XTRA PK	188.22	188.22
106636	11/13/2019	49630	DORIS PEREZ INTERPRETING	104625	9/17/2019	9/17 INTERP SVCS: PARK & R	350.00	350.00
106637	11/13/2019	53490	DOVE PRINTING	3108	10/21/2019	PRINTING- HISTORY BOOK	6,267.26	6,267.26
106638	11/13/2019	49635	EISENHOWER MEDICAL CENTER	Aug 2019	9/23/2019	AC #700000133, AUG2019 SVI	800.00	800.00
106639	11/13/2019	47748	EISENHOWER OCCUPATIONAL	86190	10/1/2019	SEPT2019 SVCS: D. CARRILL	50.00	50.00
106640	11/13/2019	53456	EMERGENCY PLANNING CON	1	8/26/2019	EMERGENCY MANAGEMENT	5,000.00	5,000.00
106641	11/13/2019	36050	EMPLOYMENT DEVELOPMENT	10226239712	10/30/2019	AC 944-0806-9, JULY-SEPT20	2,759.00	2,759.00
106642	11/13/2019	44713	FARMER BROTHERS CO.	69500916	10/8/2019	COFFEE, CREAMER & SUGAR	288.73	
				69540473	10/23/2019	COFFEE, CREAMER & STIR S	695.39	984.12
106643	11/13/2019	15750	FEDEX	6-757-37024	10/4/2019	9/25 FEDEX	6.65	
				6-779-74729	10/25/2019	10/16+21 FEDEX'S	27.93	
				6-764-62870	10/11/2019	10/8 FEDEX	13.20	47.78
106644	11/13/2019	53138	FIGUEROA, VANESSA	Scholarship	10/17/2019	2019 CYBSA SCHOLARSHIP-	37.50	37.50
106645	11/13/2019	51604	FRONTIER	BD 10/16/19	10/16/2019	ACC 209-188-4039-091192-5,	175.62	175.62

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106646	11/13/2019	43672	FULTON DISTRIBUTING COM#487733	10/16/2019	NITRILE GLOVES	108.73	
			488082	10/21/2019	TISSUE TOILET	78.13	
			486811	10/7/2019	TOWEL ROLL	547.60	
			487127	10/9/2019	CLEANER STONE SURFACE	43.60	
			487217	10/10/2019	NITRILE GLOVES	138.44	916.50
106647	11/13/2019	00207	GRAINGER INC 9327349123	10/17/2019	HIGH PRESSURE SODIUM LA	1,089.40	
			9327522042	10/18/2019	FIXTURE HPS 150W & 250W	1,888.12	
			9328070975	10/18/2019	FIXTURE HPS 150W	286.02	
			9328321949	10/18/2019	FIXTURE HPS 250W	438.69	3,702.23
106648	11/13/2019	25500	GRANITE CONSTRUCTION C#8	9/30/2019	PE9/31 AVE 48 WIDENING ST	808,772.24	808,772.24
106649	11/13/2019	51754	HARC, INC. 536	10/15/2019	2019 CV COMMUNITY HEALTHI	5,000.00	5,000.00
106650	11/13/2019	00996	HOME DEPOT 0013273	10/10/2019	PVC BALL VALVE SLIP, PVC C	11.79	
			3090299	7/9/2019	WATER PRESSURE TEST GA	32.56	
			6021703	10/14/2019	DEWALT STL COUNTERSINK,	137.69	
			7012459	10/3/2019	HOT WATER HOSE, 2" PVC C	33.43	
			8012165	7/24/2019	DOORSTOPS	252.13	467.60
106651	11/13/2019	52552	HR GREEN PACIFIC, INC. 129396	9/13/2019	PE8/30 INSPCTN SVCS: AVE 4	45,315.40	45,315.40
106652	11/13/2019	44306	ICMA RETIREMENT CORPOR#43210	10/8/2019	PLN #106297, OCT-DEC2019,	125.00	125.00
106653	11/13/2019	20450	IMPERIAL IRRIGATION DISTRI#50035734-SP19	10/3/2019	AC50035734, 8/31-10/1, CVHS	78.93	
			50035836-SP19	10/3/2019	AC50035836, 8/31-10/1, WELL	35.71	
			50217597-SP19	10/3/2019	AC50217597, 8/31-10/1	42.95	
			50387122-SP19	10/6/2019	AC50387122, 8/31-10/1, SWR I	27,700.83	
			50404153-SP19	10/3/2019	AC50404153, 8/30-9/30	89.57	
			50404154-SP19	10/3/2019	AC50404154, 8/30-9/30	13.27	
			50404155-SP19	10/3/2019	AC50404155, 8/30-9/30	24.71	
			50416425-SP19	10/3/2019	AC50416425, 8/30-9/30	178.47	
			50487676-SP19	10/3/2019	AC50487676, 8/31-10/1, LIFT S	21.10	
			50516108-SP19	10/3/2019	AC50516108, 8/30-9/30	13.36	
			50527782-SP19	10/3/2019	AC50527782, 8/30-9/30	12.34	
			50642002-SP19	10/3/2019	AC50642002, 8/31-10/1	99.47	
			50642141-SP19	10/3/2019	AC50642141, 8/31-10/1	40.96	
			50705542-SP19	10/3/2019	AC50705542, 8/31-10/1, PERM	2,012.45	
			50705544-SP19	10/3/2019	AC50705544, 8/31-10/1, PERM	106.97	30,471.09

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106654	11/13/2019	45108	IMPERIAL SPRINKLER SUPPL	3913417-00	9/27/2019	RAINBIRD ROTOR POP-UP, E	578.18	
				3917082-00	10/1/2019	HUNTER ULTRA 4" POP-UP AI	578.55	
				3917100-00	10/1/2019	RAINBIRD 15' NOZZLE H/G, E	60.13	
				3918130-00	10/2/2019	DRIPRB BUG EMMITER	50.92	
				3921158-00	10/4/2019	RAINBIRD 1" PLASTIC INLINE	102.43	
				3921248-00	10/4/2019	PRO24 CAST PIPE WRENCH	67.45	
				3900371-00	9/18/2019	PIPESW 3/4" SCH80 PVC PIPE	32.31	
				3907648-00	10/1/2019	FTGSWDRN 6" CLEANOUT PI	147.10	1,617.07
106655	11/13/2019	00932	INDIO CAR WASH, INC.	10-01913	10/1/2019	JULY-SEPT2019 CAR WASH S	113.94	113.94
106656	11/13/2019	51600	IRC, INC.	2019090055	10/1/2019	9/1-10/1 PRE-EMPLOYMENT S	167.50	167.50
106657	11/13/2019	23100	KAMAN INDUSTRIAL TECHNOE	736624	10/3/2019	V-BELT	44.14	
				S121530	9/26/2019	HAWK PD BELT	474.40	518.54
106658	11/13/2019	43580	KEEP IT COOL WINDOW TINT	4835	9/30/2019	WINDOW TINTING @ PERMIT	156.00	
				4836	9/30/2019	WINDOW TINTING @ PERMIT	463.00	
				4837	9/30/2019	WINDOW TINTING @ PERMIT	370.00	989.00
106659	11/13/2019	48595	LANDES, LUCRECIA	Oct 2019	10/30/2019	OCT2019 ESL CLASS	405.00	
				Sep 2019	9/30/2019	SEP2019 ESL CLASS	247.50	652.50
106660	11/13/2019	44367	LUCRECIO, CESAR	Mlg 10/14-18	10/28/2019	MLG 10/14-18, CMRTA CONF:	190.24	190.24
106661	11/13/2019	49857	MANPOWER US INC.	34365924	10/6/2019	WE 10/6: OSUNA+RAMIREZ	1,041.60	
				34387271	10/13/2019	WE 10/13: OSUNA+RAMIREZ	1,388.80	
				34365922	10/6/2019	WE 9/29: GALINDO	173.60	
				34387268	10/13/2019	WE 10/13: SOTO	173.68	2,777.68
106662	11/13/2019	51445	MEDIWASTE DISPOSAL	0000083256	10/1/2019	JULY & OCT2019 BIOHAZARD	135.09	135.09
106663	11/13/2019	25900	MEREDITH & SIMPSON CONS	190975	9/30/2019	SLAB EXTINCTION @ SANITA	2,500.00	2,500.00
106664	11/13/2019	51579	METLIFE- GROUP BENEFITS	Nov2019	10/22/2019	NOV2019 DENTAL/VISION/LIF	12,053.23	12,053.23
106665	11/13/2019	51539	MICHAEL BAKER INTERNATIC	1052801	6/27/2019	PE6/2 AVE50 EXTENSION PR	3,300.00	3,300.00
106666	11/13/2019	47252	MINAGAR & ASSOCIATES, INC	839	10/18/2019	PE10/18 SVCS: ATP CYCLE 2	8,552.00	8,552.00
106667	11/13/2019	01879	MIRACLE PLAGROUND SALES	10700	10/1/2019	PRESS & PLAY REPLACEMEN	1,671.25	1,671.25
106668	11/13/2019	52854	MONTES, SOFIA JENYTZA	799	10/21/2019	10/21 DESSERTS- STATE OF	1,250.00	1,250.00
106669	11/13/2019	26950	MUNICIPAL CODE CORPORAT	00333100	9/10/2019	MUNICODE MEETINGS SUBS	3,200.00	3,200.00
106670	11/13/2019	00101	MUNISERVICES/GRS	INV06-007229	10/25/2019	SUTA, QTR ENDING 6/30/19	4,215.94	
				INV06-007230	10/25/2019	SUTA (DISTRICT TAX), QTR E	105.28	4,321.22
106671	11/13/2019	52344	NEOFUNDS BY NEOPOST	CD 10/13/19	10/13/2019	POSTAGE BY PHONE #7900 C	1,031.60	1,031.60
106672	11/13/2019	53013	NEOPOST USA INC	57078822	10/14/2019	INSERT FEEDERS	718.68	718.68
106673	11/13/2019	53197	NORTHWEST HYDRAULIC	24025	7/12/2019	PE6/30 EC ASSMNT FOR STO	29,409.40	29,409.40

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106674	11/13/2019	44714	NV5, INC. 139030	9/28/2019	PE8/24 AVE50/HRSN TO 86 S	1,627.50	1,627.50
106675	11/13/2019	52757	OLLIN STRATEGIES 77	10/21/2019	OCT2019 CONSULTING SVCS	5,000.00	5,000.00
106676	11/13/2019	43970	ORAWAY ENGINEERING, INC 1025	9/24/2019	RBLT RAS PUMP, ETC @ SAN	3,050.00	3,050.00
106677	11/13/2019	47192	O'REILLY AUTO PARTS	2855-152517	10/7/2019 F/P ASSEMBLY & FUEL FILTEI	196.57	
			2855-152732	10/8/2019	GLASS TOWEL, 1GAL CAR W	24.41	
			2855-153104	10/10/2019	BRAKE SHOES & DRUM	137.43	
			2855-153108	10/10/2019	WINDOW FILM & PRO TOOL	43.47	
			2855-154593	10/16/2019	WATER PUMP & MICRO V-BE	94.68	
			2855-154594	10/16/2019	14OZ BRAKE CLNR	25.97	522.53
106678	11/13/2019	01683	PALM DESERT AREA CHAMBE11/7 Lnchn	10/9/2019	11/7 PEACE OFFICER & PBLC	625.00	625.00
106679	11/13/2019	51868	PALM SPRINGS AIR MUSEUM 1429	10/24/2019	11/2 AIRCRAFT FLYOVER	4,200.00	4,200.00
106680	11/13/2019	01736	PALM SPRINGS PUMP, INC. 19-2892	10/18/2019	REPAIRS TO B-1 PUMP @ WE	6,042.38	6,042.38
106681	11/13/2019	52650	PALMS TO PINES PRINTING A0919COAV-FA	10/4/2019	METAL AVIATOR	990.56	
			1004COCTS-FA	10/4/2019	GILDAN HEATHER MILITARY I	1,934.42	2,924.98
106682	11/13/2019	53427	PASTION INDUSTRIES, INC. 030257	10/9/2019	OT-DC2019 FIRE ALARM/RAD	195.00	
			030258	10/9/2019	INSTALLATION OF FIRE ALAR	3,500.00	3,695.00
106683	11/13/2019	47671	PATTISON, WILLIAM B.	Trvl Exp 10/15-1.	10/25/2019 TRVL EXP 10/15-18, LOCC CC	1,574.03	
				Trvl Exp 10/20-2.	10/25/2019 TRVL EXP 10/20-23, ICMA COI	1,917.74	3,491.77
106684	11/13/2019	49989	PAUL ASSOCIATES 84251	10/10/2019	BUSINESS CARDS: G. INIGUE	98.15	98.15
106685	11/13/2019	02028	PETE'S ROAD SERVICE, INC. 361629-00	10/8/2019	225/70R15 100T HANKOOK KI	199.25	
			362532-00	10/7/2019	FLAT REPAIR	25.61	
			362855-00	10/8/2019	FLAT REPAIR	25.61	
			363144-00	10/9/2019	P225/70R15 HANKOOK KINEF	199.25	
			363273-00	10/9/2019	DISMOUNT/MOUNT NEW TIR	1,441.95	1,891.67
106686	11/13/2019	01395	PJ'S DESERT TROPHIES & GII22465	10/17/2019	PLAQUES & TROPHIES: TACC	234.89	
			22477	10/23/2019	ENGRAVED PLATE	8.70	243.59
106687	11/13/2019	52596	PLANIT PRINTWORKS 880462	10/24/2019	TWO-SIDED BLACK & WHITE	236.57	236.57
106688	11/13/2019	46837	PRECISION BACKFLOW PBF161511	10/16/2019	RPLC'D TEST COCKS, ETC @	445.00	445.00
106689	11/13/2019	42759	PROPER SOLUTIONS, INC. 10661	10/25/2019	WE 10/25: M. LOPEZ	900.00	
			10660	10/25/2019	WE 10/25: AVINA+SERVIN	693.00	
			10607	10/11/2019	WE 10/11: M. LOPEZ	900.00	
			10634	10/18/2019	WE 10/18: AVINA+SERVIN	900.00	
			10635	10/18/2019	WE 10/18: M. LOPEZ	675.00	4,068.00

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106690	11/13/2019	48977	PROTECTION 1/ADT	130826665	9/24/2019	ADDTNL EQUIP/PERMIT FEES	7,830.81	
				130863661	9/26/2019	LABOR CHRG @ PERMIT CE	199.00	
				130948128	10/1/2019	NOV2019 ALARM/EXT SVC PF	199.10	
				130948129	10/1/2019	NOV2019 ALARM/EXT SVC PF	626.74	
				130948134	10/1/2019	SP-NV2019 FIRE/EXT SVC PR	1,111.23	
				130948133	10/1/2019	NOV2019 CELL/ESUITE/ALAR	62.00	
				130948130	10/1/2019	NOV2019 ALARM/EXT SVC PF	1,023.39	
				130948131	10/1/2019	NV-JA2020 ALARM/EXT SVC F	572.70	
				130948132	10/1/2019	NV-JA2020 ALARM/EXT SVC F	212.85	11,837.82
106691	11/13/2019	52306	QUINN COMPANY	K3C000466	10/1/2019	DIAMOND BLADE	271.88	271.88
106692	11/13/2019	42547	RAP FOUNDATION/SNR INSP.	SIA2020-002	8/12/2019	3/13 SENIOR INSPIRATION AV	3,000.00	3,000.00
106693	11/13/2019	47318	RECORDERS CHARTS & PEN:	115255	7/22/2019	CHESSELL FAN-FOLD CHART	767.99	
				115259	7/22/2019	CHESSELL PENS	51.60	819.59
106694	11/13/2019	52995	RM BROADCASTING, LLC	IN-1190912579	9/30/2019	9/23-30 AD SPOT: TACOS, TE	600.00	600.00
106695	11/13/2019	44161	ROBERT HALF MNGT RESOU	54625501	11/4/2019	WE 11/1: A. FELIX	819.96	
				REB54322789	9/23/2019	WE 8/9: M. AMEZCUA	821.60	
				54427176	10/7/2019	WE 10/4: A. FELIX	821.60	
				54498513	10/15/2019	WE 10/11: A. FELIX	821.60	
				54525566	10/21/2019	WE 10/18: A. FELIX	739.44	
				54573259	10/28/2019	WE 10/25: A. FELIX	821.60	4,845.80
106696	11/13/2019	50340	ROYAL GYM SERVICES	5587	10/14/2019	OCT2019 PREVENTATIVE MA	295.00	295.00
106697	11/13/2019	53475	RUDYS ELECTRIC	10476	9/15/2019	RPR'D ELECTRICAL @ IRRGT	105.00	
				10477	9/15/2019	RESET ELECTRIC CONTROL:	105.00	210.00
106698	11/13/2019	52991	S & D CAR WASH MANAGEM	EAR105551	9/30/2019	SEPT2019 CAR WASH SERVI	272.61	272.61
106699	11/13/2019	51849	SANTA ROSA DEL VALLE	27200	10/9/2019	SEP2019 SVCS: E. RODRIGUI	75.00	
				27180	10/9/2019	SEP2019 SVCS: E. RODRIGUI	25.00	100.00
106700	11/13/2019	50827	SDC SOUND COMPANY	1020	8/7/2019	11/9 FINAL-SOUND SYSTEM:	4,000.00	
				1033	10/22/2019	10/22 SOUND SYSTEM: STATI	840.00	
				1034	10/29/2019	11/2 PA SYSTEM: VETERANS	350.00	5,190.00
106701	11/13/2019	47325	SHAW PUMP & SUPPLY, INC.	00033629	9/25/2019	MOTOR 1/2HP 115V 2W FRNK	965.70	965.70
106702	11/13/2019	52924	SIEMENS MOBILITY, INC.	5620013189	10/17/2019	SEPT2019 TRAFFIC SIGNAL C	846.45	
				5610193421	10/17/2019	SEPT2019 TRAFFIC SIGNAL M	1,760.00	2,606.45
106703	11/13/2019	52503	SILVA, CARLOS	Sep 2019	9/30/2019	SEP2019 CERAMIC CLASS	320.00	
				Oct 2019	10/29/2019	OCT2019 CERAMIC CLASS	360.00	680.00
106704	11/13/2019	51139	SOUTHERN COMPUTER WARIN	000604571	10/3/2019	SHARP 70" LCD	1,440.39	1,440.39

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106705	11/13/2019	52595	STAPLES BUSINESS CREDIT	7301117229-0-1	10/9/2019	SWINGLINE ELEC STAPLER, .	280.04	
				7301117229-1-1	10/9/2019	BLK TAPE DISPENSER	5.21	
				7301160431-0-1	10/10/2019	SINGLE WALL POCKET	71.72	
				7301160431-0-2	10/15/2019	NETGEAR 8-PORT GB SWITC	44.25	
				7301207618-0-1	10/14/2019	SPLS REC COPY CS, HP DES	98.60	
				7301255046-0-1	10/15/2019	STPLS COPY CS	143.52	
				7300292906-0-1	8/19/2019	DECO RACK BLK	37.18	
				7300292906-0-2	8/23/2019	ELECTRONIC TOWER FAN	42.95	
				7300581928-0-1	9/10/2019	SBG WHITEBOARD ALUM FR	239.41	
				7300600531-0-1	9/11/2019	QUICK-STOR-LETTER/LGL &	245.83	
				7300615952-0-1	9/11/2019	HIRH HL8000 LAT 36IN 4DWR	489.36	
				7300669435-0-1	9/16/2019	LETTER OPENER, 6 OUTLET	101.17	
				7301009838-0-1	10/3/2019	6 OUTLET CORD, SM BINDER	103.45	
				7301062571-0-4	10/15/2019	66X78 L-STATION W/ 2 PEDS	2,046.21	
				7301323026-0-1	10/17/2019	STIRRERS, STICKBALL PN, E	80.48	4,029.38
106706	11/13/2019	43858	STAPLES CREDIT PLAN	20700	10/14/2019	STPLS RECYCLED COPY & S.	331.85	331.85
106707	11/13/2019	42538	STEVEN ENTERPRISES, INC.	0422092-IN	10/10/2019	300ML MATTE BLK INK, CYAN	984.36	984.36
106708	11/13/2019	50868	SUGAR-GERMAIN, LYNN	Edu Reimb	11/5/2019	PROFESSIONAL ENGINEER S	3,040.76	3,040.76
106709	11/13/2019	52125	TAG/AMS, INC.	2757688	10/7/2019	SEPT2019 DRUG TESTING	162.00	162.00
106710	11/13/2019	37600	THE DESERT SUN PUBLISHING	0002861222	9/30/2019	SEPT2019 PUBLISHED ADS	4,015.00	
				0001812486	6/30/2018	JUNE2018 PUBLISHED ADS	2,615.00	
				0001863991	7/31/2018	JULY2018 PUBLISHED ADS	750.20	
				0001964086	8/31/2018	AUG2018 PUBLISHED ADS	297.00	7,677.20
106711	11/13/2019	38250	TOPS N BARRICADES	1077558	9/24/2019	9/6-23 CHNGBLE MSG SIGN F	2,580.00	
				1077568	9/24/2019	9/6-23 CHNGBLE MSG SIGN F	2,580.00	
				1075192	5/22/2019	JKT BOMBER LIME, MESH CL	109.11	
				1077570	9/24/2019	9/6-23 CHNGBLE MSG SIGN F	2,580.00	7,849.11
106712	11/13/2019	52204	TPX COMMUNICATIONS	122286159-0	10/16/2019	AC33325, 10/16-11/15	3,349.18	3,349.18
106713	11/13/2019	38800	UNDERGROUND SERVICE ALI	18dsbfe4952	10/1/2019	CA STATE FEE FOR REGULAT	64.78	
				920190111	10/1/2019	SEP2019- 69 NEW TICKETS+I	123.85	188.63
106714	11/13/2019	43751	USA BLUEBOOK	028667	10/3/2019	UPRIGHT ROLL FILE	98.08	
				020478	9/25/2019	GLASS FIBER FILTER, PH 4.0	607.49	
				027929	10/3/2019	TUBE-STOR ROLE FILE	396.98	1,102.55
106715	11/13/2019	39640	VALLEY LOCK & SAFE	155957	8/27/2019	CAL ROYAL DEADBOLT & HOI	70.54	70.54
106716	11/13/2019	53173	VERIZON CONNECT NWF, INC	OSV000001889	10/1/2019	SEP2019 GPS MONITORING S	1,087.87	1,087.87

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106717	11/13/2019	44966	VERIZON WIRELESS	9839150425	10/1/2019	AC371867190-00002, 9/2-10/1	273.35	
106718	11/13/2019	50629	VINTAGE ASSOCIATES, INC	213834	9/30/2019	RPLC'D PLANTS @ BGDMA P	208.00	273.35
				213835	9/30/2019	RPLC'D PLANTS @ BGDMA P	1,196.00	
				213836	9/30/2019	RPLC'D PLANTS @ BGDMA P	3,380.00	
				213837	9/30/2019	RMV'D PALM TREE & PALO VI	720.00	5,504.00
106719	11/13/2019	44775	VISTA PAINT CORPORATION	2019-113504-00	10/9/2019	ACRIGLO EGG SHELL WHITE	466.06	
				2019-116764-00	10/11/2019	ACRIGLO EGG SHELL WHITE	155.35	
				2019-121496-00	10/15/2019	ACRIGLO EGG SHELL WHITE	155.35	
				2019-123919-00	10/16/2019	MON PERMASHIELD PREMIU	778.95	
				2019-132396-00	10/22/2019	BUCKET, COVER 1/2 LONG J	168.59	
				2019-142464-00	10/28/2019	ACRIGLO SEMIGLOSS P BAS	228.60	1,952.90
106720	11/13/2019	44203	WEST COAST SAND & GRAVE	186442	9/27/2019	WASHED CONCRETE SAND	786.68	786.68
106721	11/13/2019	51697	WESTERN WATER WORKS SI	57097-00	10/2/2019	PIPE RMVL TOOL INSTA-TITE	12.40	
				57145-00	10/8/2019	FLG BUTTERFLY VLV OL BSN	2,144.76	
				57164-00	10/10/2019	BRZ NIPPLE, BRZ MTR FLG D	351.37	2,508.53
106722	11/13/2019	00384	WILLDAN FINANCIAL SERVICE	002-21594	10/3/2019	SEP2019 BLDG & SAFETY SV	21,465.00	
				002-21595	10/3/2019	SEP2019 INSPECTION SVCS	360.00	21,825.00
106723	11/13/2019	48971	XPRESS GRAPHICS & PRINTII	19-33933	10/10/2019	INSERTS FOR BARS	439.33	
				19-33986	10/14/2019	POLE BANNERS	1,371.53	
				19-34092	10/18/2019	PROGRAM: TACOS, TEQUILA	273.44	2,084.30
<b>Sub total for WELLS FARGO BANK:</b>								<b>2,649,503.72</b>

119 checks in this report.

Grand Total All Checks: 2,649,503.72

Date: November 13, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada



**STAFF REPORT**  
**11/13/2019**

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

**FROM:** Luis Lopez, Development Services Director

**SUBJECT:** Ordinance No. 1143 approving the City-Initiated Change of Zone (CZ 18-10) from M-S (Manufacturing Service) and R-S (Single Family Residential) to MS-IP (Manufacturing Service – Industrial Park); C-N (Neighborhood Commercial); CN-PD (Neighborhood Commercial Planned Development); R-M (Residential, Multi-Family); O-S (Open Space); and OS-PF (Open Space Public Facilities) on approximately 206 acres of partially developed land on the west side of Tyler Street between Avenue 50, and ¼ mile north of Avenue 52.  
*(Second Reading)*

**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 1143 approving the Zona Central Change of Zone (CZ 18-10) project on approximately 206 acres of agricultural and partially-developed land located on the west side of Tyler Street, between Avenue 50 and ¼ mile north of Avenue 52, from M-S (Manufacturing Service) and R-S (Single Family Residential) to MS-IP (Manufacturing Service – Industrial Park); C-N (Neighborhood Commercial); CN-PD (Neighborhood Commercial Planned Development); R-M (Residential, Multi-Family); O-S (Open Space); and OS-PF (Open Space Public Facilities).

**BACKGROUND:**

On October 23, 2019 the City Council held a notice public hearing on the City-Initiated “Zona Central – Change of Zone” project. The landowner, Peter Rabbit Farms (c/o John Powell Jr.), was present and testified at the hearing in support of the application.

**DISCUSSION/ANALYSIS:**

The City is proposing Change of Zone 18-10 (CZ 18-10) to bring the properties into compliance with the General Plan’s Land Use and Community Character Element policies, and the Subarea 6 zoning policies. The approval of CZ 18-10 will fulfill many of the stated goals for employment and housing within Subarea 6 which encourages the development of a wide variety of business, employment, and housing types within a walkable, urban environment. Additionally, this change of zone is required pursuant to the City’s Certified Housing Element 2014-2021 as part of the Regional Housing Needs Allocation’s zoning capacity program.

**ALTERNATIVES:**

- 1. Adopt Ordinance No. 1143 (2<sup>nd</sup> Reading)
- 2. Take no action.
- 3. Continue this item and provide staff direction.

**FISCAL IMPACT:**

There are no fiscal impacts associated with the approval of the Zona Central – Change of Zone project alone, in that there is no construction proposed at this time and the new zoning on the properties will be brought into conformity with the General Plan and Housing Element, in response to State of California mandates, based on the Housing Elements required rezoning efforts for complying with the Regional Housing Needs Allocation (RHNA) capacity.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 above.

Attachments: Ordinance No. 1143 (2<sup>nd</sup> Reading)

**ORDINANCE NO. 1143**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING 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 A 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), R-M (MULTI-FAMILY RESIDENTIAL - URBAN), 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, 53-990 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 Neighborhood)
- R-M; Residential, Multi-Family (Urban Neighborhood)
- 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.

**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.

**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 Residential – General), R-M (Multi-Family Residential - Urban), 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 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 if the City of Coachella Municipal Code, notwithstanding the lack of on-site parking serving the building.

3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include commercial land uses.

4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. 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 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 shall take effect thirty (30) days after its second reading by the City Council.

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

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of November 2019.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF COACHELLA            )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1143 was duly and regularly introduced at a meeting of the City Council on the 23<sup>rd</sup> day of October 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 13<sup>th</sup> day of November 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

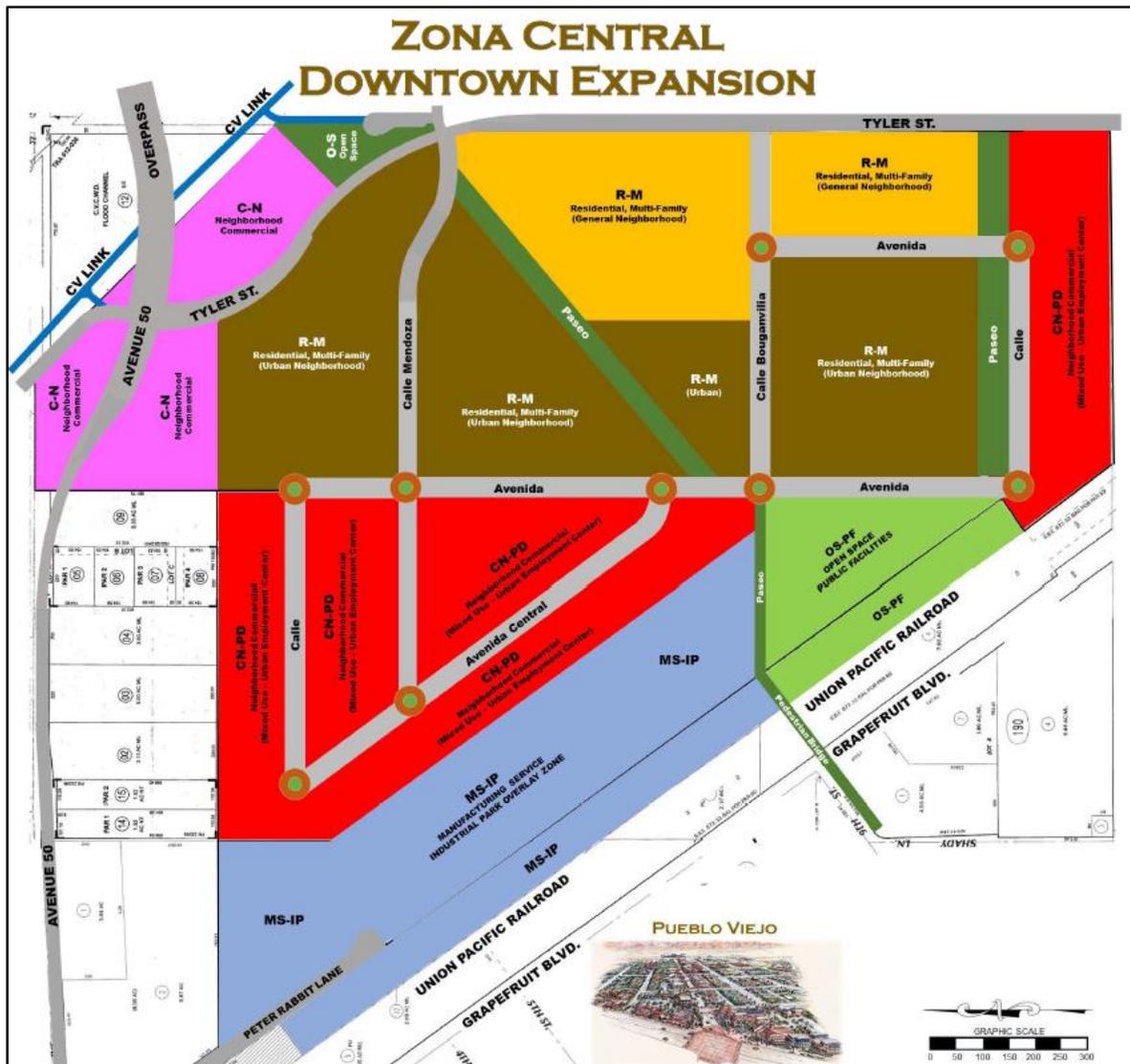
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Andrea J. Carranza, MMC  
Deputy City Clerk

“Exhibit A”

Existing Zoning: M-S (Manufacturing Service) and R-S (Single Family Residential)

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





**STAFF REPORT  
11/13/2019**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Gabriel Martin, Economic Development Manager  
**SUBJECT:** Authorize award of the Professional Services Agreement with My Sidewalk for the creation of a high quality Opportunity Zones Dashboard and Platform Access in the amount not to exceed \$17,200.

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**STAFF RECOMMENDATION:**

Authorize award of the Professional Services Agreement with My Sidewalk for the creation of a high quality Opportunity Zones Dashboard and Platform Access in the amount not to exceed \$17,200.

**BACKGROUND:**

Accelerator for America was founded in 2017 by Rick Jacobs with Los Angeles Mayor Eric Garcetti, Accelerator for America seeks to scale and replicate local solutions to economic insecurity across the country by supporting initiatives that connect people with existing jobs, create new opportunities and foster infrastructure development. The City applied for the California Spark Grant Program, that creates tools for the public sector, hosts workshops and investment summits, works individually with cities, and provides technical and financial assistance to communities by promoting and advancing Opportunity Zones.

On June 25, 2019, the City Council authorized the City Manager to execute a grant agreement with Accelerator for America in the amount of \$50,000 to support the City’s Opportunity Zone endeavors.

**DISCUSSION/ANALYSIS:**

On September 5, 2019, the City’s Economic Development/Planning Sub-Committee approved Staff’s recommendation on developing a method to track, analyze and communicate the City of Coachella’s economic profile and Opportunity Zones to effectively communicate the investable local projects with the City and unincorporated area.

Accelerator for America and MySidewalk has worked previously on similar projects with other government municipalities in creating Opportunity Zone prospectus and digital platforms. MySidewalk is a city intelligence platform that helps organizations better track, analyze, and communicate data to improve outcomes, decision-making, and community engagement. Their

mission is to empower decision-makers and the public with the most complete, clear, and real-time understanding of their communities so they can improve and innovate together.

MySidewalk submitted a proposal for \$17,500 that would create and ensure the highest quality City Opportunity Zone dashboard and platform access. The dashboard deliverables would include the following resources:

- Dashboard Brief - dashboard goals, audience, and success metrics
- Dashboard Outline - structural representation of the dashboard
- Data Roadmap - schedule for acquiring data
- Dashboard Prototype - visualizations and bullet-point narrative
- Customer Data Library in MySidewalk - data layers for use in the platform
- Rollout Strategy & Materials - various materials to facilitate strong launch
- The Opportunity Zones Dashboard - finished product
- Update Schedule - schedule for data updates to the dashboard
- Opportunity Zone Prospectus PDF - a one-time PDF slide deck summarizing the dashboard content

Furthermore, the City will be provided an annual subscription and two (2) User Licenses to access the MySidewalk Platform Access, which is a proprietary data analysis and visualization platform, including pre-loaded data. Data is reported, where possible, for our baseline geographies of nation, state, US congressional district, metropolitan and micropolitan area, metropolitan planning organization, state senate district, state house district, county, county subdivision, place, city council district, ZIP code, neighborhood, census tract and census block group.

**ALTERNATIVES:**

1. Do not approve action to award agreement with MySidewalk and instruct Staff to provide other outcomes and options for the Accelerator for America grant funds.

**FISCAL IMPACT:**

The recommended action will not have a fiscal impact on the FY 2019/2020, as these funds are grant funded by the Accelerator for America’s California Spark Grant Program.

**ATTACHMENT(S):**

Professional Services Agreement  
Exhibit A – MySidewalk Statement of Work

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA AND  
MYSIDEWALK**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of November, 2019, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and MySidewalk, a private corporation, with its principal place of business at 304 W. 8<sup>th</sup> Street, Kansas City, MO 64105 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

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

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

2.3 Project. City desires to engage Consultant to render such services for the **Coachella Opportunity Zones Dashboard 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 consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 1, 2019 to April 1, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. City alone (not the Consultant) shall have the option to extend the term of this

Agreement for two (2) successive one (1) year periods (individually, “Subsequent Term” and collectively, “Subsequent Terms”) on the same terms and conditions as set forth in this Agreement (including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit “B” and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.

### 3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “A” 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: **Kyle Cook, Strategic Enterprise Account Executive**

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

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing

it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and

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

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

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

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

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seventeen Thousand Two Hundred Dollars (\$17,200)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

<p><b><u>City:</u></b>  City of Coachella  1515 Sixth Street  Coachella, CA 92236  Attn: <b>Economic Development  Manager, Gabriel Martin</b></p>	<p><b><u>Consultant:</u></b>  MySidewalk  304 W. 8<sup>th</sup> Street  Kansas City, MO 64105  Attn: <b>Strategic Enterprise  Account Executive, Kyle Cook</b></p>
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Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use

City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[SIGNATURES ON FOLLOWING PAGE.]**

**CITY OF COACHELLA**

**MYSIDEWALK**

By: \_\_\_\_\_  
William B. Pattison, Jr.  
City Manager

By: \_\_\_\_\_  
Kyle Cook  
Strategic Enterprise Account Executive

*Attest:*

By: \_\_\_\_\_  
City Clerk

*Approved as to Form:*

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

mySidewalk

304 W. 8th St.  
Kansas City, MO  
64105

# **City of Coachella, CA**

## **Opportunity Zones**

mySidewalk Dashboard & Platform Access  
**Statement of Work**

# Introduction

The City of Coachella (the “Customer”) has a need for a solution to track, analyze, and communicate the economic profile—including differentiators and competitive advantages—of Coachella, CA and its opportunity zones. It also wishes to communicate **investable local projects within the city.**

mySidewalk is a city intelligence platform that helps organizations better track, analyze, and communicate data to improve outcomes, decision-making, and community engagement. Our mission is to empower decision-makers and the public with the most complete, clear, and real-time understanding of their communities so they can improve and innovate together.

The purpose of this Statement of Work (“SOW”) is to outline and define the activities that will be conducted by mySidewalk and the Customer to ensure the highest quality **Opportunity Zones Dashboard** (“Dashboard”) and **Platform Access** (“Platform”).



## Overview & Objectives

Your subscription provides access to the **Opportunity Zones Dashboard** that will communicate to Opportunity Zone Investors and regional stakeholders about Coachella's economic profile and **key investable projects, to be identified by the City of Coachella, Accelerator for America, and mySidewalk.**

### Key Details:

- The Dashboard will build on the [Accelerator for America Prospectus](#) template by bringing to life new and existing data in a mobile-friendly, [ADA accessible](#), interactive format.

### Outcomes:

- Highlight major investor-ready projects, as identified by the City of Coachella, Accelerator for America, and mySidewalk
- The project will reduce the time to create the traditional report by at least 50 percent and result in a more robust, useful end product.
- Deeper engagement with local decision-makers around economic development in historically distressed areas (primarily opportunity zones)
- Attraction of outside investors and developers to the region
- Matchmaking between business & real-estate transactions and community need

### Jump to:

[Dashboard Scope of Work](#)

[Dashboard Timeline](#)

[Dashboard Deliverables](#)

[mySidewalk Platform Access](#)

[Investment Summary](#)

[Exhibit A - Sample Dashboard Outline](#)

[Exhibit B - Customer Data Requirements](#)

[Exhibit C - Data Processing Methodology](#)

[Exhibit D - Exclusions & Constraints](#)

[A Final Note on ADA Accessibility](#)

# Dashboard Scope of Work

The work to build and launch the [Opportunity Zones Dashboard](#) will be conducted in the following phases:

## 1. Project Planning

mySidewalk will lead a Kickoff meeting to bring the parties of the project together to:

- Introduce the Customer to their Customer Development Manager who is responsible for the successful launch and implementation of the Dashboard.
- Align all parties on the dashboard context, audience, and goals.
- Define the project timeline, including milestones and desired launch date.
- Define the project team including the following roles from the Customer:
  - The “final decision maker” - this person is responsible for making final decisions on key Dashboard milestones to move the project forward.
  - The “data champion” - this person is responsible for delivering data to mySidewalk for use in the Dashboard.
  - The “launch champion” - this person is responsible for implementing the Dashboard to maximize use and impact.

## 2. Data Selection

The Customer’s mySidewalk license includes more than 2,000 preloaded datasets for use in visualization in the Dashboard. For more information, please explore the [mySidewalk Data Library](#). Local data selected by the Customer and outlined in [Exhibit B](#) can be added to provide important context to your economic story.

mySidewalk will help guide the Customer through final selection and curation of the data to include in the Dashboard according to the Customer’s goals and objectives as well as best practices in data analysis and visualization.

## 3. Data Collection & Processing

mySidewalk and the Customer will coordinate to:

- Collect the selected datasets.
  - Set up an agreed upon format and delivery mechanism of the 65 performance indicators for the initial configuration of the dashboard. Note that, depending upon final data, mySidewalk and the Customer may decide to explore automatic transfer through API integration, which would constitute an addition to this SOW.
  - Geographic data (i.e. shapefiles, geojsons) may be transmitted as is. Tabular data (i.e. excel files) for mapping or geographic analysis must

be transmitted with either x,y coordinates or address data for each data point.\*

- Upload the data to mySidewalk for visualization.

*\*Note: the Customer is responsible for providing clean data and machine-readable files to mySidewalk. If desired, mySidewalk will help the customer prepare (e.g. clean, geocode, reformat) datasets in Exhibit B for a fee of \$150/hour.*

## 4. Data Storytelling

mySidewalk will help the customer:

- Discover early insights in the data,
- Combine the insights to find the central message of the dashboard, and,
- Craft compelling text to communicate effectively with the target audience(s).

Also at this time, if available, the Customer will provide mySidewalk with a logo, color scheme, and local photos or videos for inclusion in the dashboard.

## 5. Dashboard Delivery

mySidewalk will build and demo the first complete version (v1) of the dashboard, and provide the customer with guidelines for collecting feedback from key stakeholders. mySidewalk will incorporate the customer's feedback and complete no more than three rounds of revisions until requirements outlined in this SOW are met.

During this time, the Customer will also have the ability to edit the dashboard by logging into their mySidewalk account.

## 6. Dashboard Launch

mySidewalk will help the customer develop and package an engaging rollout strategy that will position the dashboard as a resource for decision-making.

The package will include a customized:

- Communication strategy
- Marketing playbook
- Dashboard engagement best practices
- Dashboard analytics goals

## 7. Maintenance

mySidewalk will host and maintain the dashboard throughout the lifecycle of the project. Data will be updated in accordance with the schedule in [Exhibit B](#).

## Dashboard Timeline

<b>Timeline &amp; Dependencies</b>	<b>Phases &amp; Milestones</b>
First day of contract term	<b>mySidewalk Platform Access and Training Set-up</b> <ul style="list-style-type: none"> <li>● mySidewalk to send invitations to mySidewalk platform</li> <li>● Customer Development Manager to schedule mySidewalk trainings</li> <li>● Customer to share any relevant documentation (report PDFs, etc.)</li> </ul>
10 business days after signed contract	<b>Project Planning</b> <b>Dashboard Kickoff &amp; Planning Call</b> <ul style="list-style-type: none"> <li>● Introductions</li> <li>● Identify success metrics</li> <li>● Name Customer dashboard “champions”</li> <li>● The Customer’s economic story</li> <li>● Schedule recurring project check-in calls (<i>optional</i>)</li> </ul>
10 business days after Dashboard team is finalized	<b>Dashboard Outline &amp; Data Selection</b> <b>Dashboard Visioning Call</b> <ul style="list-style-type: none"> <li>● mySidewalk to present proposed dashboard outline</li> <li>● Customer to provide initial reaction to outline</li> <li>● mySidewalk and Customer to go through data review &amp; recommendations based on the proposed outline</li> </ul>
Customer dependent	<b>Dashboard Outline Approval</b> <ul style="list-style-type: none"> <li>● Customer to provide dashboard outline revisions &amp; data list</li> <li>● Customer to sign off on final outline &amp; data list</li> </ul>
Customer dependent	<b>Data Collection</b> <ul style="list-style-type: none"> <li>● Customer to transfer data: <ul style="list-style-type: none"> <li>○ Geographic data (i.e. shapefiles, geojsons) may be transmitted as is.</li> <li>○ Tabular data (i.e. excel files) must be machine-readable and transmitted with x,y coordinates or addresses for each data point.</li> </ul> </li> <li>● mySidewalk to identify discrepancies, missing</li> </ul>

	<p>data, or other problems (if any).</p> <ul style="list-style-type: none"> <li>• Customer to provide missing or corrected data (if needed) OR other direction (for example, to remove the data elements from the dashboard).</li> </ul>
5 business days after delivery of <b>all</b> customer data	<p><b>Data Processing</b></p> <ul style="list-style-type: none"> <li>• mySidewalk to upload all data for visualization</li> <li>• Customer to provide logo, local images and videos, and project information, and desired color scheme</li> </ul>
Upon completion of Data Processing	<p><b>Data Storytelling</b> <b>Data Storytelling Workshop</b></p> <ul style="list-style-type: none"> <li>• mySidewalk to present early insights in the data.</li> <li>• mySidewalk to help the customer combine insights to find the central message of the dashboard.</li> <li>• mySidewalk and Customer to craft compelling text to communicate effectively with the target audience(s).</li> </ul>
15 business days after data processing	<p><b>Version 1 (v1) Dashboard Delivery</b></p> <ul style="list-style-type: none"> <li>• mySidewalk to build complete v1 dashboard based on new insights and desired storytelling approach.</li> <li>• mySidewalk to email link to v1 Dashboard to customer with proposed v1 review dates.</li> </ul>
5 business days after v1 Dashboard delivery	<p><b>v1 Dashboard Review</b> <b>v1 Dashboard Demo Call</b></p> <ul style="list-style-type: none"> <li>• mySidewalk to present v1 dashboard.</li> <li>• Customer to provide initial feedback.</li> <li>• Customer to provide additional edit requests.</li> </ul>
TBD after v1 Dashboard Delivery	<p><b>Optional site visit</b></p> <ul style="list-style-type: none"> <li>• mySidewalk to present v1 dashboard in person to one or multiple stakeholder groups</li> <li>• Customer to provide tour of opportunity zone areas with local staff and establish</li> <li>• mySidewalk to provide list of revisions to dashboard content based on on-the-ground feedback</li> <li>• Customer to provide additional edit requests.</li> </ul>
15 business days after receipt	<p><b>Final Dashboard Delivery</b></p>

of final edit list	<b>Dashboard Launch Call</b> <ul style="list-style-type: none"><li>• mySidewalk to present final dashboard.</li><li>• mySidewalk &amp; Customer to discuss timeline for public dashboard launch.</li><li>• mySidewalk to present best practices for publicizing dashboard and use in presentations.</li></ul>
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## Dashboard Deliverables

mySidewalk will provide the following resources in the course of this project:

- Dashboard Brief - dashboard goals, audience, and success metrics
- Dashboard Outline - structural representation of the dashboard
- Data Roadmap - schedule for acquiring data in Exhibit B
- Dashboard Prototype - visualizations and bullet-point narrative
- Customer Data Library in mySidewalk - data layers for use in the platform
- Rollout Strategy & Materials - various materials to facilitate strong launch
- The Opportunity Zones Dashboard - finished product
- Update Schedule - schedule for data updates to the dashboard
- **Opportunity Zone Prospectus PDF** - a one-time PDF slide deck summarising the dashboard content

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## mySidewalk Platform Access

Your subscription provides the City of Coachella 2 User Licences to access mySidewalk’s proprietary data analysis and visualization platform, including pre-loaded data. Data is reported, where possible, for our baseline geographies of nation, state, US congressional district, metropolitan and micropolitan area, metropolitan planning organization, state senate district, state house district, county, county subdivision, place, city council district, ZIP code, neighborhood, census tract and census block group.

With access to the platform, the Customer will have the ability to:

- Create an unlimited number of custom reports
- Visualize data in maps and charts
- Upload .json, .zip, .kml, .gml, .sqlite, .csv. data to overlay Customer-owned spatial data with the mySidewalk platform

- Enrich Customer-provided geo-referenced boundaries with mySidewalk data
- View multiple datasets simultaneously and filter results
- Create and save maps and custom reports

Additionally, the Customer will have access to the library of mySidewalk templates, the ability to create their own templates, and customer team support.

mySidewalk will provide the Customer's eligible employees with access to the mySidewalk platform. Eligibility is defined in the [mySidewalk Terms of Use](#).

Platform access includes one-time access to mySidewalk School, our customized onboarding program which includes three one-hour product trainings that empower your team to build a data-driven culture through creation of data-rich, dynamic reports for use in a variety of scenarios—staff, council, and public meetings, grant applications, end-of-year reports, communications campaigns, and more.

The three lessons include:

### **mySW 101**

In mySW 101 your team will learn how fast and easy it is to create reports, charts, and maps with mySidewalk's 2,000 pre-loaded datasets. By the end, team members will have created their first full report that they can share with colleagues and community partners. The training also includes how to brand your assets with custom color palettes and local imagery.

### **mySW 201**

In mySW 201 your team will learn how to upload, use, and manage local user data. We'll walk step-by-step through uploading user data in any format and how to add local data to reports as charts and maps. The training also highlights best practices for maintaining your library of user data, such as using data tags to make the perfect dataset easier to find.

### **mySW 301**

In mySW 301 we'll set your team up to master advanced features and workflows for integrating local data with national indicators to tell data stories in a powerful way. mySW 301 is customized to fit your team's unique needs and goals. It also includes best practice strategies for ongoing use of the tool for rapid report generation, industry-specific analyses, and more.

After mySidewalk School, ongoing support from mySidewalk is available through our in-app chat features and communication with your designated Customer Development Manager. The Customer may use these resources to troubleshoot any

problems. mySidewalk aims to respond to all requests for help within 24 hours Monday-Friday but will vary depending on the time the request is made and the volume of current requests from other Customers.

## Investment Summary

Term	mySidewalk Product(s)	Fee
1 year	Opportunity Zone Dashboard, mySidewalk Platform Access for 2 Users and One Time Coachella Site Visit	\$15,000/Annual Subscription
	One-Time Site Visit	\$2,200/Nonrecurring
		<b>\$17,200</b>

## Fee & Payment:

The Customer will be invoiced an annual subscription fee and one time site visit fee as detailed under the Investment Summary section beginning on the effective date of the agreement. The rate is fixed for the length of the one year term at which time mySidewalk may notify the Customer in writing of a price adjustment. Payment terms for all invoices are Net 30.

**ACCEPTED AND AGREED TO BY:**

**MYSIDEWALK, INC. "mySidewalk"**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Pricing valid through 11/29/19

By signing this agreement, you are also agreeing to our [terms and conditions](#)

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## Exhibit A - Sample Dashboard Outline

mySidewalk starts customers from best practice, not from scratch. The following is the structural outline of a best-in-class Opportunity Zones Dashboard. The mySidewalk team will work with Customer to tailor this outline.

- Welcome/Introduction
- Vision & Momentum
  - History of Coachella
  - Anchor Institutions
- **Invest in Coachella**
  - **Project information**
- Population Trends
  - Population Growth
- Workforce
  - Educational Attainment
  - Industry skillsets
  - Commute patterns
- Job Market
  - Major Industries
  - Job Growth
  - Unemployment, Poverty, and Wages
- Housing
  - Supply & Demand summary
  - Cost-burdened housing
  - Displacement risk
- Health & Wellbeing
  - Life Expectancy
  - Food access
  - Walkability
  - Air Quality
- Investment Trends
  - Permit data\*
  - Capital improvements\*
  - Small Business Administration (SBA) Loans

*\*Only if made available by the City of Coachella in machine-readable format*

The Dashboard will also include the following customizations:

- Initial customization of header images, organization logo, and color palette
- Introductory text and short narratives to explain what the data means

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## Exhibit B - Customer Data Requirements

mySidewalk will help the Customer identify key datasets for the dashboard based on the parameters outlined in this SOW. In addition to data from the mySidewalk Data Library, the Dashboard will be comprised of the data outlined below.\*

Indicator	Source	Acquisition Method	Format	Update Freq.
Capital Improvements	City of Coachella	Email/Google Drive	Shapefile	Annual
Permit Data	City of Coachella	Email/Google Drive	Shapefile or CSV	Annual
Project Information	City of Coachella	Email/Google Drive	Word Document / PDF	As needed

*\*The Customer is responsible for providing clean data and machine-readable files to mySidewalk. PDFs, PowerPoints, or other non-machine readable files are shall not be considered data under this SOW unless otherwise stated under "format".*

Accepted file types:

- Esri Shapefile (all files zipped)
- Esri File Geodatabase (.gdb - zipped)
- Esri Personal Geodatabase (.mdb)
- KML
- GML
- SQLite Database
- GeoJSON
- CSV

*If desired, mySidewalk will help the customer prepare (e.g. clean, geocode, reformat) datasets for a fee of \$150/hour.*

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## Exhibit C - Data Processing Methodology

mySidewalk will work with the customer to define or refine methodologies for customer data, as needed. Most customer data will be configured based on the following mySidewalk-developed processes and methodologies:

- Aggregation / Apportionment
  - Data can be apportioned to a given set of geographic boundaries, e.g. neighborhoods, census tracts, census block groups, county subdivisions, etc.
- Point- or Line-level analysis
  - Data can be included “as is” without apportionment to a given geography, assuming the data has been delivered with x,y-coordinates or address-level data.

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## Exhibit D - Exclusions & Constraints

- Data for which there is no geographic information (i.e. no x,y coordinates, address data, or geographic name) will not be included in this project.
- Visualizing parcel-level data is not included within the scope of this work. Parcel-level data may be aggregated and apportioned to a larger geography, or a small sample of parcels may be visualized as points, but mySidewalk does not currently support full “parcel-viewer” functionality.
- API integrations require a separate scoping and configuration process and are not included in this SOW.
- In most cases, mySidewalk will seek to download for the customer publicly available data from an online portal, but will not make data requests on behalf of the Customer.

## A Final Note on ADA Accessibility

mySidewalk Inc. is committed to ensuring digital accessibility for people with disabilities. Our Shared Documents - including Reports, Dashboards, and Embeddable Assets all in their shared, reading friendly format - have the widest audience. We are continually improving the user experience for everyone, and applying relevant accessibility standards.

### Measures To Support Accessibility

mySidewalk Inc. takes the following measures to ensure accessibility of mySidewalk Shared Documents:

- Provide continual accessibility training for our staff.
- Assign clear accessibility targets and responsibilities.
- Employ formal accessibility quality assurance methods.
- Communicating the results of accessibility audits and evaluations for transparency.

### Conformance Status

The Web Content Accessibility Guidelines (WCAG) defines requirements for designers and developers to improve accessibility for people with disabilities. It defines three levels of conformance: Level A, Level AA, and Level AAA. mySidewalk Shared Documents is fully conformant with WCAG 2.0 level AA. Fully conformant means that the content fully conforms to the accessibility standard without any exceptions.

mySidewalk

304 W. 8th St.  
Kansas City, MO  
64105



**STAFF REPORT**  
**11/13/2019**

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

**FROM:** William Pattison, City Manager

**SUBJECT:** Professional Service Agreement with AnGenious Engineering Services, Inc. to provide Engineering and Right of Way Acquisition Support Services for Avenue 50 Bridge over the Whitewater Storm Channel, St-69 & the SR-86/Avenue 50 New Interchange, ST-81 in an Amount not to exceed \$148,000.00

**STAFF RECOMMENDATION:**

Authorize the City Manager to Execute a Professional Service Agreement with AnGenious Engineering Services, Inc. to provide Engineering and Right of Way Acquisition Support Services for Avenue 50 Bridge over the Whitewater Storm Channel, St-69 & the SR-86/Avenue 50 New Interchange, ST-81 in an Amount not to exceed \$148,000.00

**BACKGROUND:**

Caltrans approved the combined Environmental Document on May 7, 2019, and the Project Report on May 17, 2019. The next phase of work will be the preparation of the construction documents and the acquisition of the required right of way. The AnGenious management team guided these projects through the planning and environmental phase.

The City has requested AnGenious to provide right of way acquisition support services to expedite this phase to better position the project for additional funding to complete the new interchange construction at the same time as the bridge over the white water river channel.

**FISCAL IMPACT:**

The project was approved in the City's 2019/20FY Capital Improvement Program. The project will be funded in accordance with the City's Reimbursement Agreement with CVAG. CVAG's share is 75% and the City's share is 25%. The City will fund the 25% using Development Impact Fees.

# CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6<sup>th</sup> Street, Coachella, California 92236 (öCityö) 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 öPartyö and collectively as öParties.ö

## 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 **Engineering and Right of Way Acquisition Support Services for Avenue 50 Bridge over the Whitewater Storm Channel, St-69 & the SR-86/Avenue 50 New Interchange, ST-81** 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 (öServicesö). The Services are more particularly described in Exhibit öAö 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 \_\_\_\_\_, 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 William Pattison-City

Manager, or his or her designee, to act as its representative for the performance of this Agreement (öCityö Representativeö). Cityö 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 Cityö Representative or his or her designee.

3.2.6 Consultantö 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 (öConsultantö Representativeö). Consultantö Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultantö 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 Cityö 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 Consultantö 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 (öPerformance Periodö). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits öAö or öBö attached hereto, or which may be separately agreed upon in writing by the City and Consultant (öPerformance Milestonesö).

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 ó 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<sup>®</sup> 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 5 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 **Zero Dollars (\$0.00)**. 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 Hundred Forty-Eight Thousand Dollars (\$148,000.00)**.
- 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 Hundred Forty-Eight Thousand Dollars (\$148,000.00).**
- 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:**

**Consultant:**

City of Coachella  
1515 6th Street  
Coachella, CA 92236  
Attn: William Pattison  
City Manager

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 Workersø 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:  
Angenious Engineering Services, Inc.**

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

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

City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As to Form:

*Attest:*

\_\_\_\_\_  
Carlos Campos, City Attorney

\_\_\_\_\_

Date: \_\_\_\_\_

*Attest:*

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**EXHIBIT "C"**  
**COMPENSATION**

November 5, 2019

Mr. Jon Hoy, PE  
Project Construction Manager  
City of Coachella, Engineering Department  
53990 Enterprise Way,  
Coachella, CA 92236

RE: **Cost Proposal for the SR-86/Avenue 50 New Interchange**  
For City project No. **ST-81**

Dear Mr. Hoy:

AnGenious Engineering Services, Inc. (AES) would like to sincerely thank you for this opportunity to serve the City on the above-referenced project. We are pleased to submit our Cost proposal.

Our fee proposal is based upon an estimated labor hours of the staffing plan with other direct costs. The total "Maximum Not-to Exceed" fee for these initial services to be rendered is **\$49,991.10**. AES, a certified DBE/SBE firm, will provide **100%** of the contract value, which exceeds the contract's DBE goal of 15%. Please refer to the attached spreadsheet, which consists of the following requested details:

1. Cost proposal using Caltrans Exhibit 10-H1 template, with a maximum total fee for all services to be rendered and all materials.
2. Cost breakdown by task showing labor hours with hourly labor rates

With our **ingenious ideas, client focused solutions** and combined with **sensible cost approach**, AES is definitely the "**Right Team**" to deliver this project on time and within budget for the City. AES always strives and commits to optimize quality, utilization, and productivity in our sustainable engineering services. Hence, we guarantee that you will receive the highest quality of services for the same allocated budget.

We look forward to meeting with you to review our fee proposal, and we are willing to make any necessary staffing plan adjustments to suit the City's needs. Should you have any questions, please feel free to contact me at (949) 599-5400 or via email at [Andy.Cheah@AnGenious-ES.com](mailto:Andy.Cheah@AnGenious-ES.com).

Sincerely,



Andy Cheah, PE  
Principal/ Project Manager

Attachments

C. File

**CITY OF COACHELLA**

SR-86/Avenue 50 New Interchange

**SCOPE OF WORK - ESTIMATED HOURS WORKSHEET**

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)			\$288.75	\$88.94	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	Andy Cheah	Darren Cheah		
		Staff Classification	Project Manager	Engineer I		
<b>1</b>	<b>Project Management Services</b>		<b>108</b>	<b>0</b>	<b>108</b>	<b>\$31,185.00</b>
	1.1	Administration	40		40	\$11,550.00
	1.2	Coordination and Meetings	48		48	\$13,860.00
	1.3	Quality Assurance and Quality Control	8		8	\$2,310.00
	1.4	Project Schedule	12		12	\$3,465.00
<b>2</b>	<b>State and Federal Funding Assistance</b>		<b>40</b>	<b>60</b>	<b>100</b>	<b>\$16,886.10</b>
	2.1	Prepare Funding Applications	40	60	100	\$16,886.10
<b>TOTAL HOURS FOR PROJECT</b>			<b>148</b>	<b>60</b>	<b>208</b>	<b>\$48,071.10</b>
<b>TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION</b>			<b>\$42,735.00</b>	<b>\$5,336.10</b>		<b>\$48,071.10</b>

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
Copy/Reprographics	120 Page	1	120
Mails	6 Each	10	60
Mileage	3000 Miles	1	\$1,740
<b>TOTAL OTHER DIRECT COSTS</b>			<b>\$1,920</b>

**Subconsultant(s):**

<b>TOTAL SUBCONSULTANT'S COSTS</b>	

<b>GRAND TOTAL COSTS</b>	<b>\$49,991.10</b>
--------------------------	--------------------

November 5, 2019

Mr. Jon Hoy, PE  
Project Construction Manager  
City of Coachella, Engineering Department  
53990 Enterprise Way,  
Coachella, CA 92236

RE: **Cost Proposal for the Avenue 50 Bridge over Coachella Valley Stormwater Channel**  
For City project No. **ST-69**

Dear Mr. Hoy:

AnGenious Engineering Services, Inc. (AES) would like to sincerely thank you for this opportunity to serve the City on the above-referenced project. We are pleased to submit our Cost proposal.

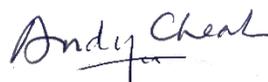
Our fee proposal is based upon an estimated labor hours of the staffing plan with other direct costs. The total "Maximum Not-to Exceed" fee for these initial services to be rendered is **\$63,211.10**. AES, a certified DBE/SBE firm, will provide **65.79%** of the contract value, which exceeds the contract's DBE goal of 15%. Please refer to the attached spreadsheet, which consists of the following requested details:

1. Cost proposal using Caltrans Exhibit 10-H1 template, with a maximum total fee for all services to be rendered and all materials.
2. Cost breakdown by task showing labor hours with hourly labor rates

With our **ingenious ideas, client focused solutions** and combined with **sensible cost approach**, AES is definitely the **"Right Team"** to deliver this project on time and within budget for the City. AES always strives and commits to optimize quality, utilization, and productivity in our sustainable engineering services. Hence, we guarantee that you will receive the highest quality of services for the same allocated budget.

We look forward to meeting with you to review our fee proposal, and we are willing to make any necessary staffing plan adjustments to suit the City's needs. Should you have any questions, please feel free to contact me at (949) 599-5400 or via email at [Andy.Cheah@AnGenious-ES.com](mailto:Andy.Cheah@AnGenious-ES.com).

Sincerely,



Andy Cheah, PE  
Principal/ Project Manager

Attachments

C. File

**CITY OF COACHELLA**

Avenue 50 Bridge Over CVSC

**SCOPE OF WORK - ESTIMATED HOURS WORKSHEET**

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)			\$288.75	\$88.94	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	Andy Cheah	Darren Cheah		
		Staff Classification	Project Manager	Engineer I		
<b>1</b>	<b>Project Management Services</b>		<b>100</b>	<b>0</b>	<b>100</b>	<b>\$28,875.00</b>
	1.1	Administration	32		32	\$9,240.00
	1.2	Coordination and Meetings	48		48	\$13,860.00
	1.3	Quality Assurance and Quality Control	8		8	\$2,310.00
	1.4	Project Schedule	12		12	\$3,465.00
<b>2</b>	<b>State and Federal Funding Assistance</b>		<b>20</b>	<b>60</b>	<b>80</b>	<b>\$11,111.10</b>
	2.1	Prepare Funding Applications	20	60	80	\$11,111.10
<b>TOTAL HOURS FOR PROJECT</b>			<b>120</b>	<b>60</b>	<b>180</b>	<b>\$39,986.10</b>
<b>TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION</b>			<b>\$34,650.00</b>	<b>\$5,336.10</b>		<b>\$39,986.10</b>

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)		Unit Cost	Total
Copy/Reprographics	100	Page	1	100
Mails	5	Each	10	50
Mileage	2500	Miles	0.58	\$1,450
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$1,600</b>

**Subconsultant(s):**

Paragon Partners Ltd	\$	21,625.00
<b>TOTAL SUBCONSULTANT'S COSTS</b>		<b>\$ 21,625.00</b>

<b>GRAND TOTAL COSTS</b>	<b>\$63,211.10</b>
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**STAFF REPORT  
11/13/2019**

**TO:** Honorable Mayor and City Council Members  
**FROM:** William Pattison, City Manager  
**SUBJECT:** Professional Service Agreement with TKE Engineering, Inc. to provide Engineering Department Staff Augmentation in an amount not to exceed \$60,000.00

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**STAFF RECOMMENDATION:**

Authorize the City Manager to Execute a Professional Service Agreement with TKE Engineering, Inc. to provide Engineering Department Staff Augmentation in an amount not to exceed \$60,000.00

**BACKGROUND:**

The City wishes to contract for City Engineering Services. TKE has experience with the City of Coachella, providing numerous infrastructure and master plan services over the last 5 years, such as the City’s Water Master Plan and Safe Routes to School projects. . Because of their familiarity with City services, TKE has been asked to provide these services until permanent City positions are filled.

For more than 19 years, public agencies have contracted with TKE when it is not cost-effective to fill a full-time position; to relieve peak workload situations; and to fill vacant positions on an interim basis. TKE’s professional staff has expertise in a wide range of disciplines and extensive experience in many areas, related to city engineering.

**FISCAL IMPACT:**

These services will be funded by the Engineering Department’s Professional Services Account #101-11-145-10-334-000.

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this eighth day of August 2012 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (öCityö) and TKE Engineering, Inc., a California Corporation with its principal place of business at, California 92507 (öConsultantö). City and Consultant are sometimes individually referred to as öPartyö and collectively as öPartiesö.

**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 Professional Engineering Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the City's Engineering Staff Augmentation (öProjectö) 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 services necessary for the Project (öServicesö). The Services are more particularly described in Exhibit öAö 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 November 13, 2019 to November 13, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

Michael Thornton, PE PLS/TKE Engineering & Project Manager.

3.2.5 City's Representative. The City hereby designates William Pattison, City Manager, 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 Jay Fahrion, PLS-Survey 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 and Liquidated Damages. 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:* **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years

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

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

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

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

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

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

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

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C attached hereto and incorporated herein by reference. The total compensation shall not exceed **Sixty Thousand dollars (\$60,000.00)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" or "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4 Accounting Records.**

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

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

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

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

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

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

**Consultant:**

TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside CA, 92507  
Attn: Michael Thornton, PE PLS

**City:**

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Attn: Jonathan D. Hoy, P.E. ó Engineering Department

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

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by 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, indemnify and hold the City, its officials, officers, employees, volunteers, and agents

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

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to

City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

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

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

**3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF COACHELLA**

**TKE Engineering, Inc.**

By: \_\_\_\_\_  
William Pattison  
City Manager

By: \_\_\_\_\_  
Michael Thornton, PE PLS  
Project Manager

*Attest:*

\_\_\_\_\_  
City Clerk          Date

APPROVED AS TO FORM:

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

**EXHIBIT "A" SCOPE OF SERVICES**

Our scope of services is presented as follows:

For the City's consideration, we propose the following individuals. Below is a breakdown and rate.

Gabor Pakozdi	City Engineer	\$145/HR
Monae Pugh	Traffic Engineer Specialist	\$135/HR
Brad Enscoe	Senior Construction Inspector	\$110/HR

EXHIBIT "C"  
**COMPENSATION**

We propose to provide the forgoing services for the following fees:

Total Compensation: **Hourly Not to Exceed \$60,000.00**



**STAFF REPORT**  
**11/13/2019**

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

**FROM:** William Pattison, City Manager

**SUBJECT:** Resolution No. 2019-61 Reauthorizing Funding for a Full-Time Finance Director Position and a Full-Time City Engineer Position

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Resolution No. 2019-61 reauthorizing funding for a full-time Finance Director position and a full-time City Engineer position.

**BACKGROUND:**

The City Manager has been filling the dual roles of both City Manager and Finance Director since January 25, 2017. On September 27, 2017, Council approved the position of Controller to assist in maintaining the internal controls of the Finance department. The City now has a need to bring on a full-time Finance Director that can oversee and direct all functions and activities of the department.

The Assistant City Manager has been filling the dual roles of both Assistant City Manager and City Engineer since August 10, 2017. The City now has a need to bring on a full-time City Engineer that can oversee and direct the City's engineering services, including current and future Capital Improvement projects.

Both the Finance Director and City Engineer positions fall under the Management Group and are already listed on the Salary Schedule, which was recently approved by Council on July 31, 2019. The salary range for the Finance Director is \$144,923.31 to \$176,155.19 annually, and the salary range for the City Engineer is \$135,764.86 to \$165,023.03. The Controller and Assistant City Manager positions will be frozen effective December 31, 2019.

**ALTERNATIVES:**

1. Approve staff's recommendation to approve Resolution 2019-61 reauthorizing funding for a full-time Finance Director position and a full-time City Engineer position.
2. Do not approve staff's recommendation.

**FISCAL IMPACT:**

No fiscal impact as the existing budget will accommodate these changes.



July 2012

FLSA: EXEMPT

## CITY ENGINEER

### DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for the City's engineering services, including Capital Improvement Program (CIP) planning, design, and construction, permitting and land development services, construction inspection, and traffic engineering; assists in coordinating assigned activities with other City departments, divisions, outside agencies, and the public; fosters cooperative working relationships among City departments, divisions, and with intergovernmental and regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related work as required.

### SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises general direction and supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

### CLASS CHARACTERISTICS

This is a Department Director classification responsible for overseeing, directing, and participating in the engineering functions of the City, including short- and long-term Capital Improvement Program (CIP) planning, development and administration of Federal, State, and local funds for capital improvements and expansions, and providing professional-level support to assigned management staff in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work with that of other City departments and public agencies. Responsibilities include performing and directing many of the department's day-to-day administrative functions. This class is distinguished from the Public Works Director in that the latter has overall management responsibility for all public works programs, functions, and activities, and for developing, implementing, and interpreting public policy.

### EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

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

- Assumes management responsibility for all engineering functions and activities, including all CIP planning, design, and construction, permitting and land development services, construction inspection, and real property management.

- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions and programs; recommends, within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Manages the development and administration of the annual budget and capital improvement budgets for the division; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; responds to staff questions and concerns; makes discipline recommendations to assigned management staff.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with assigned management staff; directs the implementation of improvements.
- Oversees the development of consultant requests for proposal for professional and/or construction services and the advertising and bid processes; evaluates proposals and recommends project award; negotiates and administers contracts after award; ensures contractor compliance with City standards and specifications, time and budget estimates; analyzes and resolves complex problems that may arise; recommends and approves field changes as required.
- Conducts CIP planning activities; provides oversight and input into the conceptual design of engineering projects; investigates and resolves problems with scope of work or cost issues of major facility upgrade and replacement projects.
- Analyzes civil engineering plan designs, specifications, consultant and staff comments in accordance with design requirements and municipal and intergovernmental standards and regulations; recommends approval or additional engineering conditions and changes.
- Reviews and approves plans and specifications for CIP, tract and parcel maps, lot line adjustments, legal reviews, controversial encroachment permits, and other engineering and design documents.
- Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.
- Serves as a liaison for the department to other City departments, divisions, elected officials, outside agencies, and the public; attends meetings in various locations; provides staff support to commissions, committees, and task forces; participates in community events and workshops that provide public information regarding departmental programs, projects, and services; explains and interprets departmental programs, policies, and activities.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies and procedures as appropriate.
- Participates on and makes presentations to a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of civil engineering and other types of public services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects to the City Council, as well as various commissions and committees, as assigned by assigned management staff.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff.
- Public agency budgetary, contract administration, administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of civil engineering as applied to the planning, design, cost estimating, construction, installation, and inspection of a wide variety of municipal facilities.
- Civil engineering principles, concepts, standards, and practices associated with public works programs and private development projects.
- Principles and practices of environmental impact assessment and related regulatory processes.
- Methods, materials and techniques used in the construction of public works projects.
- Applicable Federal, State, and local laws, codes, and regulations.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Methods and techniques for the development of presentations, contract negotiations and management, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

### **Ability to:**

- Recommend and implement goals, objectives, and practices for providing effective and efficient engineering services.
- Plan, organize and direct effective CIP and public works engineering services and programs.
- Conduct complex civil engineering research projects, evaluate alternatives, make sound recommendations and prepare effective technical reports.
- Analyze and interpret engineering plans and specifications in accordance with design requirements and applicable standards and regulations.
- Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations, technical written material, and City engineering policies and procedures.
- Plan, organize, direct, and coordinate the work of supervisory, professional, and technical personnel.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of engineering programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

**Education and Experience:**

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

Equivalent to graduation from an accredited four-year college or university with major coursework in civil engineering, or a related field, and seven (7) years of management and/or administrative experience in civil engineering and capital improvement program administration, including five (5) years of supervisory experience. Masters degree in related fields is highly desirable.

**Licenses and Certifications:**

- Valid California class C driver's license with satisfactory driving record and automobile insurance.
- Possess and maintain a valid certificate or registration as a Professional Engineer in the State of California.

**PHYSICAL DEMANDS**

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

**ENVIRONMENTAL ELEMENTS**

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



July 2012

FLSA: EXEMPT

## **FINANCE DIRECTOR/DEPUTY CITY TREASURER**

### **DEFINITION**

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Finance Department, including finance, treasury, accounting, purchasing, billing, customer service and code enforcement and compliance; directs and administers the fiscal operations and activities of the City, which include budgeting, investments, financial transaction processing, record keeping and reporting, payroll, accounts payable, accounts receivable, utility billing and business licensing; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from the City Manager. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of management and supervision.

### **CLASS CHARACTERISTICS**

This is a Department Director classification that oversees, directs, and participates in all activities of the Finance Department, including short- and long-term planning, development and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)**

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

- Assumes full management responsibility for all Finance Department programs, services, and activities, including finance, treasury, accounting, purchasing, billing, business licensing, payroll and customer service activities and code enforcement/compliance.

- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Coordinates the development and administration of the entire City's annual budget and Capital Improvement Program budget; provides for financial forecasting and planning; tracks the adopted budget and prepares periodic budget reviews for submission to City departments.
- Establishes the City's central budgeting, accounting, and financial reporting practices; evaluates accounting procedures and financial controls; responds to and implements audit recommendations; ensures compliance with Federal, State, and local government accounting and financial reporting standards and controls.
- Manages the City's investment portfolio; ensures that investments meet the City's policy guidelines and that adequate cash is available to meet obligations; prepares periodic reports regarding investments to the City Council.
- Oversees all activities related to the City's accounting function, including financial transaction processing, record keeping and reporting, payroll, accounts payable, accounts receivable, utility billing, processing and issuance of checks and warrants, cash receipts, and the electronic accounting system.
- Coordinates the issuance and administration of debt issues; coordinates with the City Manager, appropriate department, bond attorney, financial advisor, and underwriter on new or refunding issues; provides public financial information of debt.
- Oversees the licensing of businesses in accordance with City code, including the issuance of various permits.
- Oversees the daily operations of the code enforcement and compliance unit.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Oversees risk management; ensures compliance with applicable Federal and State laws, regulations, municipal and other codes and ordinances; provides for the training of staff in risk management practices and procedures.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions; performs financial review of matters pertaining to the various committees, such as determining appropriate rates of City services.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of finance and other services as they relate to the area of assignment.

- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of governmental accounting, public finance administration and budgeting, auditing, reconciliation; municipal taxation and revenue management.
- Applicable Federal, State, and local laws, codes, and regulations.
- Methods, procedures and processes used in code compliance program.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, computer equipment and computer applications.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

### **Ability to:**

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of finance programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

**Education and Experience:**

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

Equivalent to graduation from an accredited four-year college or university with major coursework in finance, accounting, economics, business or public administration, or a related field and seven (7) years of management and/or administrative experience in municipal finance and accounting, including five (5) years of supervisory experience. A Masters degree in related fields is highly desirable.

**Licenses and Certifications:**

- Valid California class C driver’s license with satisfactory driving record and automobile insurance.
- Certification as a Certified Public Accountant in the State of California is highly desirable.

**PHYSICAL DEMANDS**

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

**ENVIRONMENTAL ELEMENTS**

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

**City of Coachella - Salary Schedule**  
**Management Group**  
*4% COLA effective July 1, 2019*  
**Adopted by Council Resolution No. 2019-45, July 31, 2019**

Group I	Step	A	B	C	D	E
<b>City Engineer</b>	h	65.27	68.54	71.96	75.56	79.34
	m	11,313.74	11,879.42	12,473.40	13,097.07	13,751.92
	a	135,764.86	142,553.10	149,680.75	157,164.79	165,023.03
<b>Community Development Director</b>	h	69.04	72.49	76.11	79.92	83.91
	m	11,966.57	12,564.90	13,193.14	13,852.80	14,545.44
	a	143,598.83	150,778.77	158,317.71	166,233.60	174,545.28
<b>Finance Director</b>	h	69.67	73.15	76.81	80.65	84.68
	m	12,076.94	12,680.79	13,314.83	13,980.57	14,679.60
	a	144,923.31	152,169.48	159,777.95	167,766.85	176,155.19
<b>Public Works Director</b>	h	68.01	71.41	74.98	78.72	82.66
	m	11,786.89	12,376.24	12,995.05	13,644.80	14,327.04
	a	141,442.69	148,514.83	155,940.57	163,737.60	171,924.48

Group II	Step	A	B	C	D	E
<b>Controller</b>	h	55.04	57.79	60.68	63.71	66.90
	m	9,539.58	10,016.56	10,517.38	11,043.25	11,595.42
	a	114,474.93	120,198.68	126,208.61	132,519.04	139,144.99
<b>Human Resources Manager</b>	h	55.04	57.79	60.68	63.71	66.90
	m	9,539.58	10,016.56	10,517.38	11,043.25	11,595.42
	a	114,474.93	120,198.68	126,208.61	132,519.04	139,144.99
<b>Utilities Manager</b>	Oh	55.04	57.79	60.68	63.71	66.90
	m	9,539.58	10,016.56	10,517.38	11,043.25	11,595.42
	a	114,474.93	120,198.68	126,208.61	132,519.04	139,144.99

**RESOLUTION NO. 2019-61**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, REAUTHORIZING FUNDING FOR A FULL-TIME FINANCE DIRECTOR POSITION AND A FULL-TIME CITY ENGINEER POSITION**

**WHEREAS**, the City Manager has been filling the dual roles of both City Manager and Finance Director since January 25, 2017. On September 27, 2017, Council approved the position of Controller to assist in maintaining the internal controls of the Finance department. The City now has a need to bring on a full-time Finance Director that can oversee and direct all functions and activities of the department.

**WHEREAS**, the Assistant City Manager has been filling the dual roles of both Assistant City Manager and City Engineer since August 10, 2017. The City now has a need to bring on a full-time City Engineer that can oversee and direct the City’s engineering services, including current and future Capital Improvement projects.

**WHEREAS**, both the Finance Director and City Engineer positions fall under the Management Group and are already listed on the Salary Schedule, which was recently approved by Council on July 31, 2019. The salary range for the Finance Director is \$144,923.31 to \$176,155.19 annually, and the salary range for the City Engineer is \$135,764.86 to \$165,023.03. The Controller and Assistant City Manager positions will be frozen effective December 31, 2019.

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

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

**Section 2.** **Title.** Adopt Resolution No. 2019-61, a Resolution of the City Council of Coachella, California, Reauthorizing Funding for a Full-Time Finance Director Position and a Full-Time City Engineer Position.

**PASSED APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Coachella this 13<sup>th</sup> day of November 2019.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF COACHELLA            )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-61 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of November 2019, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**11/13/2019**

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

**FROM:** William B. Pattison, Jr., City Manager

**SUBJECT:** Adopt Resolution No. 2019-62 Authorizing the Formation of a Municipally Owned Utility and Delegate Authority to the City Manager to Execute a Letter of Intent with Lamb Energy, Inc.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2019-62 authorizing the formation of a municipally owned utility for the purpose of providing electrical power to limited areas of the City, as needed. Staff recommends that the City Council delegate the authority to the City Manager to execute the attached Letter of Intent with Lamb Energy, Inc., as approved to form by the City Attorney.

**EXECUTIVE SUMMARY:**

By law, municipalities are allowed to form municipal utilities for the purpose of providing certain commodities to their residents and businesses, such as electricity, telecommunications, cable television, water, natural gas and sanitary sewer. In some cases, this has proven advantageous, particularly from an economic development perspective. Municipalities have been able to provide services to new development and under-served areas for power within their cities, providing lower utility rates, rate stability and local revenue generation.

Staff proposes to form a municipal utility to provide electrical power to limited areas in the City, as determined on a case-by-case basis. The City has been working with the Imperial Irrigation District (IID) and Lamb Energy to provide additional power to the Auto Wrecking Zone and Industrial Zone in the City. The City desires to examine the development of electrical power facilities in other undeveloped or under-served areas within the City, as needed. Staff recommends forming a municipal utility to serve electric power where it may be needed. Staff recommends executing a Letter of Intent with Lamb Energy to facilitate planning and development by the municipal utility.

**BACKGROUND:**

The City has been working with IID and Lamb Energy to provide additional power to the Auto Wrecking Zone and Industrial Zone in order to serve prospective commercial and industrial uses in these areas. The City has previously entered into a project agreement with affiliates of Lamb

Energy that would have constructed an electrical substation and other facilities to be interconnected to IID's transmission system.

Staff continues to work with IID and Lamb Energy on facilitating power to the Auto Wrecking Zone and Industrial Zone. Staff desires to explore the development of electrical power facilities in other undeveloped areas, as needed, and believes there are economic advantages to forming a municipal utility. Construction of electrical generating facilities can provide power to new development and under-served areas, providing for economic development of industrial and commercial uses and a revenue source to the City.

### **DISCUSSION/ANALYSIS:**

A number of local communities have undertaken the consideration and/or formation of municipally owned utilities. Some cities provide electric power to their residents and businesses city-wide while others have formed municipal utilities to serve particular retail, commercial or industrial developments, particularly where there is a need for power by new development or in an under-served area.

Staff has been in active discussions with IID and Lamb Energy to provide power to the City's Auto Wrecking Zone and Industrial Zone. Staff recommends formation of a municipal utility to serve these areas as well as examining additional undeveloped or under-served areas within the City. Staff also recommends adoption of a Letter of Intent with Lamb Energy to facilitate the planning and construction of the necessary electrical facilities and infrastructure needed to provide electric service. Staff will continue to review and research all options available to the City and may adjust the service areas of the municipal utility as needed. The setting and imposing of rates by the municipal utility does not require approval from the California Public Utilities Commission.

In order to facilitate the planning and development of the City's undeveloped and under-served areas, staff desires to execute a Letter of Intent with Lamb Energy. The Letter of Intent will commit the City to work collaboratively with Lamb Energy for 12 months on identifying the necessary project infrastructure and design, construction and financing mechanisms to provide the necessary electrical power to serve certain areas of the City.

### **ALTERNATIVES:**

1. Adopt Resolution No. 2019-62 authorizing the formation of a municipally owned utility to provide electrical service as may be deemed necessary. Delegate authority to staff to the City Manager to execute the attached Letter of Intent with Lamb Energy, Inc., as approved to form by the City Attorney. Staff recommends this option. This alternative will provide a municipally owned utility framework that will allow for implementation of actual services to new development and under-served areas for power, as needed by the City.  
Do not adopt Resolution No. 2019-62 authorizing the formation of a municipally owned utility to provide electrical service as may be deemed necessary. Do not delegate authority to the City Manager to execute the attached Letter of Intent with Lamb Energy, Inc., as approved to form by the City Attorney. Staff does not recommend this option. The ability to

effectively address certain utility delivery in the future may limit the City's ability to foster economic development, rate stability and rate savings in new development and under-served areas for power.

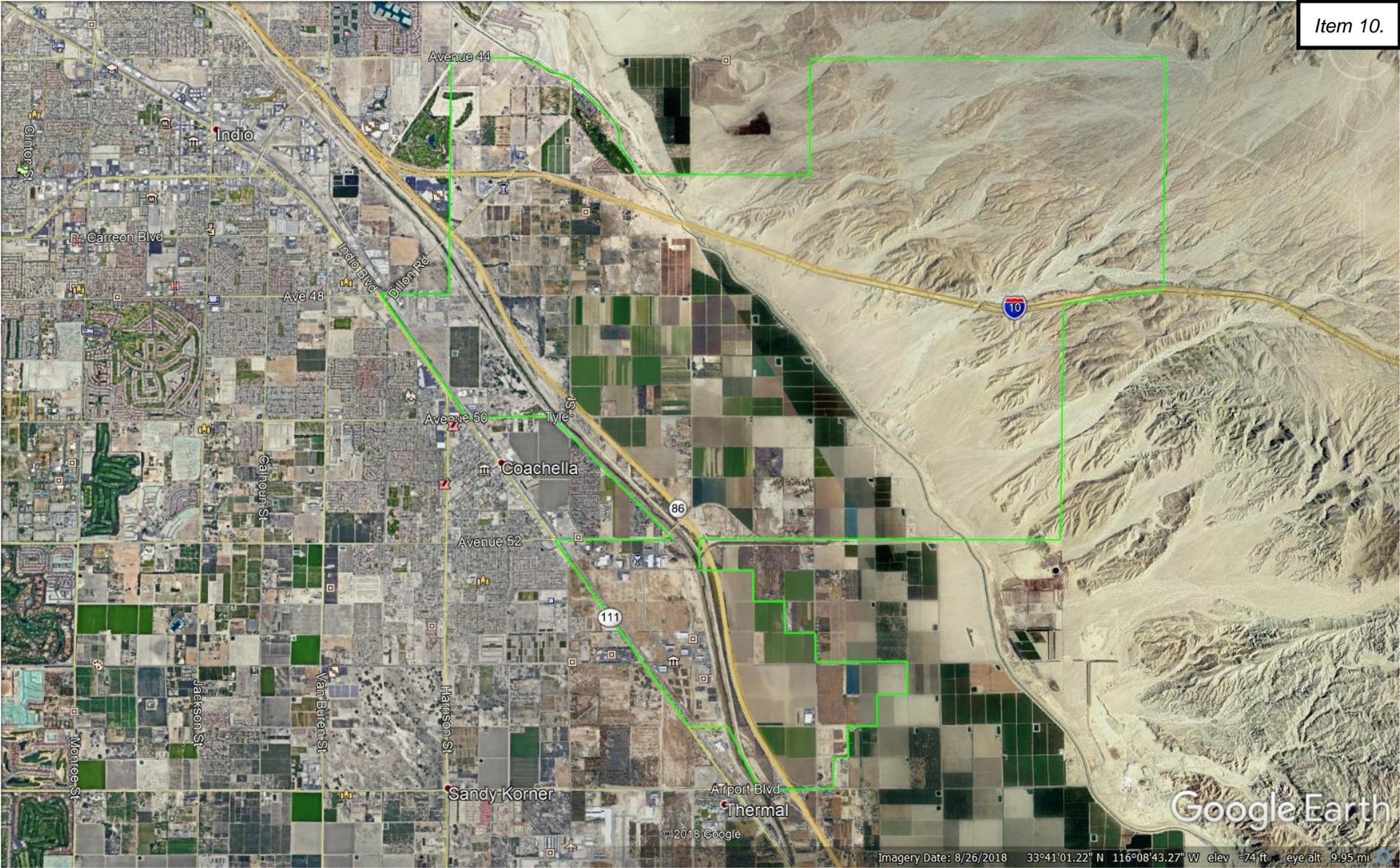
**FISCAL IMPACT:**

The creation of a municipally owned utility does not create any financial obligation or commitment until such time as the City Council, acting as the authority, elects to take action on future electric service. Approval of the Letter of Intent does not place any financial obligation on the City as the City and Lamb Energy are agreeing to continue discussions on the development of electrical facilities and infrastructure within the Auto Wrecking Zone and Industrial Zone. When required, capital improvements would be subject to the terms and conditions of a project agreement and other necessary documents upon identification of a particular project to serve these areas. No funds are being requested at this time.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends that the City Council adopt Resolution No. 2019-62 authorizing the formation of a municipally owned utility to provide electric services, as needed. Staff recommends that the City Council delegate the authority to the City Manager to execute the attached Letter of Intent with Lamb Energy, Inc., as approved to form by the City Attorney.

Attachments: City Map



**RESOLUTION NO. 2019-62**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CREATION OF A LIMITED MUNICIPALLY OWNED UTILITY FOR THE PURPOSE OF PROVIDING ELECTRICAL UTILITY SERVICES, AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Coachella (“City”) is a municipal corporation organized, formed and incorporated under the laws of the State of California on December 13, 1946; and

**WHEREAS**, the City has a “Council-Manager” general law form of government where the City Manager is appointed by the City Council and is the Chief Executive Officer of the Municipal Corporation, and the Council serves as the board of directors of the municipal corporation and meets in a public forum; and

**WHEREAS**, the City Council consists of the Mayor, Mayor Pro Tem, and three members, all elected by City residents at large; and

**WHEREAS**, the City Council establishes city policies, approves ordinances and resolutions, makes land use decisions, approves agreements and contracts, and hears appeals on decisions made by City staff or advisory committees; and

**WHEREAS**, the California Constitution, art. XI, section 9(a), California Public Utilities Code § 10004, and California Government Code § 39732(a) empower a municipal corporation to establish, purchase, lease, own and operate public works and utilities to furnish its jurisdiction with electrical power; and

**WHEREAS**, the City seeks to ensure that its citizens and businesses are provided with utility services that meet the current and future needs of the community, that utilize advanced technology, that provide services at rates that are fair and reasonable, that provide high quality customer service, that provide alternatives to existing service providers, and that protect the health, safety, and welfare of its citizens; and

**WHEREAS**, the City seeks to form a municipally-owned utility system consistent with California and Federal law, through which it may elect to provide electric and gas utility services to customers located within the City; and

**WHEREAS**, the City has consulted with various experts to identify the prospective benefits of establishing a municipally owned utility; and

**WHEREAS**, the City has identified numerous benefits that may arise from providing municipally owned utility services, including, but not limited to, additional revenues for community improvements, the ability to offer competitive rates to citizens and businesses for utility services, and the need to serve new development and under-utilized areas of the City; and

**WHEREAS**, the City Council has determined that the formation of a municipally-owned utility could significantly enhance the quality of life and provide significant benefits to the citizens and businesses of the City.

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

1. The above recitals are true and correct and are incorporated herein by reference as an operative portion of this Resolution.

2. The establishment of a municipally-owned electric utility (the “Municipal Utility”) is not a “project” as that term is defined in the California Environmental Quality Act (“CEQA”). An activity is a “project” subject to CEQA only if it has the potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect change in the environment. (State CEQA Guidelines, § 15378). The mere creation of the Municipal Utility is an organizational or administrative activity of government that would not result in a reasonably foreseeable direct or indirect physical change in the environment, as the establishment of the Municipal Utility only involves such actions as identifying potential service areas and evaluating potential utility rates, which are administrative in nature and do not commit to any specific projects. (State CEQA Guidelines, § 15378(b).)

3. The City of Coachella does hereby establish a Municipal Utility to provide electric service in the City of Coachella.

4. The City Manager, or designee, is hereby authorized to take all necessary steps to create and establish the Municipal Utility, with the power evaluate the areas, manner, and rates for the potential provision of various electric utility services.

5. The Municipal Utility may provide electric and gas service within the boundaries of the City of Coachella to new development and other areas within the City, as determined by the City Manager following appropriate evaluation and study and with approval by the City Council.

6. The City Council will determine and may amend, from time to time, the nature of utility service provided by the Municipal Utility.

7. The City Manager, or designee, is hereby authorized to take all necessary actions to provide for the study of the operation and maintenance of the Municipal Utility, including, but not limited, to:

- a. Identifying potential new development and areas within the City that should be served by the Municipal Utility;
- b. Negotiating agreements with consultants, special counsel, underwriter(s), and financial advisors in connection with regulatory, legal, or financial matters for approval by the City Council;
- c. Identifying power procurement and electric service distribution needs;
- d. Recommending utility rates and terms of service; and

e. Determining what additional staffing is required, if any.

8. The Mayor (or in the Mayor’s absence, the Mayor Pro-Tem), the City Manager, or their designees are hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts necessary or proper for carrying out the transactions contemplated by this Resolution.

9. This Resolution shall be effective immediately after its adoption by the City Council, and shall be certified by the City Clerk.

10. The record of proceedings upon which this Resolution is based may be accessed at City Hall, and the custodian of such records shall be the City Clerk.

**PASSED, APPROVED and ADOPTED** this 31<sup>st</sup> day of July, 2019.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF COACHELLA )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-62 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of November 2019 by the following vote of Council:

AYES:

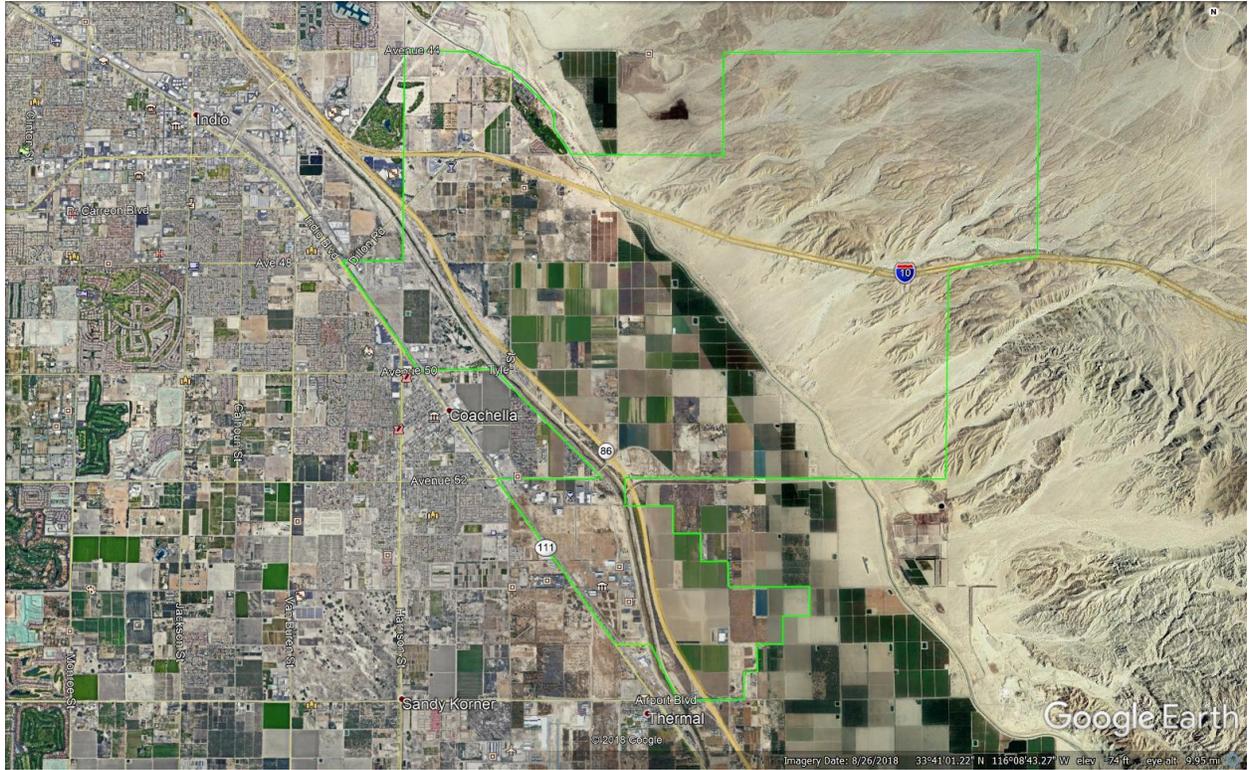
NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

**EXHIBIT A**  
**Service Area**



**Successor Letter of Intent  
Between the City of Coachella and Golden State Energy Services  
for  
Development of the Energy Infrastructure Project  
and Sale-Leaseback to City Utility**

**Background**

Lamb Energy, Inc., a California corporation (“LEI”) and the City of Coachella (“City”), a California general law city, entered into a Memorandum of Understanding dated October 30, 2017 (“2017 MOU”), pursuant to which LEI agreed to develop proposals for a public private partnership to provide electrical infrastructure and energy for new economic development areas that currently do not have sufficient capacity for electrical service.

Pursuant to that 2017 MOU, LEI through its affiliate, Golden State Energy Services, Inc. (“GSES”), worked over a period of months in coordination with the City and in subsequent discussions with the Imperial Irrigation District (“IID”) to develop a project structure whereby a private developer will build, finance and operate a new substation and distribution grid (“Infrastructure”) to connect the properties in and around the Coachella Industrial Business Park (“Project Area”) to the electrical transmission infrastructure of IID. It was also the intent of the parties to enter into contracts with IID and GSES to purchase and deliver electrical energy to such properties to allow for new industrial and agricultural development. The various transactions and contracts necessary to complete the Infrastructure and provide energy to the Project Area were referred to as the “Project”.

It was further anticipated that the City would form a special tax district to secure the payment of assessments by the owners of the properties within the Project Area to repay the private financing obtained to build the Infrastructure, pay the costs associated with the Project and provide for any compensation payable to the parties participating in the Project. This Project was memorialized in the Letter of Intent between the parties dated February 20, 2018.

Subsequent discussions with IID did not result in acceptable arrangements to deliver energy to the Project of the IID system. As such, the parties desire to reassess the structure of the Project. This successor Letter of Intent between the City and GSES (termed “Parties” for the purposes of this Successor LOI) will serve as a statement of our mutual intent to negotiate and implement the various agreements which are set forth in herein:

**Project Structure**

The terms and conditions of this Successor Letter of Intent and of the proposed project are as follows:

1. **Project Structure.** The intent of the Parties is that the project will be implemented pursuant to the structure set forth herein. The Parties acknowledge that as the development and implementation of the Project moves forward, it may be necessary or desirable to change certain aspects of the project for legal, regulatory and/or economic issues or changes in circumstances or to respond to issues raised by third parties, and the

Parties will work together cooperatively to accommodate such changes provided that they do not materially change the rights and obligations of the Parties hereunder.

a. Formation of Municipal Utility. It is the City's intent to pass appropriate resolutions and take all other needed actions to establish a municipally-owned electricity enterprise with the requisite legal authorities to serve retail electric needs of retail customers within economic development areas at a minimum, and perhaps in other areas of the City. The City would be the exclusive provider of electric service in all applicable areas and a requirement to take electric service from the City would be a condition of permitting development within the applicable areas.

b. Facilities Construction. GSES will undertake the financing, design, construction and ownership of the all facilities in compliance with all applicable legal requirements. In addition to the utility electrical facilities, a private on-site grid is currently necessary for the project. The private on-site grid in the economic development areas at a minimum and perhaps in other areas will be developed and operated by an affiliate of GSES.

c. Facilities Lease. The Facilities will be leased by the City for a period of thirty (30) years for the purpose of allowing the City to serve the new energy load generated by the Customers. The Facilities lease will set forth all of the obligations of the City with respect to the Facilities.

d. Operation and Maintenance Agreement. The City will contract back with GSES to operate and maintain the Facilities pursuant to an operations and maintenance Agreement.

e. Billing and Collection Services. The City will enter into a billing services agreement with an affiliate of GSES in a form that is reasonably acceptable to the Parties with respect to the billing and collection services to be performed by such affiliate of GSES. The electrical bills to the Customers will include cost components for all elements required to deliver safe, reliable and cost-effective electrical service to the Customers, including additional components for the cost to finance, construct, operate and maintain the facilities and provide a service fee to the City. The designated GSES affiliate will deliver all payments received from the Customers to a designated bank account that will be a lockbox for the payment of all expenses. This lockbox will be held by a federally insured bank that is licensed to do business in the State of California and hold deposits of government entities pursuant to the requirements of the California Government Code. Once payments are deposited in the lockbox, they will be allocated and distributed to GSES (and its affiliates, as applicable), and the City and any other party that is designated by the Parties in accordance with the terms and conditions of a separate agreement. In particular, GSES may give instructions to allocate a portion of applicable fees to one or more lenders to cover debt service. The Parties will work together to coordinate documentation and ensure timely billing cycles.

f. Energy Provider. The City will enter into a power procurement agreement with GSES to procure energy and energy related services to provide power to applicable areas. It is currently anticipated that GSES will arrange for the provision of energy needed to serve the Customers on behalf of the City initially through the installation of on-site generation, followed by the construction and interconnection of the City-owned utility to the applicable transmission provider.

g. Customer Agreements. City will enter into service agreements in a form whereby the customers located in the applicable areas will commit to purchase their energy and energy delivery services exclusively from the City for a period of no less than ten (10) years.

Negotiation of Definitive Agreements and Exclusive Dealing. For a period of 12 months from the date of execution of this Successor Letter of Intent until the earlier of the signing of the all necessary agreements or the termination of this Successor Letter of Intent, City shall not directly, or indirectly, through any representatives or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person or entity other than GSES, relating to the establishment of and provision of services within City utility.

2. Approvals and Consents. Each Party will be responsible for securing each and every internal or external consent and approval as may be necessary or desirable in order to enable such Party to fully implement and operate the utility contemplated in this Successor Letter of Intent, including without limitation of the foregoing, each and every consent or approval of any regulatory body having jurisdiction.

3. Power and Authority. Each of the Parties hereby represents and warrants to the other Party that it has full power and authority to enter into this Successor Letter of Intent and that, to the extent of the binding provisions hereof, this Successor Letter of Intent is enforceable against such Party in accordance with its terms.

4. City Permits and Approvals. GSES will be required to comply with the regular City permitting process for the design and construction of all facilities. GSES will be responsible for paying all regular permit fees, but the City will not require GSES to reimburse the City for staff time incurred in reviewing and issuing local permits for the Facilities.

5. Project Costs.

(a) It is anticipated that the costs of the establishment of the City utility will ultimately be paid in full from the collection of rates and assessments in connection with the provision of energy service within the utility and that all compensation, including profit, in connection with operation of the utility will derive from such payments.

The City will bear its own costs and expenses in connection with the negotiation of this Successor Letter of Intent and all subsequent agreements and the City will carry out its obligations under those agreements at its own expense, subject to the right to charge energy users within the utility fees or surcharges to recoup administrative costs and expenses associated with its role in the Project. It is understood and agreed that the City will not subsidize the cost of electrical service to the Project Area. The City will not be responsible for any costs incurred by GSES, its partners or affiliates.

6. Termination. Unless extended or terminated by mutual written agreement of the parties, this Letter shall terminate upon the earlier of (a) the execution of all necessary agreements, or by the termination of this Letter by GSES or City at any time after 11:59 p.m. on the last day of the Negotiation Period. Upon such termination, no party shall have any obligation or liability to the other party, except for any breach or violation of the terms of this Successor Letter of Intent as provided herein.

This Letter of Intent may be signed in counterparts, each of which when so signed and delivered by PDF or mail shall be deemed an original, all of which taken together shall constitute one agreement.

If you agree to the foregoing, please return a signed copy of this Successor Letter of Intent to the undersigned at the address set forth above.

Golden State Energy Services, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED AND APPROVED:

City of Coachella

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**STAFF REPORT**  
**11/13/2019**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Maritza Martinez, Public Works Director  
**SUBJECT:** Provide staff direction for 2019 Hometown Heroes Honorees.

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**STAFF RECOMMENDATION:**

Provide staff direction for 2019 Hometown Heroes Honorees.

**BACKGROUND:**

The “Hometown Heroes” monument was created to recognize people who have contributed to the community and culture of our community. Currently, our “Hometown Heroes” include the following:

- Cesar Chavez; Civil Rights and Labor Leader
- Leonila Torres; Community Leader
- Linda Garza; Government Employee
- Elvira Acosta Murillo; Community Leader
- Severio “Cosmo” Lira Jr.; Commitment to Youth
- Raquel G. Medina; Community Volunteer
- Rich Ramirez; Educator and Mentor
- Chauncey Veatch; Educator and Mentor
- Juan Torres; Entrepreneur and Business Leader
- Father Juan Romero; Religious and Spiritual Leader
- Joe and Maria Celia Munoz; Exceptional Citizens
- Julio Diaz, Antonio Diaz and Joel Diaz; Boxing Family Champions
- Eugenia Ortiz; Community Leader and Activist
- Clementine Olloque, Maria Carmona-Marron, Maria Serrano, Maria Munoz; Community Leaders and Activists
- Organización en California de Lideres Campesinas; Leaders and Community Activists
- Caballero Family, Boxing Family Champions
- Chris Romero, Exceptional Citizen
- Mary Lou Torres, Exceptional Citizen and Advocate
- Merlyn Hamner, Historian
- Joe Vega; Postmaster and Exceptional Citizen
- Lee Espinoza; Coach and Mentor
- CYSAS La Laja; Youth Sports Leaders

- Vanessa Madera; Youth Sports Leader
- Joe Ceja; Educator and Mentor
- Deputy David Solis; Exceptional Valor
- Mayor Yolanda R. Coba; Community Leader
- Enedina Rapan; Community Activist
- Enedina Rapan, Jesus Mota, Maria Hernandez, Prospero Montes, Jesus Sanchez; Inspirational Community Mentors
- Gabriela Fundora; Youth Sports Leader
- Citlalli Ortiz; Youth Sports Leader

**DISCUSSION/ANALYSIS:**

Annually during the City's Tree Lighting Ceremony the City has recognized individuals / organizations as Hometown Heroes; staff recommends selecting two (2) or (3) recognitions per year. In April 2019, staff was advised of a single recommendation for 2019 Hometown Hero consideration – Cesar Sanchez, Entrepreneur and Business Leader. Since that time staff has not been provided any additional recommendations for Hometown Hero by City Council and is requesting direction for 2019 Hometown Hero nominees.

**FISCAL IMPACT:**

The cost of each plaque to honor a Hometown Heroes is approximately \$400.00 each. These costs are budgeted for in the approved FY 19/20 budget and will not have a negative impact on the approved budget.



**STAFF REPORT**  
**11/13/2019**

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

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

**SUBJECT:** Provide direction in selection of new signage and name of new civic building located at 53990 Enterprise Way, Coachella.

**STAFF RECOMMENDATION:**

Provide direction in selection of new signage and name of new civic building located at 53990 Enterprise Way, Coachella.

**EXECUTIVE SUMMARY:**

The acquisition of the new civic building located at 53990 Enterprise Way, was originally anticipated to be named the Coachella Permit Center. Currently, tenant improvements to this facility have been completed and all of Coachella City Hall services have been relocated to this facility. The new remodeled facility at 53990 Enterprise Way does not have permanent signage. Attached are three different signage design options for this facility; all design options are attached and each design option is presented as both Coachella City Hall and Coachella Civic Center. Staff is requesting direction on the selection of both the design and formal naming of this new civic building.

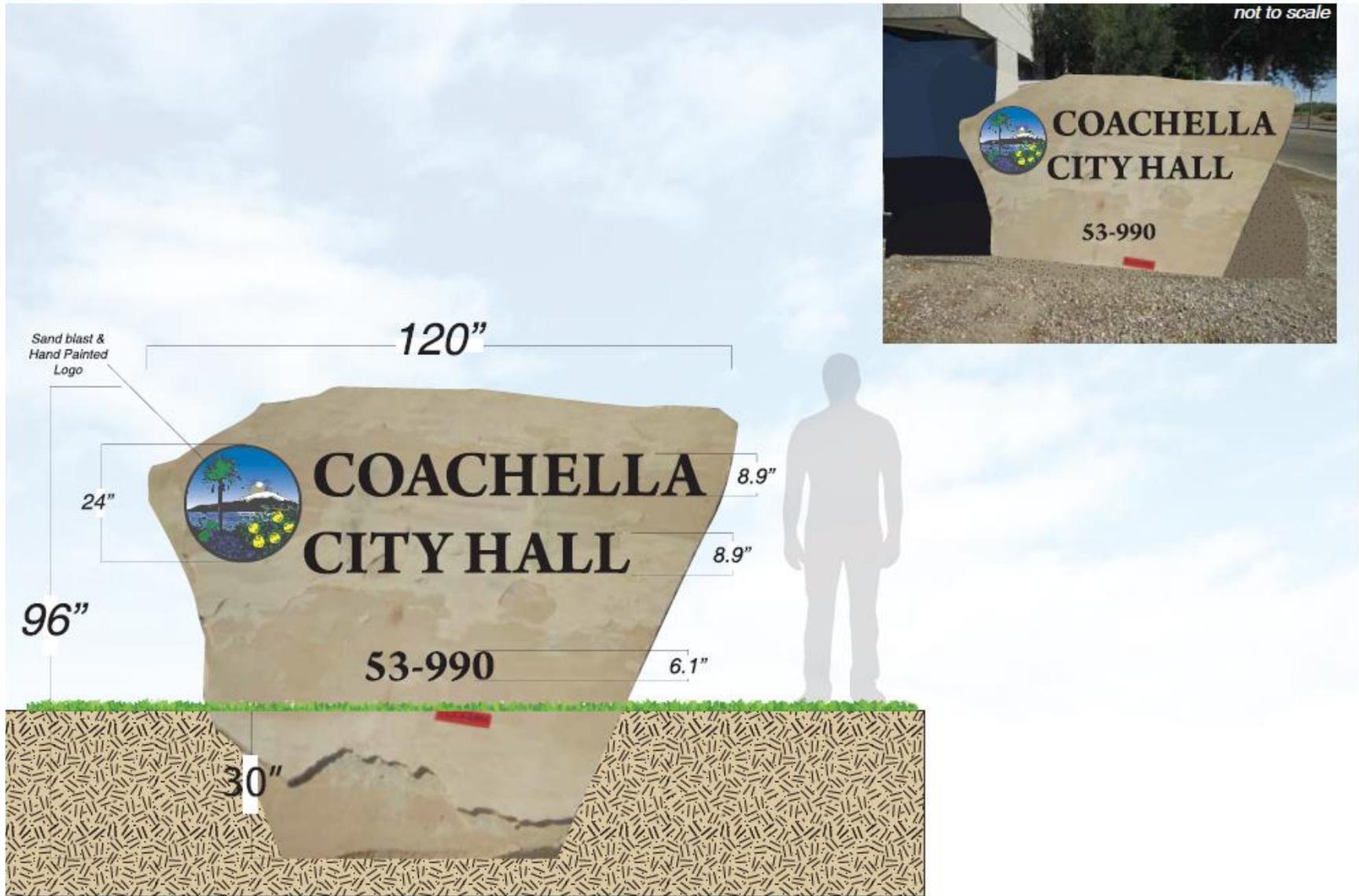
**ALTERNATIVES:**

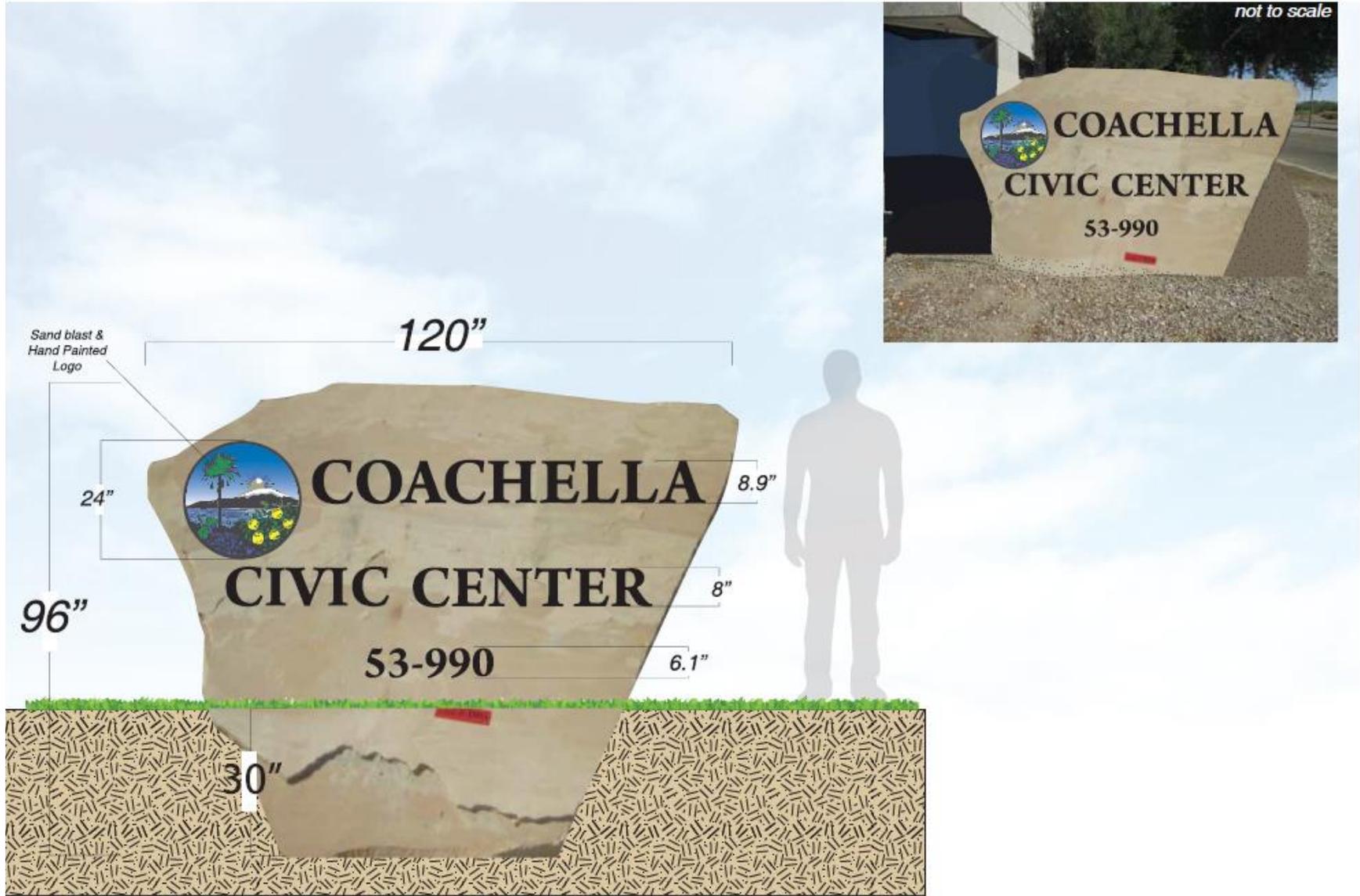
1. Selection of design option A1 and naming facility Coachella City Hall.
2. Selection of design option A2 and naming facility Coachella Civic Center.
3. Selection of design option B1 and naming facility Coachella City Hall.
4. Selection of design option B2 and naming facility Coachella Civic Center.
5. Selection of design option C1 and naming facility Coachella City Hall.
6. Selection of design option C2 and naming facility Coachella Civic Center.

**FISCAL IMPACT:**

All design options range from \$10,500 - \$13,000 and are within the allocated budget for the improvements to the building site.

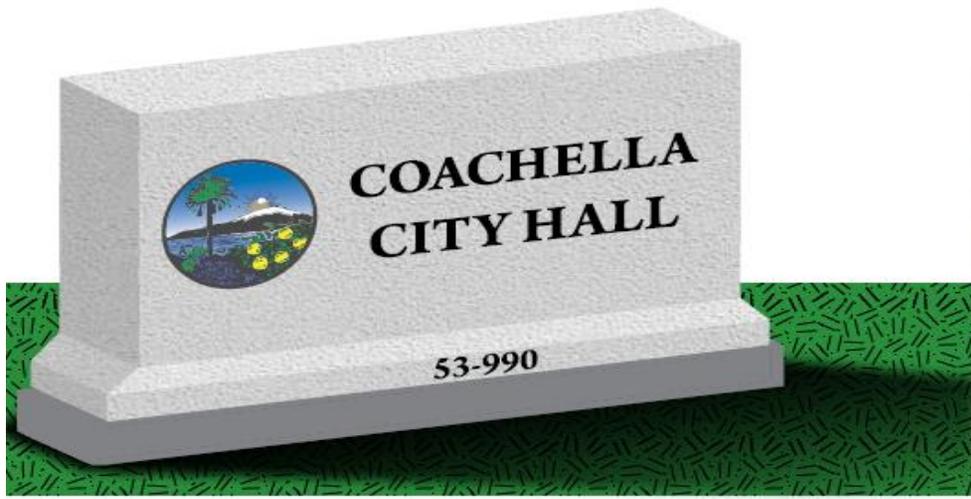
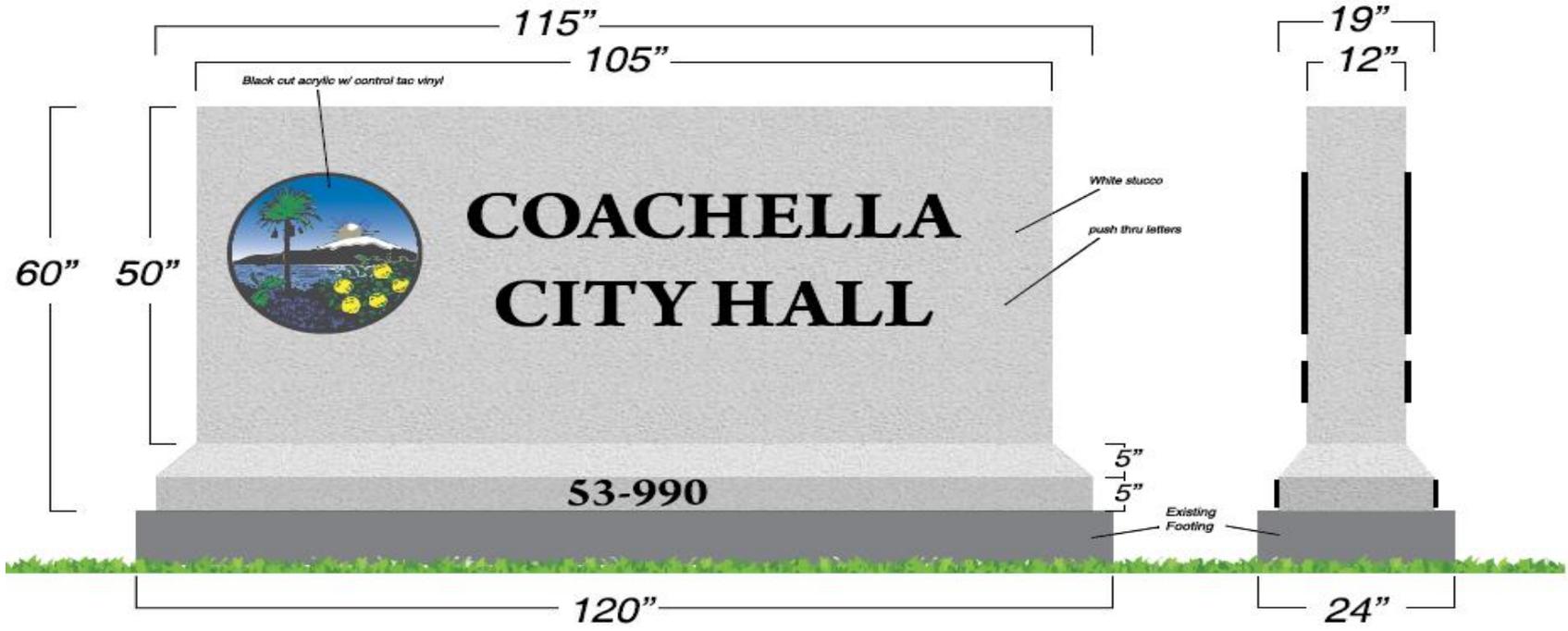
Attachment – Design Options A1, A2, B1, B2, C1, C2

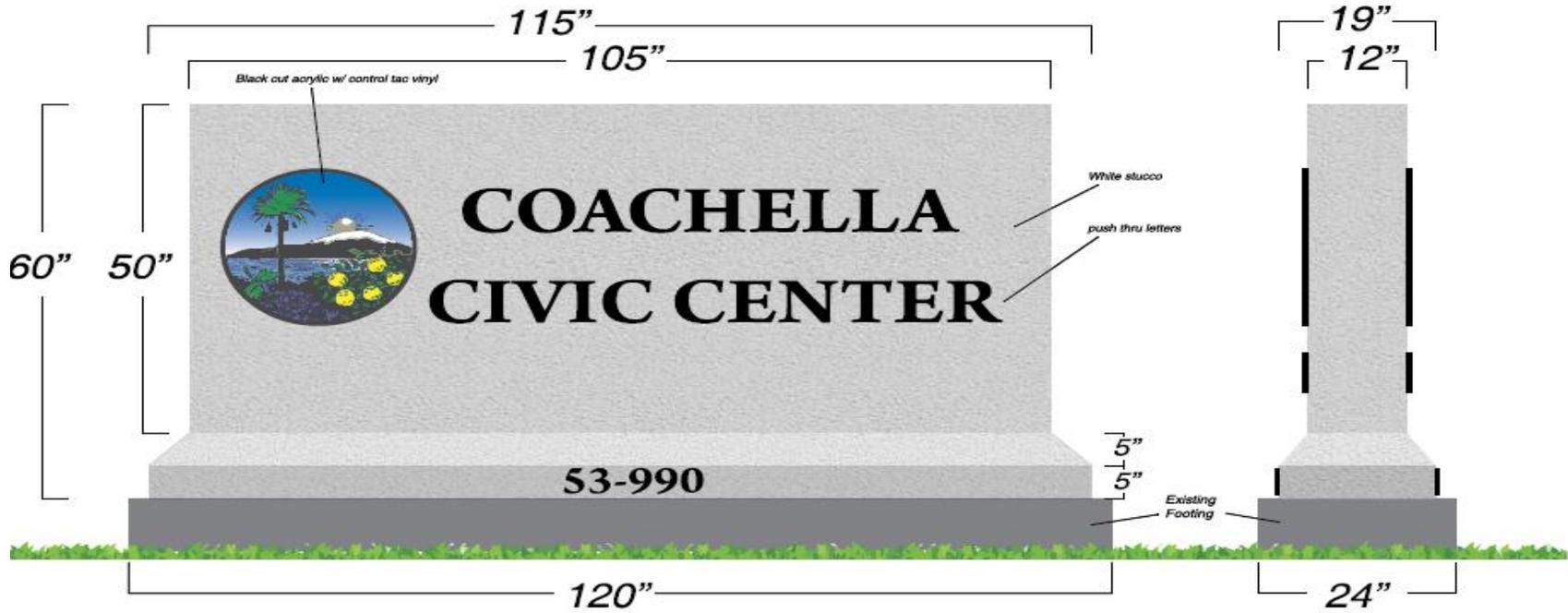














**STAFF REPORT**  
**11/13/2019**

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

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

**SUBJECT:** Approve lease agreement between the City of Coachella and Greater Coachella Valley Chamber of Commerce for property at 1515 Sixth Street, Coachella; approve termination of current lease for property at 1258 Sixth Street.

**STAFF RECOMMENDATION:**

Approve lease agreement between the City of Coachella and Greater Coachella Valley Chamber of Commerce for property at 1515 Sixth Street, Coachella; approve termination of current lease for property at 1258 Sixth.

**EXECUTIVE SUMMARY:**

Due to the acquisition of the Coachella Permit Center and the relocation of city permitting services to that city facility additional office space is available at 1515 Sixth Street, Coachella. On September 5, 2019, the Economic Development Subcommittee (Committee) was presented with the option of leasing the Administration Division office to the Greater Coachella Chamber of Commerce (GCVCC). The Committee response to staff's presentation was in support of this proposal. Currently, the Chamber operates from a city leased property located at 1258 Sixth Street. Should Council recommend approval of the proposed lease, staff is also requesting authorization to terminate existing lease with GCVCC as of December 31, 2019 (which would align with the start of the proposed new lease). The overall proposed relationship established by the newly proposed lease agreement document is as follows:

- Square Footage = 1,600 square feet of office space
  - Shared Parking Lot Access = 8,000 square feet
  - Shared Access to Council Chambers = 988 square feet
- Rent = \$560.00 per month (\$0.35 x 1600 sq ft = \$560.00)
- Term = two years; with automatic annual renewals; initial term Jan.1, 2020-Dec 31, 2021
- Utilities = Lessee to pay for telephone, internet and cable
- Maintenance/Janitorial = to be completed by Lessee for said property with the exception of bi-annual carpet flooring maintenance and heating and cooling systems.
- Insurance = to be provided by Lessee for said property

**FISCAL IMPACT:**

No fiscal impact.

- Attachments:  
Proposed Lease  
Current Lease

## CITY OF COACHELLA

### LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of September 22, 2010 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the Coachella Chamber of Commerce, a non-profit corporation (the "Lessee"), with reference to the following facts:

#### RECITALS

A. Lessor is the owner of certain real property located at 1258 Sixth Street, in the City of Coachella, County of Riverside, described in more detail in attached Exhibit "A" incorporated herein by this reference (the "Premises"); and

B. Lessee desires to lease from Lessor the Premises as described in more detail in attachment Exhibit "A" for purposes of providing Coachella Chamber of Commerce services and programs to businesses and residents of the City of Coachella and for all activities incidental or necessary to accomplish said purpose; and

C. Lessee's lease of the Premises will be in the public interest and will promote the general welfare of the resident of the City; 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 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" includes a 6,288 square foot lot and building. 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 term of the Lease shall be for a three (3) year period commencing on July 1, 2010 and terminating on June 30, 2013 (the "Term").

4.2 Extension of Term. Following expiration of the Term, unless and until Lessee or Lessor delivers a Notice of Termination in accordance with Section 13, the term of this Lease shall automatically be extended by successive one (1) year periods beginning on July 1 of the subject year and expiring on June 30 of the following year (individually and collectively, the "Extended Term").

5. Rent.

5.1 Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor as minimum annual rent the sum of One Dollar and No Cents (\$1.00) per year. Lessee shall pay Lessor all sums due for minimum annual rent without deduction, set off, prior notice, or demand, in advance on the first day of each rental year commencing on July 1, 2010 and continuing throughout the term of this Lease.

5.2 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on July 1, 2013 and on July 1 of each successive year during the Extended Term the minimum annual rent shall be the sum of One Dollar and No Cents (\$1.00) per year unless renegotiated between the Lessor and Lessee.

5.3 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 22.

6. Security Deposit. No security deposit shall be required under this Lease.

7. Utilities, Maintenance and Insurance.

7.1 Utilities. Commencing March 1, 2011, Lessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Lessee on the Premises, including, without limitation, electricity, telephone, internet, water, sewer and trash removal services, and Lessee shall pay for any and all charges for establishment or connection of utility services to the Premises.

7.2 Maintenance. With the exception of the building roof, heating and air conditioning unit and major plumbing repairs due to aging, 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.

7.3 Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's

sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

a. 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 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.

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.

8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.

9. Security Alarm Monitoring Services. The Lessee agrees to provide at its sole cost and expense security alarm monitoring services for the leased Premises.

10. Use. Lessee shall use and occupy the Premises for purposes of providing Chamber of Commerce services and programs to businesses and residents of the City of Coachella and for all activities incidental or necessary to accomplish said purpose, and for no other purpose. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

11. Hazardous Substances and Hazardous Materials.

11.1 Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et 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.

11.2 Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

12. Improvements.

12.1 Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor.

12.2 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.

12.3 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 alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. 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.

12.4 Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

13. Termination. Within ninety (90) days prior to expiration of the Term and at any time during any Extended Term hereof, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with ninety (90) 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.

14. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor.

15. Lessor's Consent Required. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion.

16. Assignment and Subleasing. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.

17. Use of Premises by another Party. The Premises may be used by any person or party other than the Lessee, its officers, employees and agents and patrons of the Coachella Chamber of Commerce with the prior written consent of the City Manager.

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 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.

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 hereinbelow by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopied. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor: City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Attn: City Manager

To Lessee: Coachella Chamber of Commerce  
1258 Sixth Street  
Coachella, CA 92236  
Attn: Executive Director

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. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

25. Time of Essence. Time is of the essence of this Lease.

26. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

27. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PROVISIONS ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

**LESSEE:**  
COACHELLA CHAMBER OF COMMERCE,  
a non-profit corporation

By: [Signature]  
Name: Cynthia Tinoco  
Title: CEO

**LESSOR:**  
THE CITY OF COACHELLA  
a California municipal corporation

By: [Signature]  
Eduardo Garcia, Mayor  
City of Coachella

*Attest:*

By: [Signature]  
Isabel Castillon  
City Clerk  
City of Coachella

*Approved as to Form:*

By: [Signature]  
Best Best & Krieger LLP  
City Attorney

EXHIBIT "A"

**DESCRIPTION OF PREMISES**

The City of Coachella (Lessor) owns real property located at 1258 Sixth Street, in the City of Coachella, County of Riverside, State of California. The property consists of a 6,288 square foot lot and building.

Exhibit "B"

**SURVEY OF LEASED PREMISES**

No survey was completed by Lessee

**LEASE AGREEMENT**

**BETWEEN THE CITY OF COACHELLA AND**

**GREATER COACHELLA VALLEY CHAMBER OF COMMERCE**

THIS LEASE AGREEMENT (the "Lease") is made as of November 13, 2019 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the GREATER COACHELLA VALLEY CHAMBER OF COMMERCE, a non-profit organization (the "Lessee"), with reference to the following facts:

RECITALS

- A. The Lessor owns a civic building located at City Hall 1515 Sixth Street, Coachella, CA 92236, which is described in Exhibit A and totals 9,589 square feet (the "Building").
- B. Lessee desires to lease 10,588 square feet of the Building and Parking Lot (the "Premises") from the Lessor, described in more detail in Exhibit "A" for purposes of provided Chamber of Commerce services and programs to businesses and residents of the City of Coachella and for all activities incidental or necessary to accomplish said purpose. Of the 10,588 square feet 1600 square feet is office space exclusively for use by the Lessee; and
- C. Lessor will retain usage and access to two offices located at the entrance of the current Administration Division – approximately 420 square feet – as described on Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises described in Exhibit A amount to an area of approximately 10,588 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit B as the description of the Premises.
4. Term of Lease. The original term of the Lease shall be for a two (2) year period commencing on January 1, 2020 and terminating on December 31, 2021 (the

"Term"). Following expiration of the Term, unless and until Lessee or Lessor delivers a Notice of Termination in accordance with Section 11, the term of this Lease shall automatically be extended by successive one (1) year periods beginning on January 1 of the subject year and expiring on December 31 of the following year (individually and collectively, the "Extended Term").

5. Rent.

Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor monthly rent in the sum of Five Hundred Sixty Dollars and No Cents (\$560.00). Lessee shall pay Lessor all sums due for monthly rent without deduction, set off, prior notice, or demand, in advance of the 27<sup>th</sup> day of each month and continuing through the term of this Lease.

5.1 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on January 1, 2022 and on January 1 of each successive year during the Extended Term the monthly rent shall be Five Hundred Sixty Dollars and No Cents (\$560.00) unless renegotiated between the Lessor and Lessee.

5.2 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities with the exception of: electricity, trash, water, sewer and alarm system for the Premises.
- b) Maintenance. Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease. Lessee agrees to maintain the leased premises in the same condition as when received, wear and tear in the usual and ordinary operation by Lessee; provided Lessor agrees to repair and maintain all exterior walls, the roof and other structural portions of the building, except for damages caused by Lessee, its officers, agents and patrons of the Greater Coachella Valley Chamber of Commerce. Lessor further agrees to: 1) maintain and keep in good working condition the heating and cooling system including normal servicing and preventative maintenance and 2) provide carpet

floor maintenance bi-annually or as needed due to unforeseen circumstances.

- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term thereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
- i. General Liability Insurance. Broad-form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.
  - ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

- iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
  - iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.
7. Use. Lessee shall use and occupy the Premises for purposes of providing Chamber of Commerce services and programs and for all activities incidental or necessary to accomplish said purpose, and for no other purpose. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.
8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.
9. Hazardous Substances and Hazardous Materials.
- a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.
  - b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or

losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

#### 10. Improvements.

- a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor, which would not be unreasonably withheld.
- b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.
- c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.
- d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or

materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

11. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.
12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which would not be unreasonably withheld.
13. Assignment and Subleasing. Lessee shall not assign, or mortgage, this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.
14. Use of Premises by Lessor. The Premises will be used as administrative office space and programming for the Lessee; however, the Lessor still has access and use of two offices, approximately 420 square feet identified in Exhibit C.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in

defending any such claim. The provisions of this Section shall survive termination of this Lease.

- 17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
  
- 18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.
  
- 19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor  
City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
Attn: Maritza Martinez  
Phone: (760) 501-8111  
E-mail: [mmartinez@coachella.org](mailto:mmartinez@coachella.org)

To Lessee

Greater Coachella Valley Chamber of Commerce  
1515 Sixth Street  
Coachella, CA 92236  
Attn: Joshua Bonner  
President and CEO  
Phone: (760) 972-4628  
E-mail: [jbonner@gcvcc.org](mailto:jbonner@gcvcc.org)

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.
21. Time of Essence. Time is of the essence of this Lease.
22. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
23. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

**LESSEE:**

**Greater Coachella Valley Chamber of Commerce**

California Non-Profit Organization

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

Toni Merrihew, Board Chair

**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: \_\_\_\_\_

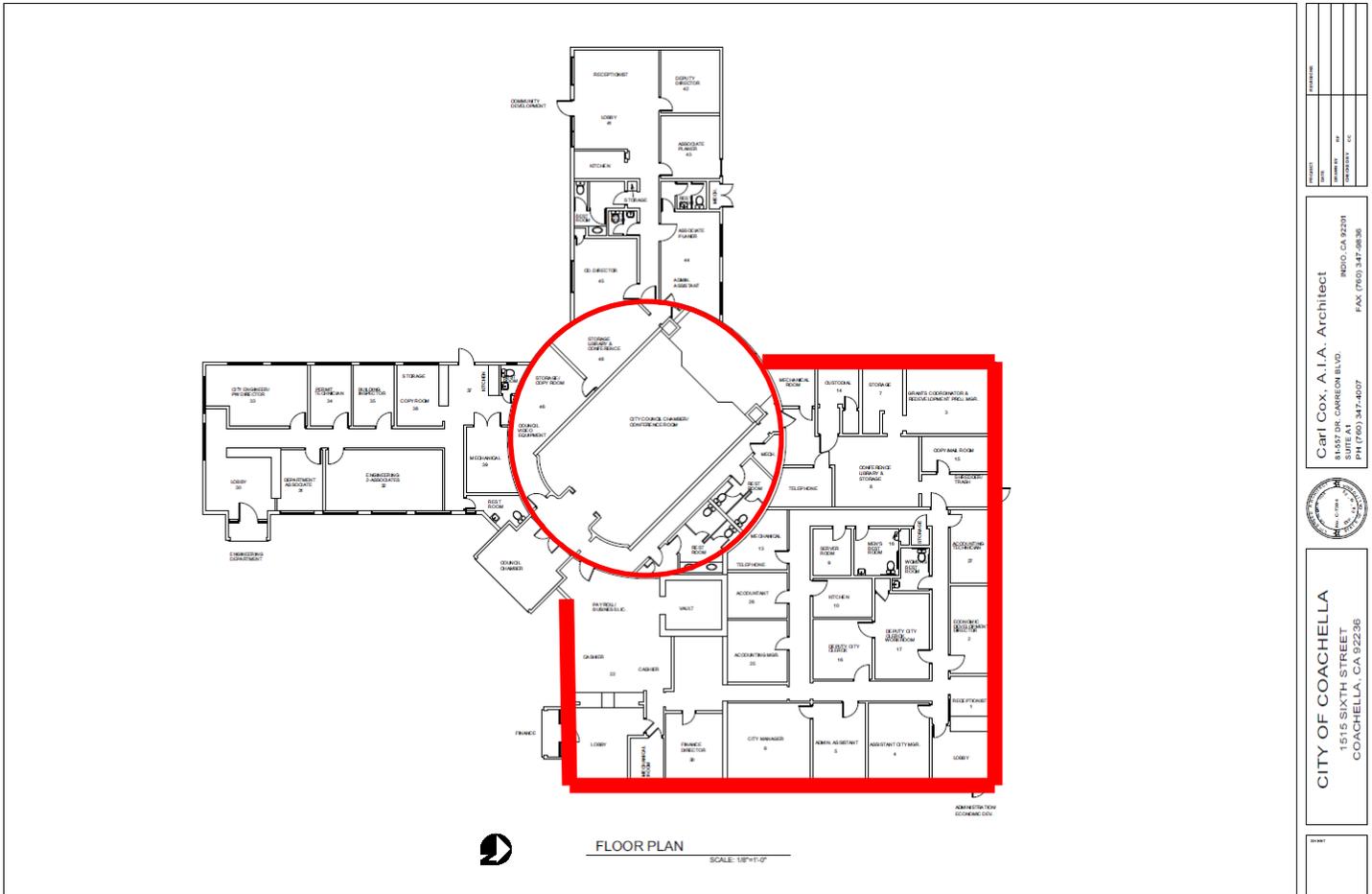
Best, Best & Krieger LLP

City Attorney

DESCRIPTION OF BUILDING:

The City of Coachella (Lessor) owns real property (approximately 9,589 square foot "Building") located at 1515 Sixth Street, Assessor Parcel Numbers: 009-618-472, in the City of Coachella, County of Riverside, and the State of California. The total leased space is approximately 10,588 square feet ("Premises").

- Administration Division (1600 square feet), Council Chambers (988 square feet) and Parking Lot (8,000 square feet)



DATE	REVISION

Carl Cox, A.I.A. Architect  
 81502 DR. CARLETON BLVD.  
 SUITE A1  
 PM (760) 347-8007  
 RIVERSIDE, CA 92504  
 FAX (760) 347-8007

CITY OF COACHELLA  
 1515 SIXTH STREET  
 COACHELLA, CA 92236

**EXHIBIT "B"**

**Item 13.**

**SURVEY OF PREMISES**

*Pending*

**EXHIBIT "C"**

**Item 13.**

**Office and Conference Room Use of Premises by the Lessor and Lessee:**

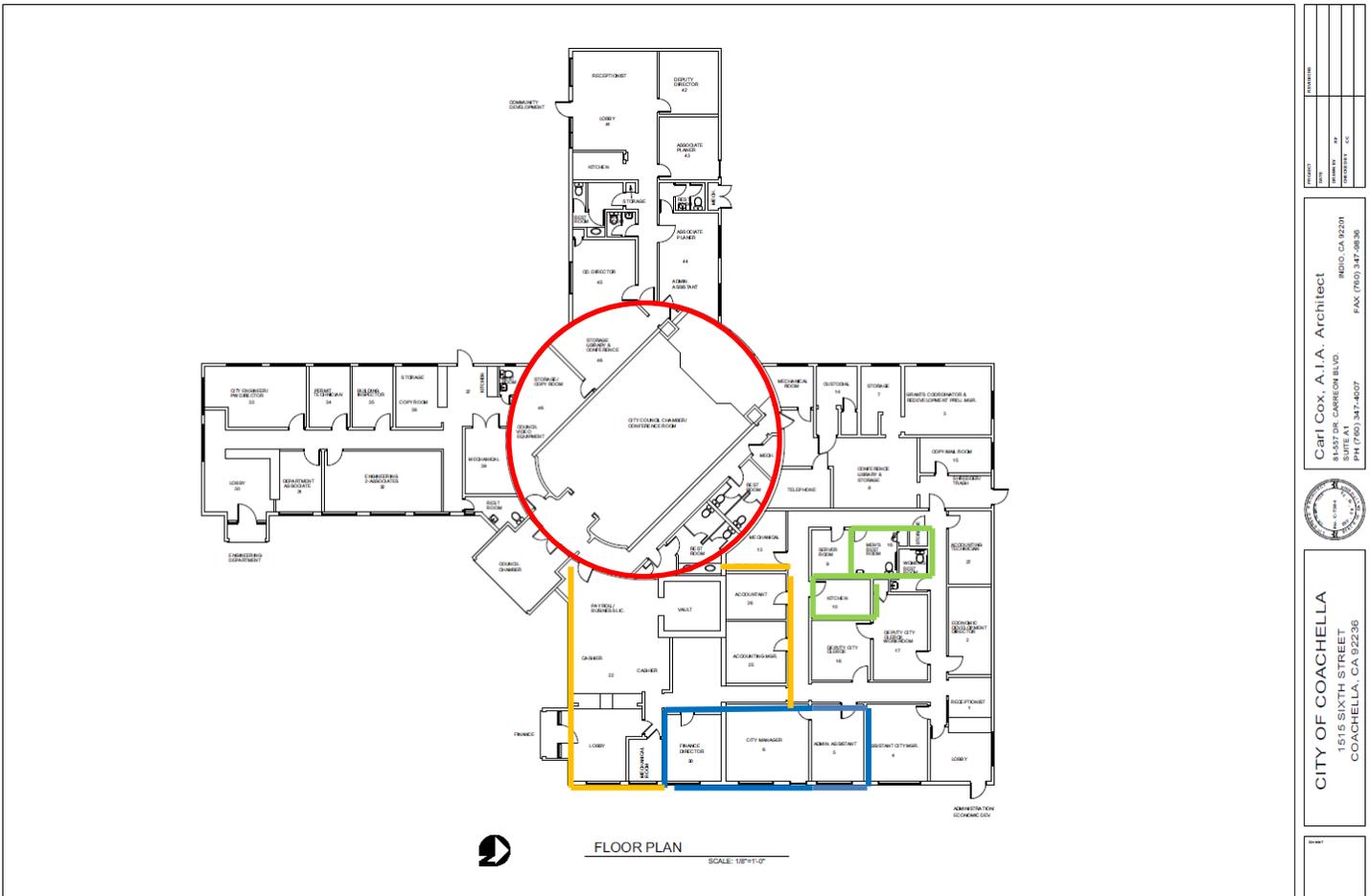
Lessor and Lessee Joint Use 988 square feet =

Lessor Use 420 square feet =

Lessee Lobby and Office Use 1600 square feet =

Lessee Kitchen and Restrooms =

\*Lessee will provide janitorial maintenance to identified Kitchen and Restroom areas and hallways.



<p><b>CITY OF COACHELLA</b> 1515 SIXTH STREET COACHELLA, CA 92236</p>	<p><b>Carl Cox, A.I.A. Architect</b> 81457 DR. CAMERON BLVD. SUITE A1 PHO (760) 347-4027 FAX (760) 347-3826</p>
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**STAFF REPORT**  
**11/13/2019**

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

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

**SUBJECT:** Approve lease agreement between the City of Coachella and Consejo De Federaciones Mexicanas En Norteamerica for property at 1515 Sixth Street, Coachella; approve termination of current lease for property at 53462 Enterprise Way.

**STAFF RECOMMENDATION:**

Approve lease agreement between the City of Coachella and Consejo De Federaciones Mexicanas En Norteamerica for property at 1515 Sixth Street, Coachella; approve termination of current lease for property at 53462 Enterprise Way.

**EXECUTIVE SUMMARY:**

Currently, the Consejo De Federaciones Mexicanas En Norteamerica (COFEM) rents office space at the Coachella Corporate Yard. Additional office space is available at 1515 Sixth Street, Coachella, due to the acquisition of the Coachella Permit Center and the relocation of city services. COFEM would like to be relocated to the 1515 Sixth Street civic building as it would allow them access to additional office space; the Coachella Corporate Yard does not have additional office space available. Should Council recommend approval of the proposed lease, staff is also requesting authorization to terminate existing lease with COFEM. The overall proposed relationship established by the newly proposed lease agreement document is as follows:

- Square Footage = 982 square feet of office space
  - 372 square feet (three offices)
  - 610 square feet (50% access use of lobby/kitchen/restrooms)
- Rent = \$216.95 per month  $((\$0.35 \times 372) + ((\$0.35 \times 610) \times 0.50)) = \$236.95$
- Term = three years; with automatic annual renewals; initial term December 1, 2019 – November 30, 2022
- Utilities = Lessee to pay for telephone, internet and cable
- Maintenance/Janitorial = to be completed by Lessee for said property with the exception bi-annual carpet cleaning and heating and cooling systems.
- Insurance = to be provided be Lessee for said property

**FISCAL IMPACT:**

No fiscal impact.

- Attachments:  
Proposed Lease  
Current Lease

## LEASE AGREEMENT

### BETWEEN THE CITY OF COACHELLA AND

### CONSEJO DE FEDERACIONES MEXICANAS EN NORTEAMERICA

THIS LEASE AGREEMENT (the "Lease") is made as of November 13, 2019 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the CONSEJO DE FEDERACIONES MEXICANAS EN NORTEAMERICA (COFEM), a California non-profit organization (the "Lessee"), with reference to the following facts:

#### RECITALS

- A. The Lessor owns a civic building located at City Hall 1515 Sixth Street, Coachella, CA 92236, which is described in Exhibit A and totals 9,589 square feet (the "Building").
- B. Lessee desires to lease 982 square feet of the Building (the "Premises") from the Lessor, described in more detail in Exhibit "A" for purposes of providing services to the residents of the City of Coachella through the 'Families in Education' grant.
- C. Lessor will retain usage and access to three offices and shared use of the lobby located at the entrance of the current Finance Division – approximately 982 square feet – as described on Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises described in Exhibit A amount to an area of approximately 982 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit B as the description of the Premises.
4. Term of Lease. The original term of the Lease shall be for a three (3) year period commencing on December 1, 2019 and terminating on November 30, 2022 (the "Term"). Following expiration of the Term, unless and until Lessee or Lessor delivers a Notice of Termination in accordance with Section 11, the term of this

Lease shall automatically be extended by successive one (1) year periods beginning on December 1 of the subject year and expiring on November 30 of the following year (individually and collectively, the “Extended Term”).

5. Rent.

Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor monthly rent in the sum of two hundred thirty-six dollars and ninety five cents (\$236.95). Lessee shall pay Lessor all sums due for monthly rent without deduction, set off, prior notice, or demand, in advance of the 27<sup>th</sup> day of each month and continuing through the term of this Lease.

5.1 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on December 1, 2022 and on December 1 of each successive year during the Extended Term the monthly rent shall be two hundred thirty-six dollars and ninety five cents (\$236.95) unless renegotiated between the Lessor and Lessee.

5.2 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities with the exception of: electricity, trash, water, sewer and alarm system for the Premises.
- b) Maintenance. Lessee shall provide all maintenance and repairs, at Lessee’s sole cost and expense, to keep the Premises in good order and condition, including any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease. Lessee agrees to maintain the leased premises in the same condition as when received, wear and tear in the usual and ordinary operation by Lessee; provided Lessor agrees to repair and maintain all exterior walls, the roof and other structural portions of the building, except for damages caused by Lessee, its officers, agents and patrons of the Consejo De Federaciones Mexicanas En Norteamerica. Lessor further agrees to:  
1) maintain and keep in good working condition the heating and cooling system including normal servicing and preventative maintenance and 2) provide carpet floor maintenance bi-annually or as needed due to unforeseen circumstances.

- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term thereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
- i. General Liability Insurance. Broad-form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.
  - ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.
  - iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by

Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.

- iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.
7. Use. Lessee shall use and occupy the Premises for purposes of providing Consejo De Federaciones Mexicanas En Norteamerica services and programs and for all activities incidental or necessary to accomplish said purpose, and for no other purpose. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.
8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.
9. Hazardous Substances and Hazardous Materials.
  - a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.
  - b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or

Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

#### 10. Improvements.

- a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor, which would not be unreasonably withheld.
- b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.
- c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.
- d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of

and from all liens that could arise by reason of any such work.

11. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.
12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which would not be unreasonably withheld.
13. Assignment and Subleasing. Lessee shall not assign, or mortgage, this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.
14. Use of Premises by Lessor. The Premises will be used as administrative office space and programming for the Lessee; however, the Lessor still has access and use of three offices and shared use of the lobby area, approximately 982 square feet identified in Exhibit C.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.

17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.
19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor  
City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
Attn: Maritza Martinez

To Lessee  
COFEM  
125 Paseo de La Plaza Suite 101  
Los Angeles, CA 90012  
Attn: Liliana Camacho Guzman

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.
21. Time of Essence. Time is of the essence of this Lease.
22. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
23. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

**LESSEE:**

**Consejo De Federaciones Mexicanas En Norteamerica**

California Non-Profit Organization

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

Maria Bastida, Director of Administration and Development

**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

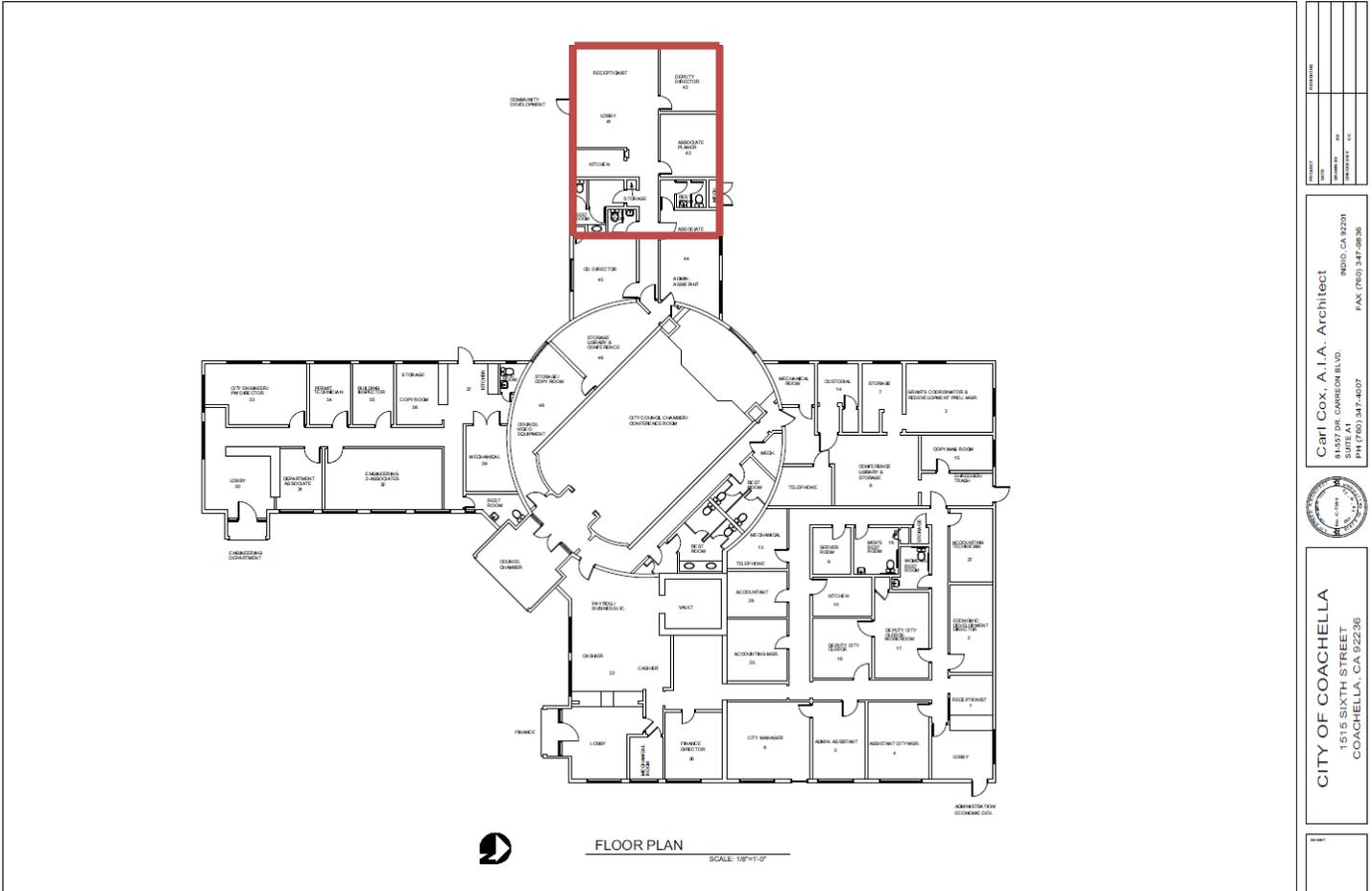
# EXHIBIT "A"

Item 14.

## DESCRIPTION OF BUILDING:

The City of Coachella (Lessor) owns real property (approximately 9,589 square foot "Building") located at 1515 Sixth Street, Assessor Parcel Numbers: 009-618-472, in the City of Coachella, County of Riverside, and the State of California. The total leased space is approximately 982 square feet ("Premises").

Finance Division Offices (982 square feet)



<p><b>Carl Cox, A.I.A., Architect</b> 81457 DR. CARRISON BLVD. SUITE 111 PH: (951) 347-4507</p>	<p>INDIC. CA 82201 INDIC. CA 82201 FAX: (951) 347-4838</p>
	
<p><b>CITY OF COACHELLA</b> 1515 SIXTH STREET COACHELLA, CA 92236</p>	

**SURVEY OF PREMISES**

*Pending*

**EXHIBIT "C"**

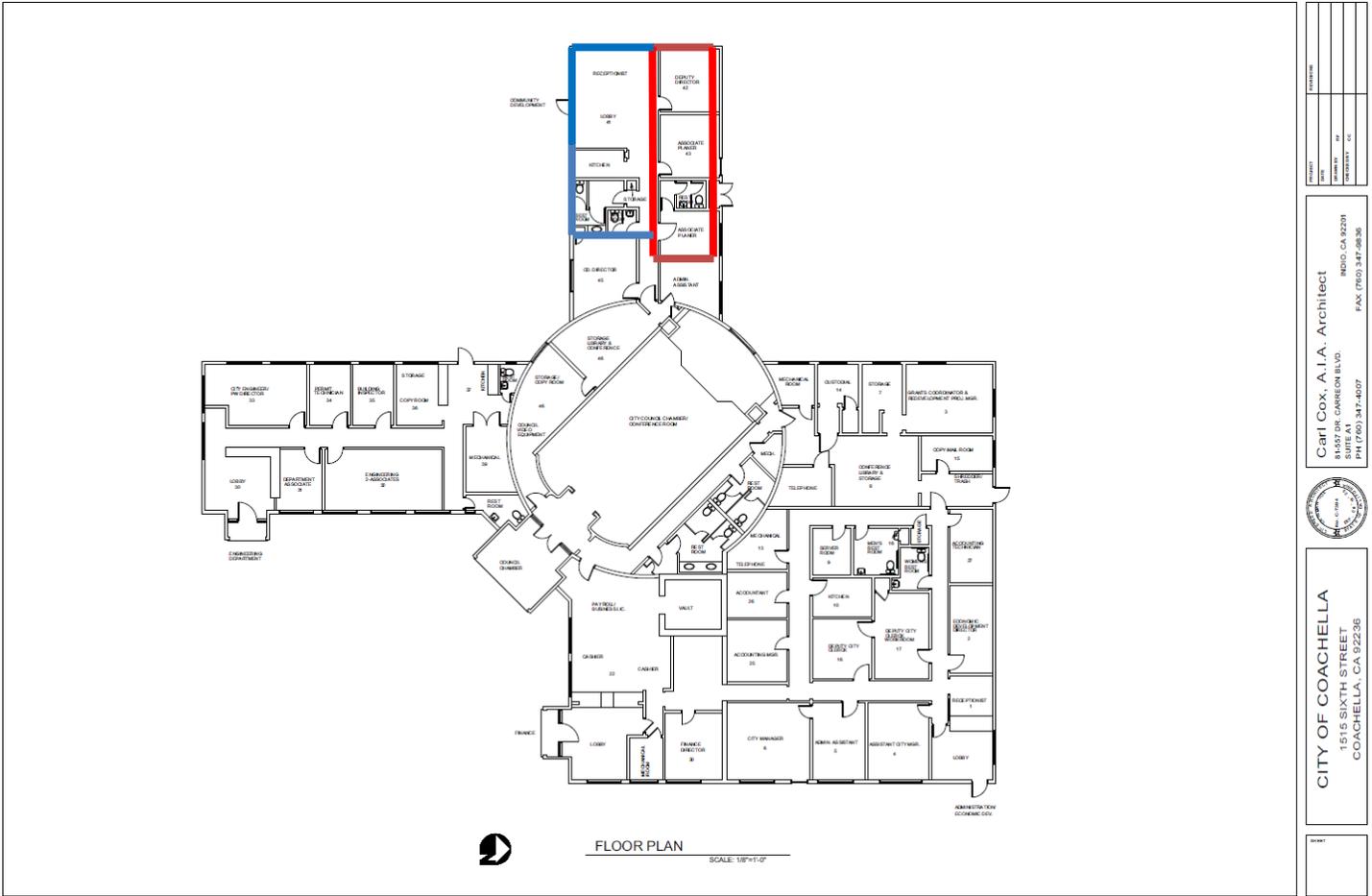
**Item 14.**

**Office and Conference Room Use of Premises by the Lessor and Lessee:**

Lessor Office Space 372 square feet =

Lessor Lobby/Kitchen/Restrooms Use square feet =

\*Lessee will provide janitorial maintenance to all leased area as identified in Exhibit A, including: kitchen, hallways and restrooms.



<p><b>Carl Cox, A.I.A., Architect</b>                  81457 DR. CARBON BLVD.                  SUITE A1                  COACHELLA, CA 92236                  PH (760) 347-8037                  FAX (760) 347-8836</p>	<p><b>CITY OF COACHELLA</b>                  1515 SIXTH STREET                  COACHELLA, CA 92236</p>
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**STAFF REPORT**  
**11/13/2019**

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

**FROM:** Luis Lopez, Development Services Director

**SUBJECT:** Coachella Smoke Retail Cannabis Microbusiness

**SPECIFICS:**

- a) Ordinance No. 1144 approving Change of Zone (CZ 18-02) to add the RC (Retail Cannabis) overlay zone to the existing CG (General Commercial) zone at the northwest corner of Grapefruit Boulevard and 7th Street.
- b) Resolution No. 2019-60 approving Conditional Use Permit No 298 to convert an existing commercial tenant space into a retail cannabis microbusiness with 400 square feet of retail cannabis showroom, 265 square feet for cannabis distribution and manufacturing uses, and 455 square feet for an indoor cannabis lounge with on-site consumption of cannabis products at 85-995 Grapefruit Boulevard, Suite #1, Coachella, California.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve the Coachella Smoke project by taking the following actions:

- a) Introduce for the 1st Reading, by title only, Ordinance No. 1143 approving Change of Zone (CZ 18-02) to add the RC (Retail Cannabis) Overlay Zone to the existing CG (General Commercial) zone on property located on the northwest corner of Grapefruit Boulevard and 7th Street.
- b) Adopt Resolution 2019-60 approving CUP 298 for the Coachella Smoke Retail Cannabis Microbusiness.

**BACKGROUND:**

The above referenced applications are proposed in an existing commercial building at the NW corner of Grapefruit Blvd and 7<sup>th</sup> Street as illustrated on the following aerial photograph:



The photograph below (prior to re-plastering) is looking at the existing building from Grapefruit Blvd. The cannabis microbusiness will be on the left side of the building and the existing Coachella Bar is located on the right side. There is no interior or exterior access between the two uses.



The photograph below is looking at the side of the building from 7<sup>th</sup> Street. Note that the door on the left side of the building is used for deliveries for the proposed retail microbusiness.



The Applicant recently obtained building permits to re-plaster the exterior of the building with a “smooth plaster” finish and to install new windows, doors (removing security bars), and new lighting, as shown on the photograph below.



**History of the Existing Building**

According to information obtained from Riverside County, the lot was recorded on June 1, 1902 and the building was constructed in 1912. It is one of the oldest buildings in Coachella and was once a drug store, while the site of Coachella Bar at one time was a bank as illustrated on the two photographs below.



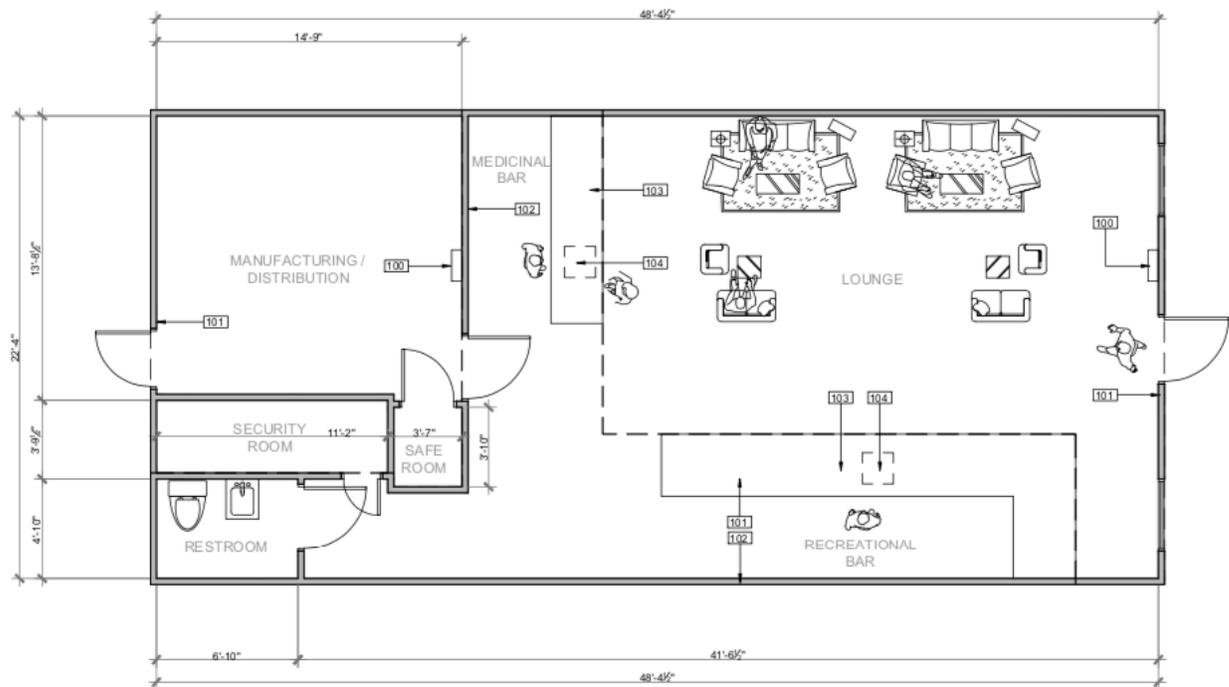
At the Planning Commission meeting, it was noted that the original historic façade was significantly altered when prior owners enclosed several of the windows and storefront glazing. These alterations show that the historic resources of the original building were removed or altered to a point where the building lost its historic character and would not qualify as a “historic building” under the State or local historic preservation guidelines.

Staff has reviewed the building permits that have been issued for the property. (see attachment 4) The first record of a building permit was issued on September 10, 1970 to the El Charrito Café for a plastic sign. On June 9, 1976 a permit was issued for a reroof for the Las Flores Restaurant. Based on the permit history, it appears that Las Flores Restaurant operated in the building until January 2015 when it was shut down by the Riverside County Health Department for health code violations because it did not meet the minimum “C” rating. Additional building permits were issued in December 2017 for the wall sign that exists on the front of the building. No building permits have been issued since December 2017.

#### **Overview of the Coachella Smoke Microbusiness (CUP 298)**

The project proposes a retail cannabis microbusiness to be open between the hours of 7:00 am and 10:00 pm daily, consisting of the following uses as shown on the floor plan below:

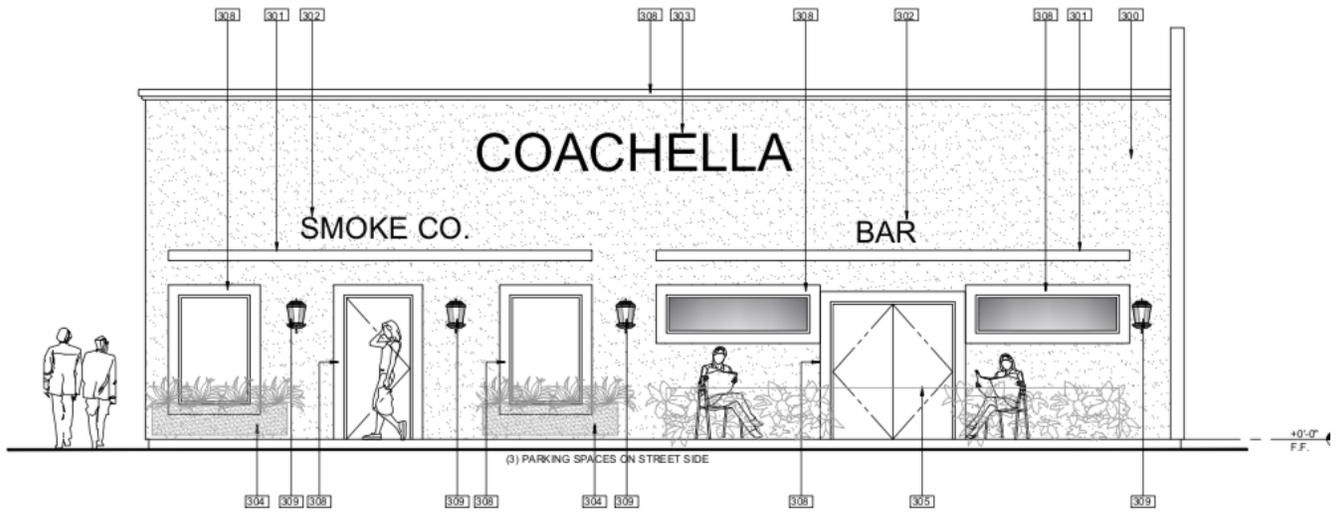
- Approximately 400 square feet of retail cannabis showroom display
- Approximately 265 square feet for distribution and manufacturing that includes packaging and labeling. No extraction is proposed and no chemicals will be used.
- Approximately 455 square feet as an indoor cannabis lounge that includes on-site consumption of cannabis products.



SQUARE FOOTAGE	
RETAIL	401 S.F.
LOUNGE	455 S.F.
SUPPORT	264 S.F.
TOTAL	1,120 S.F.

As seen from the exhibit below, the Applicant is proposing the following modifications to the outside of the building:

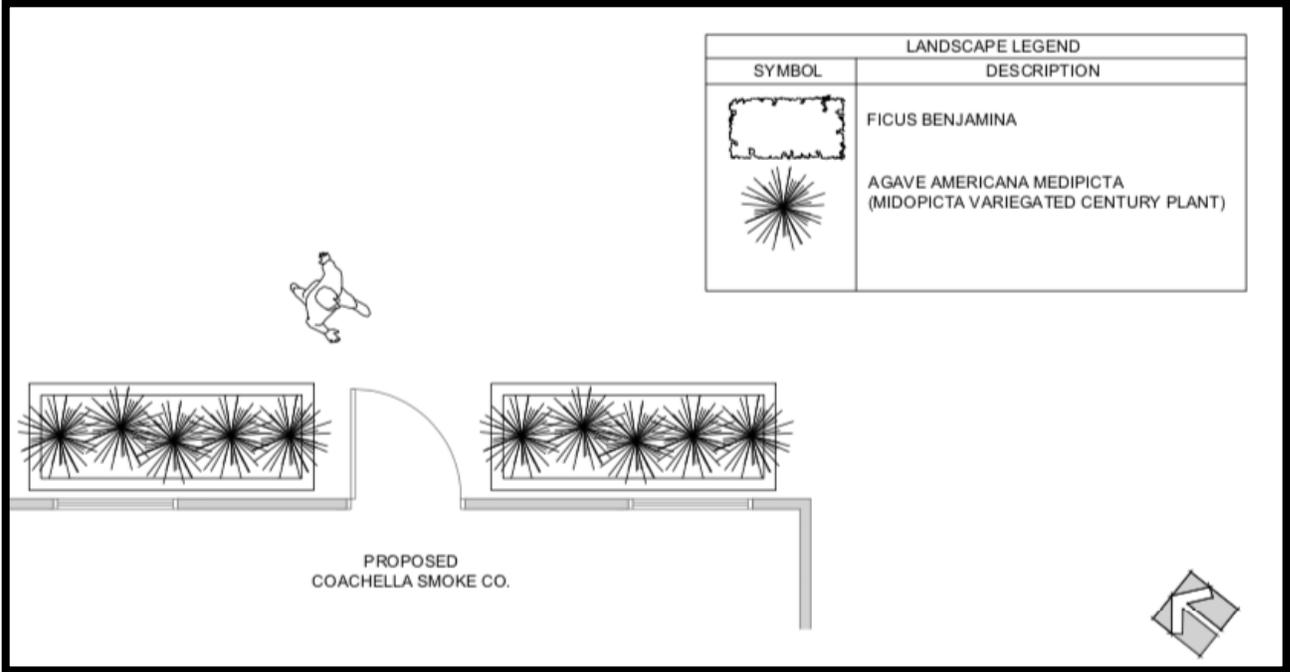
- New light beige smooth plaster on the front and south side of the building
- New windows and front door
- New awnings, new brown trim, signage and lighting
- Removal of the existing bars on the windows and doors
- New public art as illuminated “City sign” on the south side of the building as illustrated on the exhibit on p. 6 of the staff report.
- Removal of existing attached wall sign that is perpendicular to the building
- Lowering of existing railing in front of Coachella Bar business
- New raised planters under the two windows



## KEYNOTES

- 300** 7/8" 3 COAT STUCCO - SMOOTH FINISH
- 301** NEW METAL AWNING
- 302** NEW SIGN
- 303** EXISTING SIGN
- 304** NEW PLANTER
- 305** EXISTING RAILING
- 306** MURAL APPROVAL IN PROCESS
- 307** PARKING ON STREETSIDE
- 308** NEW FOAM TRIM
- 309** NEW DECORATIVE EXTERIOR LIGHT FIXTURE

The new raised landscaped planters proposed at the front of the building are illustrated on the following exhibit.



Proposed 5 ft. x 36 ft. “public art” lettering on 7<sup>th</sup> Street wall





**Proposed Awnings**

The Applicant is proposing awnings over the two front windows as illustrated below:



**DISCUSSION/ANALYSIS:**

**Environmental Setting:**

The site is designated as being within the Downtown Center on the 2035 Coachella General Plan as illustrated on the exhibit below.

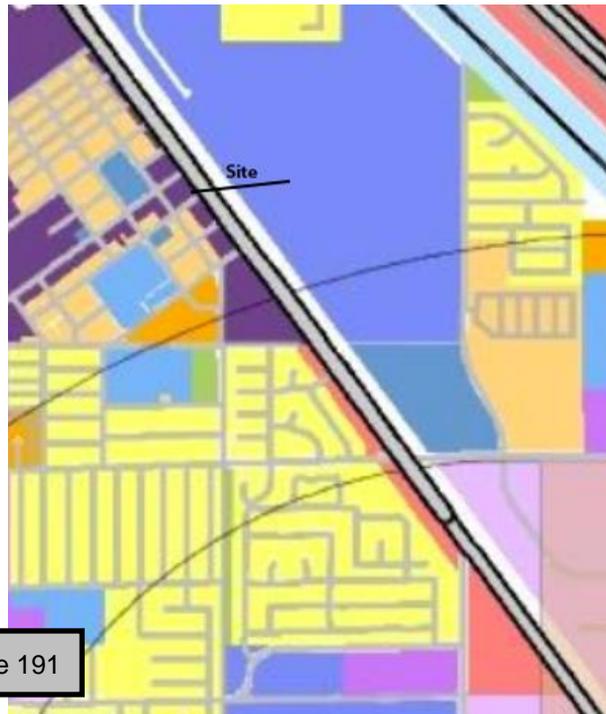


The project site is zoned General Commercial (C-G) as illustrated on the exhibit to the left. Surrounding properties to the north, south and west are zoned C-G (General Commercial), while land to the east across Grapefruit Blvd is zoned M-S, Manufacturing Service.

Surrounding land uses to the north, south, east and west of the site consist of commercial land uses.

**Consistency with the Coachella General Plan**

The proposed project is within the “Downtown Center” land use designation of the General Plan 2035 Land Use Element which encourages very high-density residential uses mixed with commercial uses on the ground floor, in an urban environment. The project is consistent with the development intensity permitted by the Downtown Center land use category as the property is largely covered with commercial buildings and is oriented towards the pedestrian/sidewalk environment.



**Consistency with the (C-G) General Commercial Zone**

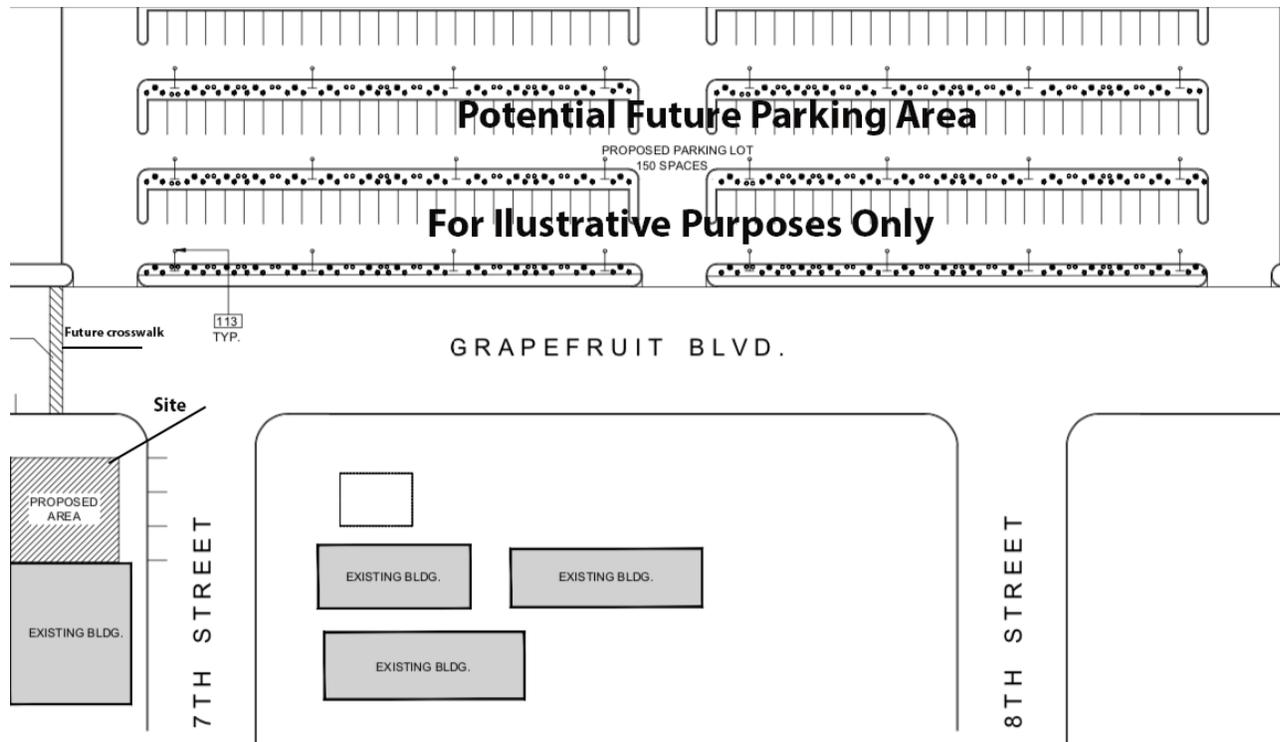
The parcel in question was created in 1902 within the jurisdiction of Riverside County, 44 years before the City incorporated in December 1946. The existing building proposed for the cannabis microbusiness measures 22 feet wide and is 41 feet long with a total square footage of 931 square feet.

As stated previously, the building was constructed in 1912, before the current development standards of the General Commercial (C-G) zone were enacted by the City of Coachella.

Because the building was constructed before the General Commercial (C-G) zoning standards were established within the City of Coachella, it does not meet the current standards for minimum lot width, minimum side yard setback, nor does the project meet the requirement for a 15 foot front yard setback, as the building was constructed on the front and side yard property lines.

**Consistency with Section 17.54.010 Parking and Landscaping Requirements**

The total square footage of the proposed microbusiness is 1120 square feet. Based on the Municipal Code, a total of 4.5 spaces would be required. As mentioned earlier in the staff report, the building was constructed in 1912 and does not include any off-street parking. The Applicant has a signed lease with UP Railroad for property located across Grapefruit Blvd, which at one time was proposed for parking for the Coachella Smoke Project. However, the City has concerns with parking at this location because future patrons would be required to cross Grapefruit Blvd. at an un-signalized intersection. An illustration of the proposed parking area is provided below for illustrative purposes only:



The City Council recently approved the Pueblo Viejo Implementation Strategy which includes a Parking Study with a block by block assessment of downtown parking needs based on current land uses and build out anticipated by the General Plan and the Pueblo Viejo Revitalization Plan. This Plan includes overall parking recommendations for reduced parking, added street parking, and public parking for the downtown area. As stated previously, based on the size of the subject lot and the size of the existing buildings, it would be impossible for any proposed retail use to provide the required number of parking spaces.

Section J of Section 17.54.010 specifies the landscaping requirements for projects within the City. Because the lot was created and the building constructed before these standards were in existence it is impossible for the proposed project to meet the requirements of this section. Section J4 of Section 17.54.010 requires that internal landscaping equal a minimum 5% of the parking areas. Since no off-street parking is proposed, the project cannot meet this requirement. The Applicant is proposing raised planters at the front of the building.

Additionally, the project is within the Urban Greening Corridor that will be constructed along Grapefruit Blvd as illustrated on the exhibit below that will add greenery to Grapefruit Blvd.



The Planning Division staff considers the existing building a non-conforming use and as such, the Director has the discretion of allowing the proposed uses to proceed without adherence to the above reference specific zoning standards, so long as those nonconformities are not aggravated by the project.

Furthermore, the existing building will be brought up to all current building codes prior to the issuance of a certificate of occupancy.

**Consistency with Section 17.47: RC Retail Cannabis Overlay Zone**

The proposed project is within Sub-Zone 1 as identified within Chapter 17.47 of the Municipal Code. The project meets the property development standards as identified in Section 17.47.060, A-E as outlined below, except for Standard F1 and F2 regarding adherence to on and off-site parking:

17.47.060 - Property development standards.

- A. Project Area/Lot/Building Height Requirements. Except as specified in the applicable development agreement, CUP or regulatory permit, the project area, lot size, lot coverage and building height requirements of the underlying zone shall apply.

- B. No Drive-Thru Retail Cannabis Facilities. No retail cannabis business within the RC Overlay Zone shall operate "drive-thru", "drive up", "window service" or similar facilities whereby a customer can order, purchase and receive retail cannabis without leaving his or her vehicle.
- C. No Non-Storefront Retailers. No retail cannabis business within the RC overlay zone shall be operated as "non-storefront" or "delivery only". Delivery may only be approved as ancillary to the operation of a permitted cannabis retail business which is physically located within the RC overlay zone and which primarily provides cannabis to customers on the premises.
- D. Distance Restrictions. No retail cannabis business within the RC overlay zone shall be located within two hundred fifty (250) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between any part of the building containing the retail cannabis business to any lot line of the other use. For purposes of this paragraph, the following definitions shall apply:
1. "Day care center" means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers.
  2. "Youth center" means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.
- E. Location of Customer Entrance. No retail cannabis business shall have a customer entrance that is adjacent to or directly across the street from a residentially zoned lot.
- F. On-Street/Off-Street Parking and Loading.
1. Off-Street Parking and Loading. Off-street parking and loading facilities for a retail cannabis business shall be provided in accordance with the provisions of Section 17.54.010-C (1) of this title.
  2. On-Street Parking and Loading. On-street parking or loading shall be prohibited for a retail cannabis business.

The proposed conditional use permit meets all the above development standards except for Standard F1 and F2-On-Street parking. A discussion on overall downtown parking is discussed previously in the staff report.

**ENVIRONMENTAL REVIEW:**

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

**ALTERNATIVES:**

- 1. Approve Conditional Use Permit No. 298 and Change of Zone No. 18-02 with the findings and conditions as recommended by the Planning Commission and Staff.
- 2. Deny Conditional Use Permit No. 298 and Change of Zone 18-02.
- 3. Continue these items and provide staff and the applicant with direction.

**FISCAL IMPACT:**

There are no fiscal impacts associated with the approval of the zone change and conditional use permit.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 above.

Attachments:      Resolution No. 2019-60  
                         Ordinance No. 1143 (1<sup>st</sup> Reading)  
                         Exhibit A: Conditions of Approval for CUP 298  
                         Historical Building Permits

**RESOLUTION NO. 2019-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CONDITIONAL USE PERMIT NO. CUP 298 TO CONVERT AN EXISTING COMMERCIAL TENANT SPACE INTO A RETAIL CANNABIS MICROBUSINESS WITH APPROXIMATELY 400 SQUARE FEET OF RETAIL CANNABIS SHOWROOM DISPLAY, 265 SQUARE FEET FOR CANNABIS DISTRIBUTION AND MANUFACTURING USES, AND 455 SQUARE FEET FOR AN INDOOR CANNABIS LOUNGE THAT INCLUDES ON-SITE CONSUMPTION OF CANNABIS PRODUCTS IN THE CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) ZONE LOCATED AT 85-955 GRAPEFRUIT BOULEVARD, SUITE #1; NICHOLAS MEZA, APPLICANT.**

**WHEREAS**, Nickolas Meza (on behalf of Coachella Smoke Company) filed an application for Conditional Use Permit No. 298 to convert an existing commercial tenant space into a retail cannabis microbusiness. The project proposes approximately 400 square feet of retail cannabis showroom display, 265 square feet for cannabis distribution and manufacturing uses, and 455 square feet for an indoor cannabis lounge that includes on-site consumption of cannabis products on a parcel located at the northwest corner of Grapefruit Blvd. and 7<sup>th</sup> Street, Assessor’s Parcel No. 778-100-013 (“Project”); and,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on CUP No. 298 on October 16, 2019 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California and recommended that the City Council approve CUP 298; and,

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

**WHEREAS**, the City Council conducted a duly noticed public hearing on CUP No. 298 on November 13, 2019 at Coachella City Hall, 1515 6<sup>th</sup> Street, Coachella, California and took public testimony regarding the project; and,

**WHEREAS**, the Project is permitted pursuant to Chapter 17.38 of the Coachella Municipal Code, and the attendant applications for a Conditional Use Permit and a Change of Zone to allow the Project; and,

**WHEREAS**, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City’s General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

**WHEREAS**, the proposed site is adequate in size and shape to accommodate the proposed development; and,

**WHEREAS**, the site for proposed use relates properly to streets which are designed to

carry the type and quantity of traffic to be generated by the proposed use; and,

**WHEREAS**, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

**WHEREAS**, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby approve Conditional Use Permit No. 298, subject to the findings listed below and the attached Conditions of Approval for the Coachella Smoke Microbusiness (contained in “Exhibit A” and made a part herein).

**Findings for Conditional Use Permit No. 298**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Downtown Center land use designation that allows for the proposed development. The proposed uses on the site are in keeping with the policies of the Downtown Center land use classification and the Project is internally consistent with other General Plan policies for this type of development.

2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plans proposes a cannabis microbusiness including an indoor cannabis lounge where cannabis products will be sold and consumed. The Project complies with applicable CG-CO (General Commercial-Cannabis Overlay) zoning standards as proposed.

3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The Project site is within the Downtown Center land use designation of the City’s general plan. This category provides for a broad spectrum of commercial and residential land uses. The proposed uses are compatible with existing adjacent land uses.

4. The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

[THIS SPACE LEFT INTENTIONALLY BLANK]

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of November 2019.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF COACHELLA )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-60 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of November 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

**ORDINANCE NO. 1144**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE NO. 18-02 THAT PROPOSES TO ADD THE RETAIL CANNABIS (RC) OVERLAY ZONE TO THE EXISTING C-G (GENERAL COMMERCIAL) ZONE ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF GRAPEFRUIT BOULEVARD AND 7<sup>TH</sup> STREET. NICHOLAS MEZA, APPLICANT. (*1<sup>st</sup> Reading*)**

**WHEREAS**, Nicholas Meza (on behalf of Coachella Smoke Company) filed an application for Change of Zone No. 18-02 on property located at the northwest corner of Grapefruit Boulevard and 7<sup>th</sup> Street, and attendant applications Conditional Use Permit No. 298, Assessor’s Parcel No 778-100-013 (“Project”); and,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on Change of Zone 18-02 and CUP 298 on October 16, 2019 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California; and,

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

**WHEREAS**, the City Council conducted a duly noticed public hearing on Change of Zone No. 18-02 on November 13, 2019 at Coachella City Hall, 1515 6<sup>th</sup> Street, Coachella, California and took public testimony regarding the project; and,

**WHEREAS**, the Project is permitted pursuant to Chapter 17.47 of the Coachella Municipal Code, and the attendant applications for a Conditional Use Permit to allow the Project; and,

**WHEREAS**, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City’s General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

**WHEREAS**, the proposed site is adequate in size and shape to accommodate the proposed development; and,

**WHEREAS**, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

**WHEREAS**, the Project is exempt from the provisions of the California Environmental Quality Act, as amended; and,

**WHEREAS**, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHILLA CALIFORNIA, DOES HEREBY ORDANIN AS FOLLOWS:**

**SECTION 1.** That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 18-02 map marked “Exhibit A” from C-G (General Commercial) to CG-RC (General Commercial with the Retail Cannabis Overlay zone) on property located at the northwest corner of Grapefruit Blvd and 7<sup>th</sup> Street, with the findings listed below:

**Findings for Change of Zone 18-02:**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Downtown Center land use designation that allows for the proposed development. The proposed change of zone is in keeping with the policies of the Downtown Center land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan proposes a cannabis microbusiness. The Project complies with applicable C-G (General Commercial) and Section 17.47.020 property development standards as proposed.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include commercial land uses.
4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a cannabis microbusiness that is permitted in the C-G (General Commercial) zone pursuant to an approved Conditional Use Permit. Surrounding properties to the project site include commercial land uses. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.
5. The Project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

**Section 2.** SEVERABILITY. The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared

invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

**Section 3.** EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after it's second reading by the City Council.

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

**ORDINANCE PASSED APPROVED and ADOPTED** this 13<sup>th</sup> day of November 2019.

\_\_\_\_\_  
Steven A. Hernandez, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
City Attorney

I, Angela M. Zepeda, City Clerk, City of Coachella, California, certify that the foregoing Ordinance No. 1144 was adopted by the City Council at a regular meeting held on the 13th day of November 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Angela M. Zepeda, City Clerk

**“EXHIBIT A”**

Existing Zoning: C-G (General Commercial)

Proposed Zoning: CG-RC (General Commercial-Retail Cannabis Overlay)



**“EXHIBIT A”****CONDITIONS OF APPROVAL FOR THE COACHELLA SMOKE  
COMPANY - RETAIL MICROBUSINESS (CUP 298).****General Conditions**

1. Conditional Use Permit No. 298 is contingent upon City Council approval of the attendant Change of Zone 18-02 application. Conditional Use Permit No. 298 hereby approves the establishment of a retail cannabis microbusiness including approximately 400 square feet of retail cannabis showroom display, 265 square feet for cannabis distribution and manufacturing and 455 square feet as an indoor cannabis lounge including on-site consumption of cannabis products at 83-995 Grapefruit Blvd. The applicant shall secure building permits for tenant improvements for new cannabis microbusiness through the City’s Building Division and the Riverside County Fire Marshal’s office prior to the commencement of business activities. Hours of operation for the microbusiness business may be from 7:00 am to 10:00 pm daily, unless otherwise restricted by the State of California. The owner shall procure a City Cannabis Regulatory Permit and a State License prior to commencement of business activities.
2. Conditional Use Permit No. 298 shall be valid for 12 months from the effective date of said City Council approvals unless the applicant requests an extension of time and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the Conditional Use Permit.
3. The construction of all new structures shall be in conformance with construction drawings and landscaping plans designed in accordance with the Coachella Smoke Microbusiness and the conditions of approval imposed below:
  - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Coachella Smoke Development applications.
  - b. All fencing or garden walls shall be subject to issuance of a separate building permit by the City Building Division.
  - c. All parking lot lighting for the Project shall be consistent with the architectural design exhibits of the Project, as approved by the Development Services Director.
  - d. All masonry/wrought iron perimeter walls and garden walls shall be consistent with the submitted plans, subject to review by the Development Services Director, and subject to the City’s Building Codes.

4. All plans, as shown, are considered “conceptual,” subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of the conditional use permits, including architectural features, materials and site layout.
5. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
6. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
7. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.
8. Prior to the issuance of building permits, grading or construction, the following mitigation measures shall be implemented:
  - a) In the event any onsite structures are demolished, an asbestos inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. The inspection shall include, but not be limited to

visual inspection, sampling, and laboratory analysis for the presence of asbestos products, including asbestos-containing material (ACM) and asbestos-containing construction material (ACCM). Polarized Light Microscopy and other methods consistent with the US EOA 600 method shall be applied to this investigation. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.

- b) In the event any onsite structures are demolished, a lead-based paint inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. Inspections shall be carried out in accordance with US Department of Housing and Urban Development (HUD) guidelines, as well as OSHA Lead Exposure in Construction, Code of Federal Regulations, Title 29, Section 1926. The inspection shall include, but not be limited to visual inspection, sampling, and analysis of materials suspected of containing lead paint or other lead-based materials and coatings. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
- c) Prior to the start of any activity that might disturb materials potentially containing asbestos, lead, and/or other hazardous or potentially hazardous materials, a qualified and licensed contractor shall be hired to complete necessary abatement procedures. All demolition and other project related actions that might potentially disturb hazardous materials shall be performed by properly trained and qualified personnel. Remediation actions are expected to include but will not be limited to the following:
  - 1. Each part of the building from which asbestos is being removed shall, as appropriate, be sealed off in order to prevent contamination of the other area. Methods of area containment may include polyethylene film, duct tape, negative air pressure machines and other appropriate means depending on the type of asbestos materials encountered.
  - 2. Specially designed vacuum cleaners that are designed for asbestos containment (class H) can be safely used when cleaning up during and after asbestos removal.
  - 3. Removed asbestos and materials with embedded or coated with asbestos shall, as appropriate, be double wrapped in plastic and driven to a landfill.
- d) If surficial or buried materials within the project site are found to contain potentially hazardous materials (such as: asbestos-containing material, lead-based paint, and mercury or PCB-containing material) such materials shall be removed properly prior to any further site disturbance in the affected area, and disposed of at appropriate landfills or recycled, in accordance with the regulatory guidance provided in California Code of Regulation (CCR) and following the requirements of the Universal Waste Rule (40 CFR part 9).
- e) During project construction and implementation, the handling, storage, transport, and

disposal of all chemicals, including herbicides and pesticides, runoff, hazardous material and waste used on, or at, the project site, shall be in accordance with applicable local, state, and federal regulations.

- f) Vapor Encroachment Screening shall be conducted in accordance with the ASTM Standard E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to identify the likelihood of migrating vapors to encroach on the subject property, thereby creating a Vapor Encroachment Condition (VEC). A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of building permits.
- g) A vapor intrusion risk evaluation shall be conducted in accordance with most recent version of the CalEPA Department of Toxic Substances Control’s “Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air” to identify the likelihood of vapor intrusion into future buildings and potential impacts on indoor air quality. A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of grading and building permits.
- h) The applicant shall provide the City with copies of permits required by the South Coast Air Quality Management District, or a written confirmation that no permits are necessary.
- i) The applicant shall satisfy all requirements of the Fire Department relating to construction, operation, and emergency response. No building permits shall be issued, and no occupancy of the buildings shall be permitted prior to written approval by the Fire Department.

**Engineering – Grading and Drainage:**

- 9. Site access improvements shall be in conformance with the requirements of Title 24 of the California Administrative Code. This shall include access ramps for off-site and on-site streets as required.
- 10. If the applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

**Engineering – Street Improvements:**

- 11. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the

improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.

- 12. Applicant shall obtain an encroachment permit for any improvements constructed within public right-of-way including alleys.

**Engineering-Sewer and Water Improvements**

- 13. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
- 14. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements

**Engineering – General:**

- 15. Applicant shall take into consideration City’s project titled “Grapefruit Boulevard Urban Greening & Connectivity Project” and match improvements proposed for Grapefruit Blvd. Engineering department will provide direction on this matter.
- 16. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities, in bond form, in amount of \$2,000.00 per acre of gross area, and a one time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella.
- 17. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
- 18. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a Preliminary WQMP for plan review accompanied by a \$3,000 plancheck deposit and a Final WQMP for final approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.

**Engineering – Completion:**

- 19. “As-built” plans shall be submitted to and approved by the City Engineer prior to acceptance of the improvements by the City. All off-site and on-site improvements shall be completed to the City Engineer prior to acceptance of improvements for maintenance by the City.

20. Prior to issuance to of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed to the satisfaction of the City Engineer

**Environmental Compliance:**

21. The applicant shall comply with the following items prior to issuance of building permits:
- a) Verify that asbestos has been mitigated and submit disposal and closure plan
  - b) Submit detailed plumbing and mechanical plans
  - c) Facility required to submit a source control survey;
  - d) Backflow devices; will require Reduced Pressure Principle Device (RP) within 12 inches of water service installed to protect water supply from contamination or pollution; 1
  - e) Install separate AMI metering system for each building;
  - f) Install separate AMI water service meter for irrigation system;
  - g) The project must implement the State's drought mandate which prohibits irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems;
22. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; including outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.
23. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.
24. The applicant shall pay all required water connection fees.
25. The applicant shall replace the existing windows and doors and add awnings above the windows, on the Grapefruit Boulevard frontage subject to review by the Development Services Director.
26. The owner/operator of the retail cannabis microbusiness shall assign an employee of the retail cannabis microbusiness to act as parking monitor to direct vehicles to parking spaces during business hours to improve traffic safety.
27. The applicant shall obtain separate sign permits for all wall signs. All signs may be channel lettering or logo signs with "halo" lighting and reduced illumination or backlit with gooseneck lamps.

**BUILDING PERMIT No. 1723**  
**CITY OF COACHELLA, CALIFORNIA**

Phone (714) 398-0161  
 PARCEL NO. 765-271-019  
 OWNER El Charrito Cafe, 85-995 Hwy 111 at 7th Street, Coachella, Calif.  
 CONTRACTOR National Neon (Lastco Corp.) 1114 No. Orange Grove, Los Angeles, CA  
 JOB ADDRESS 85-995 Hwy 111 at 7th Street  
 LOT BLK 28 TRACT  
 ARCHITECT  
 ENGINEER

PURPOSE OF PERMIT Install 5'x6' Doubleface 111. Plasticsign  
 PLAN CK YES SPECIAL INSP -  
 AIR COND - PLUMB - ELECT YES  
 LOT SIZE - BLDG. SIZE -  
 VALUATION \$1,000.00 FOOTAGE 60 Sq. Ft.  
 OCCUPANCY GROUP J USE ZONE C2  
 TYPE CONSTR. - FIRE ZONE 3  
 SETBACK FRONT - REAR - SIDE -  
 CURBING IN TYPE V. CEMENT -  
 DATE REC. 9-10-70 DATE APP. 9-10-70  
 APPROVED BY [Signature]  
 SPECIAL NOTES

**OWNER-BUILDER CONTRACTOR**  
 I certify that in the performance of the work for which this permit is issued I shall not employ any person in violation of the workmen's compensation laws of California.  
 I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State laws applicable.  
 Signed [Signature]  
 FEES: PLAN CK 85.75 BUILDING 87.50  
 TOTAL OF ALL FEES

**NOTICE TO CONTRACTORS & SUB-CONTRACTORS**  
 Final inspection of this job may be withheld until all contractors or sub-contractors having performed work under the above building permit have signed this card below as having valid Coachella business licenses.

GRADING \_\_\_\_\_  
 SEWERS \_\_\_\_\_  
 FRAMING \_\_\_\_\_  
 ROOFING \_\_\_\_\_  
 PLUMBING \_\_\_\_\_  
 LATHING \_\_\_\_\_  
 FLOORING \_\_\_\_\_  
 TILES \_\_\_\_\_  
 PAVING \_\_\_\_\_  
 PAINTING \_\_\_\_\_  
 OTHER 1625-ER  
 CEMENT \_\_\_\_\_  
 MASONRY \_\_\_\_\_  
 ELECTRIC \_\_\_\_\_  
 HEATING \_\_\_\_\_

**INSPECTION RECORD**

**EXCAVATION & SETBACKS:**  
 Pour no concrete until signed here. INT. DATE

**SETBACKS**  
 FOOTINGS  
 FORMS OR STEEL

**CONCRETE SLAB FLOOR:**  
 Do not pour until signed

**ELECTRIC Gnrwk.**  
**PLUMBING Gnrwk.**  
 SLAB HEIGHT  
 ELECT GROUND  
 CRUSHED ROCK

**ROUGH INSPECTIONS:**  
 Cover no work until signed

**ELECTRIC**  
**PLUMBING**  
 T & P VALVE  
 GAS LINES  
 A/C & HEATING  
 ATTIC ACCESS  
 ATTIC VENTS  
 GARAGE VENTS  
 FRAMING  
 ROOF NAILING  
 OTHER:

**SPECIAL INSPECTION:**  
 Cover no work until signed

**INSULATION**

**LATH & PLASTER:**  
 Cover no work until signed

**EXT LATH**  
**INT LATH**  
 SHOWER BACKING  
 CORNER BEAD  
 VENEER ANCHORS

**FINISH INSPECTION:**  
 Do not occupy until signed

**ELECTRICAL**  
**PLUMBING**  
 GAS  
 A/C & HEATING  
 BUILDING  
 SEWAGE  
 CURBING  
 PARKING  
 DOOR CLOSER  
 T & P VALVE  
 OTHER:

**AIR CONDITIONING PERMIT**

AMOUNT	CLASSIFICATION	FEE
	PERMIT	Item 15.
	APPLIANCES	
	AIR DUCTS	
	VENTS	
	VENT DUCTS	
	COMPRESSORS	
	COILS	
	TOWERS	
	COOLERS	
	PRE-COOLERS	
	SPECIAL INSP	
	OTHER:	
<b>TOTAL FEE</b>		

Special Notes:

**ELECTRICAL PERMIT**

AMOUNT	CLASSIFICATION	FEE
1	PERMIT	5 00
	SERVICE	
	ONE CENT RATE	
	1/2 CENT RATE	
	FIXTURES	
	GENERATORS	
1	APPLIANCES	2 00
	MISC.	
	MOTORS	
	OUTLETS	
	SIGNS	
	CONSTR. POLE	
	TRANSFORMERS	
	ANNUAL PERMIT	
	SPECIAL INSP.	
	OTHER:	
<b>TOTAL FEE</b>		5 00

Special Notes:

**PLUMBING PERMIT**

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	FIXTURES	
	SEWER	
	PRIVATE SEWER	
	WATER HEATER	
	GAS PIPING	
	WATER PIPING	
	DRAINAGE	
	SPRINKLERS	
	OTHER:	
<b>TOTAL FEE</b>		

Special Notes:

1723

# BUILDING PERMIT

## CITY OF COACHELLA, CALIFORNIA

Phone (714) 398-6131 No. 3325

OWNER Lester Cox 765-271-019

(Ina Flores)

CONTRACTOR Custom Roofing Co.  
78-950 Darby Rd., Indio, Calif.

JOB ADDRESS 85-995 Campfruit

LOT BLK TRACT

ARCHITECT

ENGINEER

PURPOSE OF PERMIT Reroof

PLAN CK. \_\_\_\_\_ SPECIAL INSP. \_\_\_\_\_  
AIR COND. \_\_\_\_\_ PLUMB. \_\_\_\_\_ ELECT. \_\_\_\_\_

LOT SIZE \_\_\_\_\_ BLDG. SIZE \_\_\_\_\_  
VALUATION \$600.00 FOOTAGE \_\_\_\_\_

OCCUPANCY GROUP \_\_\_\_\_ USE ZONE \_\_\_\_\_

TYPE CONSTR. \_\_\_\_\_ FIRE ZONE \_\_\_\_\_

SETBACK-FRONT \_\_\_\_\_ REAR \_\_\_\_\_ SIDE \_\_\_\_\_

CURBING \_\_\_\_\_ TYPE V CEMENT \_\_\_\_\_

DATE REC. \_\_\_\_\_ DATE APP. 6-9-76

APPROVED BY B. Tashiro by ea

SPECIAL NOTES:

### OWNER-BUILDER CONTRACTOR

I certify that in the performance of the work for which this permit is issued I shall not employ any person in violation of the workmen's compensation laws of California.

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State laws applicable.

**Permit expires Oct. 8, 1976**

Signed: \_\_\_\_\_  
FEES: PLAN CK \_\_\_\_\_ BUILDING \$6.00  
TOTAL OF ALL FEES \$6.00

### NOTICE TO CONTRACTORS & SUB-CONTRACTORS

Final inspection of this job may be withheld until all contractors or sub-contractors having performed work under the above building permit have signed this card below as having valid Coachella business licenses.

- GRADING \_\_\_\_\_
- SEWERS \_\_\_\_\_
- FRAMING \_\_\_\_\_
- ROOFING \_\_\_\_\_
- PLUMBING \_\_\_\_\_
- LATHING \_\_\_\_\_
- FLOORING \_\_\_\_\_
- TILES \_\_\_\_\_
- PAVING \_\_\_\_\_
- PAINTING \_\_\_\_\_
- OTHER \_\_\_\_\_
- CEMENT \_\_\_\_\_
- MASONRY \_\_\_\_\_
- ELECTRIC \_\_\_\_\_
- HEATING 3325

- PLASTERING \_\_\_\_\_
- CABINETS \_\_\_\_\_
- GLAZING \_\_\_\_\_
- SHEET METAL \_\_\_\_\_
- INSULATION \_\_\_\_\_
- OTHER: \_\_\_\_\_

# INSPECTION RECORD

## EXCAVATION & SETBACKS:

Pour no concrete until signed here. INT. DATE  
SETBACKS \_\_\_\_\_  
FOOTINGS \_\_\_\_\_  
FORMS OR STEEL \_\_\_\_\_

## CONCRETE SLAB FLOOR:

Do not pour until signed  
ELECTRIC Gnrk \_\_\_\_\_  
PLUMBING Gnrk \_\_\_\_\_  
SLAB HEIGHT \_\_\_\_\_  
ELECT GROUND \_\_\_\_\_  
CRUSHED ROCK \_\_\_\_\_

## ROUGH INSPECTIONS:

Cover no work until signed  
ELECTRIC \_\_\_\_\_  
PLUMBING \_\_\_\_\_  
T & P VALVE \_\_\_\_\_  
GAS LINES \_\_\_\_\_  
A/C & HEATING \_\_\_\_\_  
ATTIC ACCESS \_\_\_\_\_  
ATTIC VENTS \_\_\_\_\_  
GARAGE VENTS \_\_\_\_\_  
FRAMING \_\_\_\_\_  
ROOF NAILING \_\_\_\_\_  
OTHER: \_\_\_\_\_

## SPECIAL INSPECTION:

Cover no work until signed  
INSULATION \_\_\_\_\_  
LATH & PLASTER: \_\_\_\_\_  
Cover no work until signed  
EXT LATH \_\_\_\_\_  
INT LATH \_\_\_\_\_  
SHOWER BACKING \_\_\_\_\_  
CORNER BEAD \_\_\_\_\_  
VENEER ANCHORS \_\_\_\_\_

## FINISH INSPECTION:

Do not occupy until signed  
ELECTRICAL \_\_\_\_\_  
PLUMBING \_\_\_\_\_  
GAS 6/9/76  
A/C & HEATING Final  
BUILDING Final  
SEWAGE Final  
CURBING Final  
PARKING \_\_\_\_\_  
DOOR CLOSER \_\_\_\_\_  
T & P VALVE \_\_\_\_\_  
OTHER: \_\_\_\_\_

# AIR CONDITIONING PERMIT

AMOUNT	CLASSIFICATION	Item 15.	E
	PERMIT		
	APPLIANCES		
	AIR DUCTS		
	VENTS		
	VENT DUCTS		
	COMPRESSORS		
	COILS		
	TOWERS		
	COOLERS		
	PRE-COOLERS		
	SPECIAL INSP		
	OTHER:		
TOTAL FEE			

Special Notes:

# ELECTRICAL PERMIT

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	SERVICE	
	ONE CENT RATE	
	1/2 CENT RATE	
	FIXTURES	
	GENERATORS	
	APPLIANCES	
	MISC.	
	MOTORS	
	OUTLETS	
	SIGNS	
	CONSTR POLE	
	TRANSFORMERS	
	ANNUAL PERMIT	
	SPECIAL INSP.	
	OTHER:	
TOTAL FEE		

Special Notes:

# PLUMBING PERMIT

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	FIXTURES	
	SEWER	
	PRIVATE SEWER	
	WATER HEATER	
	GAS PIPING	
	WATER PIPING	
	DRAINAGE	
	SPRINKLERS	
	OTHER:	
TOTAL FEE		

Special Notes:



Owner Freddy Gonzalez Address 85-995 Grapefruit Blvd. Coachella,

CA Date April 24, 19 84

Job Address 85-995 Grapefruit Blvd. Coachella, CA Tract \_\_\_\_\_ Lot \_\_\_\_\_

Description of Work REPLACE SWAMP COOLER, NEW METAL RACK BOLTED TO WALL ABOUT 7' FEET IN HEIGHT

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_

OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_

SPECIAL CONDITIONS PLEASE CALL ONE DAY IN ADVANCE FOR INSPECTIONS-THANK YOU

SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_

Contractor Owner/Builder State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_

COUNTY ASSESSOR'S NUMBER \_\_\_\_\_

Address \_\_\_\_\_ Phone 398-0888

Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_

Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

PLUMBING AND/OR MECHANICAL			ELECTRICAL			BUILDING, SIGN AND/OR GRADING	
Contractor			Contractor			Est. Cost of Bldg.	
QTY.	ITEM	AMOUNT	QTY.	ITEM	AMOUNT	DESCRIPTION	AMOUNT
	Permit			Permit		Building Permit Fee	
	Plumbing Fixtures			Service Amp.		Sign Permit Fee	
	Sewer Connection			Fixtures		Grading Permit Fee	
	Water System			Outlets & Switches		Plan Check Fee	
	Gas System			New Building		OTHER	
				Temporary Power			
				One Cent Rate			
				1/2 Cent Rate			
	Total Plumbing						
1	Mechanical Permit	4 00					
	Heating Unit					New Construction Tax	
	Airconditioning Unit						
	Range Hood						
1	Swamp Cooler	3 00					
	Total Mechanical						
	TOTAL	7 00		TOTAL ELECT.			
						TOTAL FEES PAYABLE	7 00

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

**CERTIFICATION APPEARING ON APPLICATIONS**  
 I have carefully examined the above completed "Application and Permit," and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

Freddy Gonzalez  
 Applicant's Signature

OWNER  CONTRACTOR  AGENT

Tony Butcher  
 Building / Rom Planning

# City of Coachella

1515 Sixth Street Coachella, California 92236 Phone: 398-6131

APPLICATION AND PERMIT REC# 1110

No 0254

Owner Freddy Gonzalez Address 85-995 Grapefruit Blvd. Coachella, CA

Date April 24, 19 86

Job Address 85-995 Grapefruit Blvd. Coachella, CA Tract \_\_\_\_\_ Lot \_\_\_\_\_

Description of Work REPLACE SWAMP COOLER, NEW METAL RACK BOLTED TO WALL ABOUT 7' FEET IN HEIGHT

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_

OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_

SPECIAL CONDITIONS PLEASE CALL ONE DAY IN ADVANCE FOR INSPECTIONS-THANK YOU

SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_

COUNTY ASSESSOR'S NUMBER \_\_\_\_\_

Contractor Owner/Builder State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_

Address \_\_\_\_\_ Phone 398-0888

Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_

Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

BUILDING	APPROVAL	INSPECTOR
	Date	
Set Backs		
Foundations		
Frame		
Insulation		
Dry Wall		
Lath		
Roof Nailing		
Bond Beam		
Final	<u>6-5-74</u>	<u>Quig</u>

PLUMBING	APPROVAL	INSPECTOR
	Date	
Rough		
Wet Test		
Sewer		
Piping		
Pressure		
Gas		
Service		

ELECTRIC	APPROVAL	INSPECTOR
	Date	
Rough		
Grounding		
Outlets		
Fixtures		
Service		
Sub Feed		

**NOTICE**  
 Inspections will be made by appointment when each phase is ready for inspection. This permit will become null and void if construction work is not started within 180 days from date of permit, or if the same period lapses between inspections.  
 Work that is concealed or completed without inspection may be rejected.  
 Any deviation from approved plans must be authorized IN WRITING.

**NOTICE TO CONTRACTORS**  
 Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.

**TACK THIS CARD IN CONSPICUOUS PLACE ON BUILDING.**  
**CALL FOR INSPECTION (24 HOURS IN ADVANCE) — Phone: 398-6131**

# City of Coachella

1515 Sixth Street Coachella, California 92236 Phone: 398-3002

## APPLICATION AND PERMIT

No 0076

*Las Flores*

Owner Mr. Frederico Or Elva Gonzales Address 85-995 Grapefruit Blvd.

Job Address Corner of 7th and Hwy 111 Tract \_\_\_\_\_ Lot \_\_\_\_\_

Description of Work Change old service panel with new service panel

Date Feb. 24, 1986

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_

OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_

SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_

COUNTY ASSESSOR'S NUMBER

765-270-019

SPECIAL CONDITIONS \_\_\_\_\_

Contractor Owner/Builder State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_

Address \_\_\_\_\_ Phone 398-0888

Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_

Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

PLUMBING AND/OR MECHANICAL			ELECTRICAL			BUILDING, SIGN AND/OR GRADING		
Contractor			Contractor			Est. Cost of Bldg.		
QTY.	ITEM	AMOUNT	QTY.	ITEM	AMOUNT	DESCRIPTION	AMOUNT	
	Permit		1	Permit	8 00	Building Permit Fee		
	Plumbing Fixtures		1	Service Amp.	5 00	Sign Permit Fee		
	Sewer Connection			Fixtures		Grading Permit Fee		
	Water System			Outlets & Switches		Plan Check Fee		
	Gas System			New Building		OTHER		
				Temporary Power		Electrical	13	00
				One Cent Rate				
				1/2 Cent Rate				
	Total Plumbing							
	Mechanical Permit					New Construction Tax		
	Heating Unit							
	Airconditioning Unit							
	Range Hood							
						TOTAL FEES PAYABLE	13	00
	Total Mechanical							
	TOTAL			TOTAL ELECT.	13 00			

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

**CERTIFICATION APPEARING ON APPLICATIONS**  
 I have carefully examined the above completed "Application and Permit," and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

*Frederico B. Gonzales*  
 Applicant's Signature

OWNER  CONTRACTOR  AGENT

*J.C. Hernandez*  
 Building Planning

# City of Coachella

## APPLICATION AND PERMIT

1515 Sixth Street    Coachella, California 92236    Phone: 398-3002

N<sup>o</sup> 0076

Owner Dr. Frederico Or Elva Gonzalez Address 6-295 Grapefruit Blvd.

Date Feb. 24, 1986

Job Address Corner of 7th and Hwy 111 Tract \_\_\_\_\_ Lot \_\_\_\_\_

Description of Work Change old service panel with new service panel

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_

OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_

SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_

COUNTY ASSESSOR'S NUMBER

**755-270-019**

### SPECIAL CONDITIONS

Contractor Baron/Ed Ider State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_

Address \_\_\_\_\_ Phone 398-0888

Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_

Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

BUILDING	APPROVAL	INSPECTOR
	Date	
Set Backs		
Foundations		
Frame		
Insulation		
Dry Wall		
Lath		
Roof Nailing		
Bond Beam		
Final	8-20-86	P.J.

PLUMBING	APPROVAL	INSPECTOR
	Date	
Rough		
Wet Test		
Sewer		
Piping		
Pressure		
Gas		
Service		

ELECTRIC	APPROVAL	INSPECTOR
	Date	
Rough		
Grounding		
Outlets		
Fixtures		
Service		
Sub Feed		

#### NOTICE

Inspections will be made by appointment when each phase is ready for inspection. This permit will become null and void if construction work is not started within 180 days from date of permit, or if the same period lapses between inspections. Work that is concealed or completed without inspection may be rejected. Any deviation from approved plans must be authorized IN WRITING.

#### NOTICE TO CONTRACTORS

Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.

Page 218

WARD IN CONSPICUOUS PLACE ON BUILDING.

CALL \_\_\_\_\_ (24 HOURS IN ADVANCE) - Phone: 398-3002

PERMIT NO. **02** Item 15.

Building Address: 85-995 Grapefruit Blvd.  
Owner: Federico Gonzales  
Mailing Address: 52-296 Oasis Palm  
City: Coachella, CA Zip: 92236 Tel: 399-5080 / 398-0888  
Contractor: Owner/Builder  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_  
State Lic. & Classif.: \_\_\_\_\_ City Lic. #: \_\_\_\_\_  
Arch. Engr. Designer: \_\_\_\_\_ Address: \_\_\_\_\_ Tel: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ State Lic. #: \_\_\_\_\_

Use of Permit: Demolition Permit (Roof only)  
Tract No. \_\_\_\_\_ Lot No. \_\_\_\_\_ APN \_\_\_\_\_  
Setbacks: F \_\_\_\_\_ S \_\_\_\_\_ L \_\_\_\_\_ R \_\_\_\_\_ R \_\_\_\_\_ Statistical Code \_\_\_\_\_ Date: 4/16/91

CONSTRUCTION ESTIMATE			
1ST FL.	SQ. FT. @	\$	
2ND FL.	SQ. FT. @		
POR.	SQ. FT. @		
GAR.	SQ. FT. @		
CAR P.	SQ. FT. @		
WALL	SQ. FT. @		
ESTIMATED CONSTRUCTION VALUATION		\$	

NOTE: Not to be used as property tax valuation. Constr. Fee: 25.00

MECHANICAL FEES			
VENT SYSTEM	FAN	EVAP. COOL	HOOD
APPLIANCE			DRYER
FURNACE	UNIT	WALL	FLOOR SUSPENDED
AIR HANDLING UNIT			CFM
ABSORPTION SYSTEM			BTU.
COMPRESSOR		HP	
HEATING SYSTEM	FORCED		GRAVITY
BOILER		BTU.	
MAX. HEATER OUTPUT, BTU.			
ISSUANCE FEE			
TOTAL MECH. FEE			

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER-BUILDER DECLARATION

I hereby affirm that I am exempt from the Contractor's License Law for the following reason: (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance also requires the applicant for such permit to file a signed statement that he is licensed pursuant to Division 3 of the Business and Professions Code, or that he is exempt therefrom, and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).)

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale. (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon; and who does such work himself or through his employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project. (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. \_\_\_\_\_ B. & P.C. for this reason \_\_\_\_\_

Date \_\_\_\_\_ Owner \_\_\_\_\_

WORKERS' COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof. (Sec. 3800, Labor Code.)

Policy No. \_\_\_\_\_ Company \_\_\_\_\_  
 Copy is filed with the city.  Certified copy is hereby furnished.

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

(This section need not be completed if the permit is for one hundred dollars (\$100) valuation or less.) I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Date \_\_\_\_\_ Owner \_\_\_\_\_

NOTICE TO APPLICANT: If, after making this Certificate of Exemption you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued. (Sec. 3097, Civil Code.)

Lender's Name \_\_\_\_\_  
Lender's Address \_\_\_\_\_

This is a building permit when properly filled out, signed and validated, and is subject to expiration if work thereunder is suspended for 180 days.

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter the above mentioned property for inspection purposes.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

This permit becomes null and void if work is not commenced in 180 days or if work is abandoned for 180 days.

Issued by: *Pat Brennan* Date: 4/16/91

NO.	ELECTRICAL FEES	NO.	PLUMBING FEES
UNITS			YARD SPKLR SYSTEM
			BAR SINK
			ROOF DRAINS
			DRAINAGE PIPING
			DRINKING FOUNTAIN
			URINAL
			WATER PIPING
			FLOOR DRAIN
			WATER SOFTENER
			WASHER (AUTO) (DISH)
			GARBAGE DISPOSAL
			LAUNDRY TRAY
			KITCHEN SINK
			WATER CLOSET
			LAVATORY
			SHOWER
			BATH TUB
			WATER HEATER
			SEWAGE DISPOSAL
			HOUSE SEWER
			GAS PIPING
			ISSUANCE FEE
PLAN CK. FEE	CONST. FEE	ELECT. FEE	S.M.
	25.00		
	TOTAL FEES		
	25.00		

NO.	OPERATION	DATE	INSPECTOR
<b>BUILDING APPROVALS</b>			
1	Set Back		
2	Ftgs & Frms		
2A	Slab Grade		
3	Steel		
4	Grout Blocks		
5	Bond Beams		
6	Roof Deck		
7	Framing		
8	Vents		
9	Garage Fire Wall		
10	Fireplace <input type="checkbox"/> P.L. <input type="checkbox"/>		
10A	Fireplace <input type="checkbox"/> T.O. <input type="checkbox"/>		
11	Exterior Lath		
12	Internal Lath		
12A	Drywall		
13	Finish Grade		
	INSULATION	Thick	"R" Value
7A	Walls (Batts)		
12B	Ceiling (Batts)		
12C	Ceiling (Blown)		
14	Final		
<b>PLUMBING APPROVALS</b>			
15	Ground Plumb		
16	Water piping		
17	Rough Plumb		
18	Vents		
19	Sewage Disposal		
20	Sewer		
21	Water Heater		
22	Water Softener		
23	Water Service		
24	Gas Test		
25	Final		
<b>ELECTRICAL APPROVALS</b>			
26	Power Pole		
27	Conduit		
28	Service Entrance		
29	Wiring		
29A	Grounding Wire		
29B	Bonding		
30	Fixtures		
31	Service		
32	Final		

No.	OPERATION	DATE
<b>MECHANICAL APPROVALS</b>		
33	Ventilation System	
34	Plenums & Ducts	
35	Furnace Compart.	
36	Inlets & Outlets	
37	Combustion Air	
38	Compressor	
39	Appl. Clearance	
40	Fire Damper	
41	Smoke Detection Device	
42	Commercial Hood	
43	Final	

OP'N NO. **ADDITIONAL INFORMATION**

*Demolition Completed*  
*5-10-91*  
*PR*

**SEWAGE SYSTEM SIZE & LOCATION**

Tank	Pit	L. Line

**REAR OF PROPERTY LINE**

P/L

PERMIT NO  
**02** Item 15.

*Las Flores Cafe*

Building Address 85-995 Grapefruit Blvd.

Owner Federico & Elva Gonzalez

Mailing Address 52-296 Oasis Palms Ave.

City Coachella Zip 92236 Tel. (619) 398-0888

Contractor Owner/Builder

Address

City Zip Tel.

State Lic. & Classif. City Lic. #

Arch. Engr. Designer Address Tel.

City Zip State Lic. #

**LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

SIGNATURE DATE

**OWNER-BUILDER DECLARATION**

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I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale. (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon and who does such work himself or through his employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project. (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. B. & PC. for this reason

Date *X* Owner *Federico B. Gonzalez*

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof: (Sec. 3800, Labor Code.)

Policy No. Company

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Date Owner

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Lender's Address

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Signature of Applicant Date

Mailing Address

City, State, Zip

This permit becomes null and void if work is not commenced in 180 days or if work is suspended for 180 days.

Issued by *Federico Gonzalez* Date *5/3/91*

Use of Permit  
Up-grading of Beer Bar

Tract No. Lot No. APN

Setbacks Statistical Code Date 5/3/91

**CONSTRUCTION ESTIMATE**

1ST FL.	SQ. FT. @	\$	
2ND FL.	SQ. FT. @		
POR.	SQ. FT. @		
GAR.	SQ. FT. @		
CAR P.	SQ. FT. @		
WALL	SQ. FT. @		
	SQ. FT. @		
ESTIMATED CONSTRUCTION VALUATION		\$15,000	00

NOTE: Not to be used as property tax valuation  
Constr. Fee 162.00

**MECHANICAL FEES**

VENT SYSTEM	FAN	EVAP. COOL	HOOD	
APPLIANCE			DRYER	
FURNACE	UNIT	WALL	FLOOR	SUSPENDED
AIR HANDLING UNIT				CFM
ABSORPTION SYSTEM				B.T.U.
COMPRESSOR		HP		
HEATING SYSTEM	FORCED	GRAVITY		
BOILER		B.T.U.		
MAX. HEATER OUTPUT, B.T.U.				
ISSUANCE FEE				
TOTAL MECH. FEE				

**ELECTRICAL FEES PLUMBING FEES**

NO.	ELECTRICAL FEES	NO.	PLUMBING FEES
			YARD SPKLR SYSTEM
			BAR SINK
5	POWER OUTLET 3 75		ROOF DRAINS
11	Light Fixtures 8 25		DRAINAGE PIPING
			DRINKING FOUNTAIN
			URINAL
			WATER PIPING
			FLOOR DRAIN
			WATER SOFTENER
			WASHER (AUTO) (DISH)
			GARBAGE DISPOSAL
			LAUNDRY TRAY
			KITCHEN SINK
			WATER CLOSET
			LAVATORY
			SHOWER
			BATH TUB
			WATER HEATER
			SEWAGE DISPOSAL
			HOUSE SEWER
			GAS PIPING
1	ISSUANCE FEE 4 50		ISSUANCE FEE
	PLAN/CHK. FEE	CONST. FEE	ELECT. FEE
		162.00	16.50
		TOTAL FEES	
		178.50	



PERMIT NO. **02** Item 15.

Building Address: 85-995 Grapefruit Blvd.  
Owner: Federico Gonzales

Mailing Address: 52-296 Oasis Palms  
City: Coachella, CA 92236  
Tel: 398-0888

Contractor: Owner/Builder

Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

State Lic. & Classif.: \_\_\_\_\_ City Lic. #: \_\_\_\_\_

Arch. Engr., Designer: \_\_\_\_\_  
Address: \_\_\_\_\_ Tel: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ State Lic. #: \_\_\_\_\_

Use of Permit: **New Roof - Restaurant Area and wall (interior)**

Tract No. \_\_\_\_\_ Lot No. \_\_\_\_\_ APN: \_\_\_\_\_

Setbacks: F \_\_\_\_\_ S \_\_\_\_\_ L \_\_\_\_\_ R \_\_\_\_\_ H \_\_\_\_\_

Statistical Code: \_\_\_\_\_ Date: **5/24/91**

CONSTRUCTION ESTIMATE			
1ST FL.	SQ. FT. @		\$
2ND FL.	SQ. FT. @		
POR.	SQ. FT. @		
GAR.	SQ. FT. @		
CAR P.	SQ. FT. @		
WALL	SQ. FT. @		
	SQ. FT. @		
ESTIMATED CONSTRUCTION VALUATION			\$ 3,000.00
NOTE: Not to be used as property tax valuation			Constr. Fee 54.00

MECHANICAL FEES			
VENT SYSTEM	FAN	EVAP. COOL	HOOD
APPLIANCE			DRYER
FURNACE	UNIT	WALL	FLOOR .SUSPENDED
AIR HANDLING UNIT			CFM
ABSORPTION SYSTEM			B.T.U.
COMPRESSOR		HP	
HEATING SYSTEM	FORCED		GRAVITY
BOILER			B.T.U.
MAX. HEATER OUTPUT, B.T.U.			
ISSUANCE FEE			
TOTAL MECH. FEE			

**LICENSED CONTRACTOR'S DECLARATION**  
I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

**OWNER-BUILDER DECLARATION**  
I hereby affirm that I am exempt from the Contractor's License Law for the following reason: (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance also requires the applicant for such permit to file a signed statement that he is licensed pursuant to Division 3 of the Business and Professions Code, or that he is exempt therefrom, and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).)

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale. (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon and who does such work himself or through his employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project. (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. \_\_\_\_\_ B. & PC. for this reason \_\_\_\_\_

Date: **5-24-91** Owner: **Federico Gonzales**

**WORKERS' COMPENSATION DECLARATION**  
I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof. (Sec. 3800, Labor Code.)

Policy No. \_\_\_\_\_ Company: \_\_\_\_\_

Copy is filed with the city.  Certified copy is hereby furnished.

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**  
(This section need not be completed if the permit is for one hundred dollars (\$100) valuation or less.)  
I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Date: \_\_\_\_\_ Owner: \_\_\_\_\_

**NOTICE TO APPLICANT:** If, after making this Certificate of Exemption you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

**CONSTRUCTION LENDING AGENCY**  
I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued. (Sec. 3097, Civil Code.)

Lender's Name: \_\_\_\_\_  
Lender's Address: \_\_\_\_\_

This is a building permit when properly filled out, signed and validated, and is subject to expiration if work thereunder is suspended for 180 days.  
I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter the above mentioned property for inspection purposes.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

ELECTRICAL FEES		PLUMBING FEES	
NO.	UNITS	NO.	UNITS
			YARD SPKLR SYSTEM
	MOBILEHOME SVC.		BAR SINK
	POWER OUTLET		ROOF DRAINS
			DRAINAGE PIPING
			DRINKING FOUNTAIN
			URINAL
			WATER PIPING
			FLOOR DRAIN
			WATER SOFTENER
	SIGN		WASHER (AUTO) (DISH)
			GARBAGE DISPOSAL
			LAUNDRY TRAY
			KITCHEN SINK
	TEMP USE PERMIT SVC		WATER CLOSET
	POLE, TEMP/PERM		LAVATORY
	AMPERES SERV ENT.		SHOWER
	SQ. FT. @ c		BATH TUB
	SQ. FT. @ c		WATER HEATER
	SQ. FT. RESID @ 1/4c		SEWAGE DISPSAL
	SQ. FT. GAR. @ 1/4c		HOUSE SEWER
			GAS PIPING
	ISSUANCE FEE		ISSUANCE FEE
PLAN CK' FEE	CONST. FEE	ELECT. FEE	S.M.I.
		MECH FEE	PLUM FEE
TOTAL FEES		54.00	

This permit becomes null and void if work is not commenced in 180 days or if work is suspended for 180 days.  
Issued by: **Pat Gonzalez** Date: **5/24**  
**by Adell**

NO.	OPERATION	DATE	INSPECTOR
<b>BUILDING APPROVALS</b>			
1	Set Back		
2	Ftgs & Frms		
2A	Slab Grade		
3	Steel		
4	Grout Blocks		
5	Bond Beams		
6	Roof Deck		
7	Framing	6-25-91	<i>DiMarco</i>
8	Vents		
9	Garage Fire Wall		
10	Fireplace PL <input type="checkbox"/>		
10A	Fireplace TO <input type="checkbox"/>		
11	Exterior Lath		
12	Internal Lath		
12A	Drywall		
13	Finish Grade		
	INSULATION	Thick.	R-Value
7A	Walls (Batts)		
12B	Ceiling (Batts)		
12C	Ceiling (Blown)		
14	Final	9-30-91	<i>DiMarco</i>
<b>PLUMBING APPROVALS</b>			
15	Ground Plumb		
16	Water piping		
17	Rough Plumb		
18	Vents		
19	Sewage Disposal		
20	Sewer		
21	Water Heater		
22	Water Softener		
23	Water Service		
24	Gas Test	7-19-91	<i>DiMarco</i>
25	Final	9-30-91	<i>DiMarco</i>
<b>ELECTRICAL APPROVALS</b>			
26	Power Pole		
27	Conduit		
28	Service Entrance		
29	Wiring	6-25-91	<i>DiMarco</i>
29A	Grounding Wire		
29B	Bonding		
30	Fixtures	9-30-91	<i>DiMarco</i>
31	Service		
32	Final	9-30-91	<i>DiMarco</i>

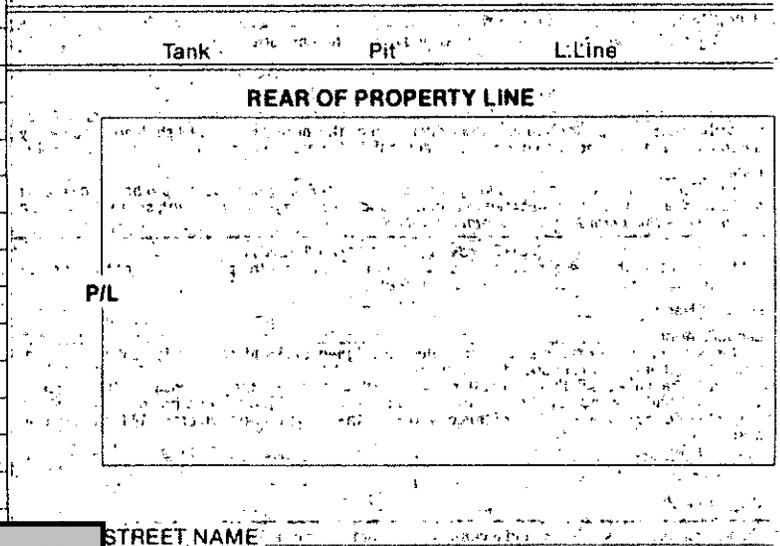
No.	OPERATION	DATE	
<b>MECHANICAL APPROVALS</b>			
33	Ventilation System		
34	Plenums & Ducts	7-8-91	<i>Palumbo</i>
35	Furnace Compart.		
36	Inlets & Outlets		
37	Combustion Air		
38	Compressor		
39	Appl. Clearance		
40	Fire Damper		
41	Smoke Detection Device		
42	Commercial Hood	9-30-91	<i>DiMarco</i>
43	Final	9-30-91	<i>DiMarco</i>

**ADDITIONAL INFORMATION**

TRUSSES 6-25-91 

**SEWAGE SYSTEM SIZE & LOCATION**

Tank      Pit      L-Line



PERMIT NO. **02** Item 15.

Building Address: 85-995 Grapefruit Blvd.  
Owner: Federico & Elva Gonzales  
Mailing Address: 52-296 Oasis Palms Ave.  
City: Coachella, CA 92236 Tel: 398-0888 (Elva) 398-5525  
Contractor: Owner/Bldr.  
Address: Same  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_  
State Lic. & Classif.: \_\_\_\_\_ City Lic. #: \_\_\_\_\_  
Arch. Engr., Designer: \_\_\_\_\_  
Address: \_\_\_\_\_ Tel: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_ State Lic. #: \_\_\_\_\_

Use of Permit: Plumbing Permit  
Tract No. \_\_\_\_\_ Lot No. \_\_\_\_\_ APN \_\_\_\_\_  
Setbacks: F \_\_\_\_\_ S \_\_\_\_\_ L \_\_\_\_\_ R \_\_\_\_\_ R \_\_\_\_\_  
Statistical Code: \_\_\_\_\_ Date: \_\_\_\_\_

CONSTRUCTION ESTIMATE			
1ST FL.	SQ. FT. @		\$
2ND FL.	SQ. FT. @		
POR.	SQ. FT. @		
GAR.	SQ. FT. @		
CAR P.	SQ. FT. @		
WALL	SQ. FT. @		
	SQ. FT. @		
ESTIMATED CONSTRUCTION VALUATION			\$

NOTE: Not to be used as property tax valuation  
Constr. Fee

MECHANICAL FEES			
VENT SYSTEM	FAN	EVAP. COOL	HOOD
APPLIANCE			DRYER
FURNACE	UNIT	WALL	FLOOR SUSPENDED
AIR HANDLING UNIT			CFM
ABSORPTION SYSTEM			BT.U.
COMPRESSOR		HP	
HEATING SYSTEM	FORCED	GRAVITY	
BOILER		BT.U.	
MAX. HEATER OUTPUT, BT.U.			
ISSUANCE FEE			
			TOTAL MECH. FEE

LICENSED CONTRACTOR'S DECLARATION

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I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale. (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon and who does such work himself or through his employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.)

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I am exempt under Sec. \_\_\_\_\_ B. & P.C. for this reason \_\_\_\_\_

Date: \_\_\_\_\_ Owner: Federico & Elva Gonzales

WORKERS' COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof. (Sec. 3800, Labor Code.)

Policy No. \_\_\_\_\_ Company \_\_\_\_\_  
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Date: \_\_\_\_\_ Owner: \_\_\_\_\_  
NOTICE TO APPLICANT: If, after making this Certificate of Exemption you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provision or this permit shall be deemed revoked.

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Lender's Name: \_\_\_\_\_  
Lender's Address: \_\_\_\_\_  
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I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter the above mentioned property for inspection purposes.  
Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

NO.	ELECTRICAL FEES	NO.	PLUMBING FEES
	UNITS		YARD SPKLR SYSTEM
	MOBILEHOME SVC.	1	BAR SINK 6.00
	POWER OUTLET		ROOF DRAINS
			DRAINAGE PIPING
			DRINKING FOUNTAIN
			URINAL
		1	WATER PIPING 3.00
		2	FLOOR DRAIN SINK 6.00
			WATER SOFTENER
	SIGN		WASHER (AUTO) (DISH)
			GARBAGE DISPOSAL
			LAUNDRY TRAY
		1	KITCHEN SINK 6.00
	TEMP USE PERMIT SVC	4	WATER CLOSET 24.00
	POLE, TEMP/PERM	4	LAVATORY 24.00
	AMPERES SERV ENT		SHOWER
	SQ. FT. @ c		BATH TUB
	SQ. FT. @ c		WATER HEATER
	SQ. FT. RESID @ 1/4c		SEWAGE DISPSAL
	SQ. FT. GAR. @ 1/4c		HOUSE SEWER
			GAS PIPING
	ISSUANCE FEE	1	ISSUANCE FEE 15.00
PLAN CK? FEE	CONST. FEE	ELECT. FEE	S.M.I.
			MECH FEE
			PLUM FEE
			90.00

This permit becomes null and void if work is not commenced in 180 days or if work is suspended for 180 days.  
Issued by: P.E. [Signature] Date: 6-21

Page 225 TOTAL FEES 90.00

NO.	OPERATION	DATE	INSPECTOR	No.	OPERATION	DATE	INSPECTOR
<b>BUILDING APPROVALS</b>				<b>MECHANICAL APPROVALS</b>			
1	Set Back			33	Ventilation System		
2	Ftgs & Frms			34	Plenums & Ducts		
2A	Slab Grade			35	Furnace Compartment		
3	Steel			36	Inlets & Outlets		
4	Grout Blocks			37	Combustion Air		
5	Bond Beams			38	Compressor		
6	Roof Deck			39	Appl. Clearance		
7	Framing			40	Fire Damper		
8	Vents			41	Smoke Detection Device		
9	Garage Fire Wall			42	Commercial Hood		
10	Fireplace PL <input type="checkbox"/>			43	Final		
10A	Fireplace T.O. <input type="checkbox"/>			<b>ADDITIONAL INFORMATION</b>			
11	Exterior Lath						
12	Internal Lath						
12A	Drywall						
13	Finish Grade						
<b>INSULATION</b>		Thick	"R" Value				
7A	Walls (Batts)						
12B	Ceiling (Batts)						
12C	Ceiling (Blown)						
14	Final						
<b>PLUMBING APPROVALS</b>							
15	Ground Plumb						
16	Water piping	6-25-91	<i>Removal</i>				
17	Rough Plumb	6-25-91	<i>Removal</i>				
18	Vents						
19	Sewage Disposal						
20	Sewer						
21	Water Heater						
22	Water Softener						
23	Water Service						
24	Gas Test						
25	Final	9-30-91	<i>Removal</i>				
<b>SEWAGE SYSTEM SIZE &amp; LOCATION</b>							
Tank		Pit	L. Line				
<b>ELECTRICAL APPROVALS</b>							
26	Power Pole						
27	Conduit						
28	Service Entrance						
29	Wiring						
29A	Grounding Wire						
29B	Bonding						
30	Fixtures						
31	Service						
32	Final						
<b>REAR OF PROPERTY LINE</b>							
<div style="border: 1px solid black; padding: 5px;"> <p>PL</p> </div>							
STREET NAME							



NO.	OPERATION	DATE	INSPECTOR
<b>BUILDING APPROVALS</b>			
1	Set Back		
2	Figs & Frms		
2A	Slab Grade		
3	Steel		
4	Grout Blocks		
5	Bond Beams		
6	Roof Deck		
7	Framing		
8	Vents		
9	Garage Fire Wall		
10	Fireplace PL <input type="checkbox"/>		
10A	Fireplace TO <input type="checkbox"/>		
11	Exterior Lath		
12	Internal Lath		
12A	Drywall		
13	Finish Grade		
	INSULATION	Thick	R Value
7A	Walls (Batts)		
12B	Ceiling (Batts)		
12C	Ceiling (Blown)		
14	Final		
<b>PLUMBING APPROVALS</b>			
15	Ground Plumb		
16	Water piping		
17	Rough Plumb		
18	Vents		
19	Sewage Disposal		
20	Sewer		
21	Water Heater		
22	Water Softener		
23	Water Service		
24	Gas Test		
25	Final		
<b>ELECTRICAL APPROVALS</b>			
26	Power Pole		
27	Conduit		
28	Service Entrance		
29	Wiring		
29A	Grounding Wire		
29B	Bonding		
30	Fixtures		
31	Service		
32	Final		

No.	OPERATION	DATE
<b>MECHANICAL APPROVALS</b>		
33	Ventilation System	
34	Plenums & Ducts	
35	Furnace Compart	
36	Inlets & Outlets	
37	Combustion Air	
38	Compressor	
39	Appl. Clearance	
40	Fire Damper	
41	Smoke Detection Device	
42	Commercial Hood	
43	Final	
OPN NO.	<b>ADDITIONAL INFORMATION</b>	
	<p>final on sign 9-30-86 </p>	
<b>SEWAGE SYSTEM SIZE &amp; LOCATION</b>		
	Tank	Pit
		L. Line
<b>REAR OF PROPERTY LINE</b>		
<div style="border: 1px solid black; padding: 5px;"> <p>P/L</p> </div>		
<b>STREET NAME</b>		