



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

# AGENDA

OF A REGULAR MEETING  
OF THE  
CITY OF COACHELLA

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

**May 10, 2023**

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

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p><b>If you would like to attend the meeting via Zoom, here is the link:</b></p> <p><a href="https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09">https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</a> Or One tap mobile : 16699006833,,88457271898#,,, *606140# Or Telephone: US: +1 669 900 6833 <b>Webinar ID: 884 5727 1898</b> <b>Passcode: 606140</b></p> <p><b>Spanish:</b> El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**

If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.
  - **In Writing:**

Written comments may be submitted to the City Council electronically via email to [cityclerk@coachella.org](mailto:cityclerk@coachella.org). Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at [www.coachella.org](http://www.coachella.org), and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

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

**ROLL CALL:**

**APPROVAL OF AGENDA:**

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

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

**ADJOURN TO CLOSED SESSION:**

1. Public Employee Performance Evaluation Pursuant to Government Code Section 54947  
Title: City Manager
2. Public Employee Performance Evaluation Pursuant to Government Code Section 54947  
Title: City Attorney
3. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:  
City Labor Negotiator: City Manager Gabriel Martin; Interim Finance Director William Pattison  
Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees
4. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:  
City Labor Negotiator: City Manager Gabriel Martin; Interim Finance Director William Pattison  
Employee Organization: Teamsters Local 1932 Representing Mid-Management Employees

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

**PLEDGE OF ALLEGIANCE:**

**CLOSED SESSION ANNOUNCEMENTS:**

**PROCLAMATIONS/PRESENTATIONS:**

- [5.](#) Proclamation Presented to Deputy Nevins
- [6.](#) Fibromyalgia Awareness Month
- [7.](#) Lupus Awareness Month



8. Presentation on the 2023-2024 Annual Operating Budget

**WRITTEN COMMUNICATIONS:**

**CONSENT CALENDAR:**

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

9. Meeting Minutes of April 26, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency
10. Award maintenance agreement to Vintage Landscape for Landscape Maintenance Services for Bagdouma Park Project No. 031623.
11. Award maintenance services agreement to Vintage Landscape for Landscape Maintenance Services for City Medians and Downtown 6<sup>th</sup> Street Project No. 031623B.
12. Award construction agreement to Desert Concepts Construction Inc. for the Tierra Del Sol Decorative Lighting Improvements Project LL-03-021323.
13. Adopt resolution setting a June 14, 2023 public hearing date for Municipal Solid Waste Rates for fiscal year 2023/2024.
14. Professional Service Agreement with Michael Baker International to develop a Parcel Map for Avenue 50 Extension Condemnation Parcels, City Project ST-98.
15. Adopt Resolution No. 2023-26, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2023-24, Funded by SB 1: Road Repair and Accountability Act.
16. Community Facilities District (CFD No. 2005-01) Annexation 32 – (Placita Dolores Huerta– Phase 1 Parcel Map No. 37833 - Ordinance No. 1202 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (2nd Reading)
17. Authorize Transfer of Funds in the Amount Of \$124,626.00 from Measure A to Project S-24, Avenue 48 And Harrison Street Sewer Improvements.
18. Approve a contribution to Coachella Valley Association of Governments' CV Housing First program in the amount of \$100,000 for current Fiscal Year 2022-23 and MOU
19. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of May 10, 2023, \$3,466,894.56.
20. Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for Cannabis Social Equity Consulting Services in a Not-to-Exceed Amount of \$50,000

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

- [21.](#) Approve cooperative agreement for El Grito Event between the City of Coachella, Telemundo and Mexican Consulate in San Bernardino and approve operation of a beer garden at Rancho Las Flores Park for the 2023 El Grito Event
- [22.](#) Professional Service Agreement with California Waters Development, Inc. to provide Design/Build Construction Services in an amount not to exceed \$46,000 for the design phase and authorize appropriation of \$46,000 from General Fund for the Veteran's Park Splash Pad Project, City Project P-26.
- [23.](#) Recommend approval of Memorandum of Understanding for Library Operations at the Coachella Library between the City of Coachella and County of Riverside
- [24.](#) City of Coachella Annual Progress Report (APR) to the California Dept. of Housing Community Development
- [25.](#) Pueblo Viejo Downtown Parking Survey Update

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

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

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

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, in January 2022 Deputy Nevins conducted a lengthy investigation which resulted in arresting four people for possession of several hundred fentanyl pills, powdered fentanyl, methamphetamine, one stolen vehicle, two ghost guns, and one recovered stolen firearm; and

**WHEREAS**, Deputy Nevins has completed two tours at the Thermal Station from August 2012 to July 2016 and November 2020 to May 2023; and

**WHEREAS**, Deputy Nevins has been a part of the CCAT (Career Criminal Apprehension Team) since March 2021 to May 2023; and

**WHEREAS**, in March 2022 and December 2022 Deputy Nevins received commendations from his Supervisor regarding the arrest and filing of three Watson arrests; and

**WHEREAS**, in June 2022 Deputy Nevins coordinated and conducted several buy busts of illegal fireworks within the city of Coachella and received a commendation from Captain Bianco after recovering over 1,500lbs of illegal mortar type fireworks; and

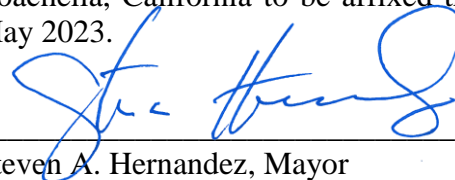
**WHEREAS**, Deputy Nevins also received commendations from OTS grant manager for timely grant reports and accurate budget management; and

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

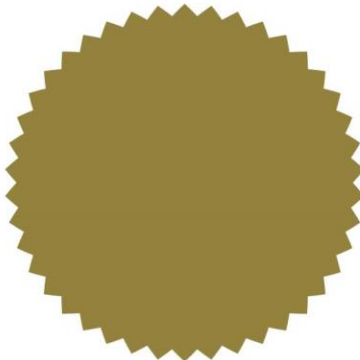
*Deputy Nevins*

and urge all citizens of the City of Coachella to thank him for his service, dedication and care he has provided for the families of Coachella.

**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 10<sup>th</sup> day of May 2023.



Steven A. Hernandez, Mayor  
City of Coachella, California



CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS,** Fibromyalgia is a complex chronic illness which causes fatigue, cognitive problems, and debilitating pain in women, men, and children of all ages and races; and

**WHEREAS,** over 4 million people in the United States—2 to 4 percent of the population and millions of people worldwide—have been diagnosed with Fibromyalgia, a disease for which there is no known cure; and

**WHEREAS,** Fibromyalgia often takes an average of three to five years to receive a diagnosis; and

**WHEREAS,** existing public information, medical education, research, and resources to properly serve patient communities remain inadequately disseminated and are insufficient in addressing the needs of specific diverse populations and other underserved groups; and

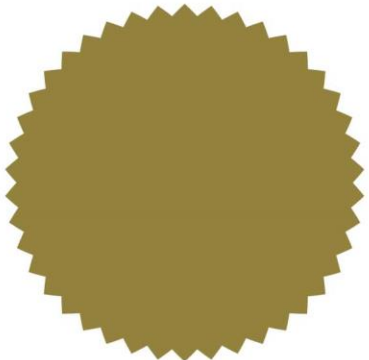
**WHEREAS,** Fibromyalgia is present in children and young adults which poses unique challenges for this population who not only struggle with the symptoms of this illness, but also from the lack of understanding and lack of social acceptance; and

**WHEREAS,** increased public awareness, education and research are the key to winning the battle against Fibromyalgia; and

**NOW THEREFORE,** I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby claim May 2023 as

*Fibromyalgia Awareness Month*

and urge all citizens of the City of Coachella to increase awareness and understanding of fibromyalgia 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 10<sup>th</sup> day of May 2023.

*Steven A. Hernandez*  
\_\_\_\_\_  
Steven A. Hernandez, Mayor  
City of Coachella, California



CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, Systemic Lupus Erythematosus, commonly known as lupus, is a chronic, complex, and often life-threatening autoimmune disease; that randomly attacks the body’s own tissues, vital organs and joints; and

**WHEREAS**, it is estimated that there are over 322,000 to 1.5 million people with lupus in the United States and there are an estimated 16,000 new cases each year. Lupus mostly strikes women of childbearing age. However, men, children and teenagers develop lupus, too; and

**WHEREAS**, increasing public awareness and focusing on public attention on lupus and its devastating impact on patients’ lives will provide hope for a better future for those affected; and

**WHEREAS**, Lupus is one of the most difficult diseases to diagnose because its symptoms come and go, mimic other diseases, and there is no single test that can definitively identify the illness, early diagnosis and proper treatments are critical to the improvement of the quality of life and survival rate of people with Lupus, there is no known cause or cure for lupus; and

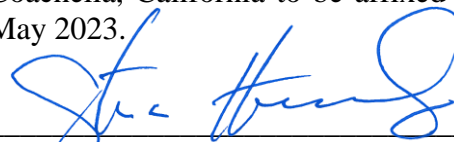
**WHEREAS**, Looms for Lupus works to raise awareness of the signs and symptoms of lupus and to promote education, research, social support, and quality medical care for our citizens who live with, or care for someone who struggles with this disease; and

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

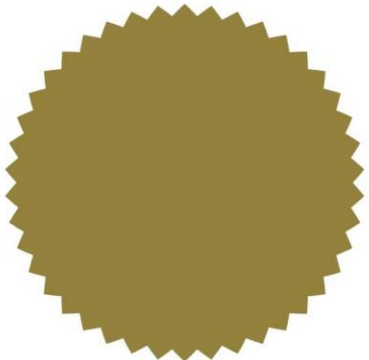
*Lupus Awareness Month*

and urge all citizens of the City of Coachella to increase awareness and understanding of lupus 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 10<sup>th</sup> day of May 2023.



Steven A. Hernandez, Mayor  
City of Coachella, California





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# MINUTES

OF A REGULAR MEETING  
OF THE  
CITY OF COACHELLA

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

**April 26, 2023**

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

**CALL TO ORDER:**

The Closed Session of the City Council of the City of Coachella was called to order at 5:00 P.M.

**ROLL CALL:**

Present: Councilmember Dr. Figueroa, Councilmember Virgen, Councilmember Delgado, Mayor Hernandez

Absent: Mayor Pro Tem Galarza

City Clerk Zepeda absent for the Closed Session and arrived in person for the Regular Meeting  
City Treasurer Aviles via zoom

**APPROVAL OF AGENDA:**

*City Manager Martin requested closed session Item 1 &2 language to strike Public Works Director and add City Engineer and to add an additional Item 3a. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:*

*Mayor Hernandez requested to add an additional named Item 5. City Manager Evaluation*

Motion: To approve Agenda with modifications

Made by: Councilmember Dr. Figueroa

Seconded by: Councilmember Virgen

Approved: 4-0, by a unanimous voice vote

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

None.

**ADJOURN TO CLOSED SESSION:**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 768-160-001 Agency Negotiator: City Manager and Public Works Director  
Negotiating Parties: RMM Inv Capital Under Negotiation: Price and Terms
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 768-163-001 City Negotiator: City Manager and Public Works Director  
Negotiating Parties: Javier Botello and Virginia Botello Under Negotiation: Price and Terms
3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:  
City Labor Negotiator: City Manager Gabriel Martin; Interim Finance Director William Pattison  
Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1) In re: National Prescription Opiate Litigation Case No.: U.S.D.C. Case No. 1:17-CV-2804 Court: United States District Court, Northern District of Ohio, Judge Dan Aaron Polster

**RECONVENE REGULAR MEETING:**

The City Council reconvened into the regular meeting at 6:00 P.M.

**PLEDGE OF ALLEGIANCE:**

The pledge of Allegiance was led by Robert Caballero.

**CLOSED SESSION ANNOUNCEMENTS:**

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

**PROCLAMATIONS/PRESENTATIONS:**

5. Greater Coachella Valley Chamber of Commerce - Enda Rodriguez
6. Coachella Valley Unified School District Proclamation Recipients: Alberto Rodriguez, Jonathan Marquez-Leal, Judith Ortiz, Mario Gallo, Matias Villanueva, Natalie Araujo, Omar Garcia, Richard Yanez, Victor Flores-Munoz
7. CVAG's CV Housing First Program
8. Audit Report Presentation (Councilmember Virgen stepped away at 7:18 p.m. and returned at 7:19 p.m.)
9. Grants Presentation

10. Mid-Year Budget Review (Councilmember Virgen stepped away at 7:33 p.m. and returned at 7:34 p.m.)

**WRITTEN COMMUNICATIONS:**

None

**CONSENT CALENDAR:**

*City Manager Martin requested that Item 19 be pulled from the Consent Calendar due to vendor being unable to perform job at original quoted cost.*

11. Meeting Minutes of March 22, 2023, of the City Council, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency
12. Special Meeting Minutes of April 19, 2023 of the City Council, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency
13. Maintenance of Effort Certification Statements Fiscal Year 2023/2024, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding
14. Authorize a Community-Based Grant to Elder Love USA in the Amount of \$1,000 to Support its In-Home Caregiving Program for Older Adults
15. 2022 Coachella Parks and Recreation Foundation activity update.
16. Building Activity Report Q1 2023  
Code, Graffiti, Animal Control Report Q1 2023  
Engineering Report Q1 2023  
Licensee Report Q1 2023  
Utilities Report Q1 2023
17. Modify construction contract budget with Desert Concepts and modify total project budget for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.
18. Authorize the City Manager to extend the contract with The Pun Group, LLP for Professional Auditing Services.



19. Authorize execution of Amendment No. 1 between the City of Coachella and Conserve Landcare LLC for Project No. 032921.
20. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of April 26, 2023, \$5,624,124.04.
21. Authorization to file a Notice of Completion for Pedestrian Roadway and Safety Improvements, City Project ST-134.
22. Amendment No. 2 to the Sub-Reimbursement Agreement by and between Coachella Valley Association of Governments (CVAG), City of Coachella and Riverside County (County) for the Avenue 48 Widening Project between Van Buren and Dillon Road, City Project ST-131.
23. Investment Report – February 2023

Motion: To approve the Consent Calendar as printed with the removal of Item 19

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Hernandez

Approved: 4-0, by a unanimous voice vote

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

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Galarza

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

(Councilmember Dr. Figueroa stepped away at 8:16 p.m. and returned at 8:19 p.m.)

24. Professional Service Agreement with Michael Baker International to develop an updated Pavement Management System (PMS) Report.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Dr. Figueroa

Approved: 4-0, by a unanimous voice vote

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

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Galarza

25. Recommend updating park user fee schedule to reflect collection at 50% of the approved rates starting on July 1, 2023 and collection at 100% of the approved rates on January 1, 2024; recommend continuance of Public Field Use Days with Bagdouma Park Field 3 modification.

Motion: To one-year continuance on Park User Fees with exception of approval of staff recommendation on Field 3.

Made by: Councilmember Dr. Figueroa  
Seconded by: Mayor Hernandez  
Approved: 4-0, by a unanimous voice vote

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

26. Appointments to the Coachella Parks and Recreation Commission, five new Commissioners and one Alternate Commissioner.

Mayor Hernandez elected Andrew Gallegos, Councilmember Dr. Figueroa elected Karen Hernandez, Councilmember Virgen elected Marcos Granados Jr., Councilmember Delgado elected Robert Antonio Caballero, Mayor Pro Tem Galarza elected Rosalio Avila, and Mayor Hernandez elected J. Carlos Ayala for Alternate Commissioner.

Motion: To approve five new Commissioners and one Alternate Commissioners to the Coachella Parks and Recreation Commission

Made by: Councilmember Dr. Figueroa  
Seconded by: Mayor Hernandez  
Approved: 4-0, by a unanimous voice vote

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

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

27. Community Facilities District (CFD No. 2005-01) Annexation 32 – (Placita Dolores Huerta– Phase 1 Parcel Map No. 37833)

a) Resolution No. 2023-20 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 32) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Motion: To approve per staff recommendation

Made by: Councilmember Dr. Frank Figueroa  
Seconded by: Councilmember Virgen  
Approved: 4-0, by a unanimous voice vote

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

- b) Resolution No. 2023-21 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 32 (Placita Dolores Huerta– Phase 1 Parcel Map No. 37833).

Motion: To approve per staff recommendation

Made by: Councilmember Dr. Figueroa  
Seconded by: Councilmember Virgen  
Approved: 4-0, by a unanimous voice vote

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

- c) Resolution No. 2023-22 Canvassing The Results of The Election Held Within CFD No. 2005-01 (Area No. 32)

Motion: To approve per staff recommendation

Made by: Councilmember Dr. Figueroa  
Seconded by: Councilmember Virgen  
Approved: 4-0, by a unanimous voice vote

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

- d) Ordinance No. 1202 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (1st Reading)

Motion: To approve per staff recommendation

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Hernandez  
Approved: 4-0, by a unanimous voice vote

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

(Public Hearing opened at 9:14 p.m. and closed at 9:14 p.m.)

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

1. Robert Caballero

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees:

Councilmember Dr. Figueroa:

1. Requested that city website be updated and more interactive. Information is buried and hard to find.
2. Wants all meeting videos posted for transparency.

Councilmember Virgen:

1. Farmchella – Would like to know the number of families served that day.
2. Requested that staff add language to agenda advising if there would be a “Fiscal Impact”, “General Fund”, and/or “Budget Impact”.

Councilmember Delgado:

1. Agreed with Councilmember Dr. Figueroa that website needed to be updated and user friendly.
2. Requested City Manager Martin present on PIO and list of current projects.
3. Keys to the City – wants to learn how we evaluate, what is the criteria and would like to participate in the selections.
4. ARPA Funding – would like to see a presentation regarding the two items remaining and what else has been added from the study session.
5. Disagrees with council regarding cancellations of Council Meeting.
6. Dog Neutering – What is the fee? Do dogs have to be registered?

Mayor Hernandez:

1. Wants to look into mandating alternate transportation. Master Plan to implement charging stations as current stations are not sufficient.
2. CV Link will break ground this year. Have it on your radar.

City Manager’s Comments:

1. LAFCO – 60 days draft report. Will need council’s comments.

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:44 P.M.

Respectfully submitted,



Angela Zepada  
City Clerk  
City of Coachella



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Award maintenance agreement to Vintage Landscape for Landscape Maintenance Services for Bagdouma Park Project No. 031623.

**STAFF RECOMMENDATION:**

Award maintenance agreement to Vintage Landscape for Landscape Maintenance Services for Bagdouma Park Project No. 031623.

**EXECUTIVE SUMMARY:**

The City published a Request for Proposals (RFP) for Landscape Maintenance Services for Bagdouma Park Project. This RFP closed on April 24, 2023 and the City received two responses. As included in the RFP, the selection criteria used to identify the most qualified Proposer was based upon the highest scoring proposer; scoring was completed based upon a three-member staff selection panel. Each panelist member scored all proposals received per the evaluation criteria established in the RFP (total points 100):

- Contractor Information (Including References) – 20 Points
- Proposed Project Work Schedules – 25 Points
- Proposed Facilities, Equipment, Materials, and Staffing Schedule – 20 Points
- Communications, Traffic Safety, Green waste – 5 Points
- Cost Proposal – 25 Points
- Completeness, Thoroughness, Clarity, and Neatness of Proposal – 5 Points

Based upon these selection criteria, the top ranked proposer selected was Vintage Associates Inc. The scores and service amounts submitted by each proposer are listed below:

<b>Scores</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b>Totals</b>
				(Max is 300)
Mariposa Landscape Inc.	82	83	78	243
Vintage Landscape	88	93	91	272

<b>Prices for Services</b>	<b>Annual Amounts</b>
Mariposa Landscape Inc.	\$ 371,280.00
Vintage Landscape	\$ 304,800.00

Staff recommends award of the RFP and corresponding landscape maintenance agreement in an amount not to exceed \$381,000 (two-year term); the recommended award amount is the two-year contract amount of \$304,800 plus a 25% contingency to allow for plant/turf replacement and overseeding as needed throughout the agreement term. The agreement, as identified in the RFP, will have a two-year term. The term for the proposed agreement is from July 23, 2023 – July 22, 2025.

**FISCAL IMPACT:**

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

Attachment:

Proposed Agreement

**CITY OF COACHELLA**  
**MAINTENANCE SERVICES AGREEMENT – PROJECT NO. 031623**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this May 10, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Vintage Associates Inc.,(DBA Vintage Landscape) a corporation, with its principal place of business at 78-755 Darby Road, Bermuda Dunes, CA 92203 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

City desires to engage Contractor to render such services for the Landscape Maintenance Services for: Bagdouma Park Project No. 031623 (“Project”) as set forth in this Agreement.



### 3. TERMS.

#### 3.1 Scope of Services and Term.

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

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

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

3.1.3 Term. The term of this Agreement shall be from July 23, 2023 to July 22, 2025 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement by one additional one-year term.

### **3.2 Responsibilities of Contractor.**

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

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

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

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled

in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

#### 3.2.8.1 Period of Performance and Liquidated Damages.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **two hundred dollars (\$200.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees,

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

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

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

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its

directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

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

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



### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three hundred eighty-one thousand dollars and zero cents (\$381,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require, if applicable, the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If applicable the Services are being performed as part of an applicable "public works" or "maintenance" project, as

defined by the Prevailing Wage Laws, and if applicable the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

**Contractor:**

Vintage Associates Inc  
78-755 Darby Road  
Bermuda Dunes, CA 92203  
Attn: David Smith

**City:**

City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
Attn: Maritza Martinez, Public Works Department

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

### 3.5.3 Ownership of Materials and Confidentiality.

#### 3.5.3.1 Documents & Data; Licensing of Intellectual Property.

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

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

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

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

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

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

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

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

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

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin,

handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

### **3.6 Subcontracting.**

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



**CITY OF COACHELLA**

**VINTAGE ASSOCIATES INC DBA VINTAGE  
LANDSCAPE**

By: \_\_\_\_\_  
Dr. Gabriel D. Martin  
City Manager

By: \_\_\_\_\_  
Kyle Gritters  
President

*Attest:*  
  
\_\_\_\_\_  
City Clerk

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

*Approved as to form:*

\_\_\_\_\_  
Best, Best & Krieger

**SCOPE OF SERVICES**

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

**1. Scope of Work**

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

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

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

## **CONTRACTOR'S LICENSE REQUIREMENTS**

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

## **MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS**

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

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

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

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

### CONTRACTOR'S WORK SCHEDULES

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

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

Bi  
 Daily    Weekly    Weekly    Monthly    Quarterly    Annually

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

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

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

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

### Monthly Walk-Through and Reports

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

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

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

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

**SAFETY**

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

**REPORTING DAMANGE/MALFUNCTION/VANDALISM**

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

**STORAGE FACILITIES**

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

**PLANT MAINTENANCE**

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

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

### TREE MAINTENANCE

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

- F. The Contractor shall remove their debris from pruning and tree maintenance

the same working day as accumulated.

See also **LITTER**

**CONTROL/DEBRIS REMOVAL** Section below.

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

## SHRUB MAINTENANCE

### A. Pruning

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



for vehicle sight distance depending upon roadway topography.

**B. Shrubbery Replacement**

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

**C. Pruning Schedule**

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

**D. Fertilization**

SEE **FERTILIZER APPLICATIONS** Section below.

**E. Cultivation**

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

**F. Irrigation (Deep Soaking)**

See **WATER MANAGEMENT** Section below.

## **TURF GRASS MAINTENANCE**

**A. General**

**1. Turf Grass Mowing:**

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

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

## 2. Turf Grass Edging and Trimming:

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

## 3. Overseeding:

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

## GROUND COVER MAINTENANCE

### A. General

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

## WEED CONTROL

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

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

## **PEST CONTROL**

### **General**

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

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

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

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

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

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

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

### **Application of Pesticides**

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

- 1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
- 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
- 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.

- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
  - 1. The pest to be controlled
  - 2. Method of control
  - 3. Copies of the product labels
  - 4. MSDS Sheets
  - 5. A frequency schedule
  - 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City’s representative. Material use reports for all pesticides shall be filed with the City no later than the 10<sup>th</sup> of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

**Herbicides**

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

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

### **Insecticides/Fungicides**

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

### **FERTILIZER APPLICATIONS**

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

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

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

## LITTER CONTROL / DEBRIS REMOVAL

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



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

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

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

## **SIDEWALK / HARDSCAPE AREA CLEANING**

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

## **RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)**

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

## **DRAINAGE FACILITIES**

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

## **GREEN WASTE**

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

## EXTRA WORK

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

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

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
  - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
  - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
  - C. City will issue work request for such extra work to be preformed.
  - D. Extra work may include, but is not limited to, the following:
    - a. Changing Light Fixtures
    - b. Changing light bulbs
    - c. Installing hardware
  - E. Repairs due to vandalism
  - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.

**Extra work must be approved by the City Representative in writing.**

## GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due

to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

Initial Term: July 23, 2023 – July 22, 2025

Please see attached detail schedule of services.

## EXHIBIT "C"

### COMPENSATION

- Total Per Month = \$12,700
- Total Annually = \$152,400
- Total not-to-exceed for Two Year Term
  - \$381,000.00 (Two Year Term plus 25% contingency)
- Any additional work requested will be as provided by the Contractor in the response to the RFP for Project 031623.



**STAFF REPORT  
5/10/2023**

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

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

**SUBJECT:** Award maintenance services agreement to Vintage Landscape for Landscape Maintenance Services for City Medians and Downtown 6<sup>th</sup> Street Project No. 031623B.

**STAFF RECOMMENDATION:**

Award maintenance services agreement to Vintage Associates Inc. for Landscape Maintenance Services for City Medians and Downtown 6<sup>th</sup> Street Project No. 031623B.

**EXECUTIVE SUMMARY:**

The City published a Request for Proposals (“RFP”) for Landscape Maintenance Services for City Medians and Downtown 6<sup>th</sup> Street. This RFP closed on April 24, 2023 and the City received two responses. The locations included in the RFP includes 6<sup>th</sup> Street from Cesar Chavez to Grapefruit Blvd.(including City Hall) and medians/parkways located along: Dillon Road, Grapefruit Blvd., Cesar Chavez St., Avenue 50, Avenue 54.

As included in the RFP, the selection criteria used to identify the most qualified Proposer was based upon the highest scoring proposer; scoring was completed based upon a three-member panel. Each panelist member scored all proposals received per the evaluation criteria established in the RFP (total points 100):

- Contractor Information (Including References) – 20 Points
- Proposed Project Work Schedules – 25 Points
- Proposed Facilities, Equipment, Materials, and Staffing Schedule – 20 Points
- Communications, Traffic Safety, Green waste – 5 Points
- Cost Proposal – 25 Points
- Completeness, Thoroughness, Clarity, and Neatness of Proposal – 5 Points

Based upon these selection criteria, the top ranked proposer selected was Vintage Associates Inc DBA Vintage Landscape. The scores and service amounts for each proposer are listed below:

<b>Scores</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>-</u></b>	<b><u>Totals</u></b>
					(Max is 300)
Mariposa Landscape Inc.	80	83	78		241
Vintage Landscape	87	93	92		<b>272</b>

<b>Prices for Services</b>	<b>2 Yr. Term Amounts</b>
Mariposa Landscape Inc.	\$ 184,536.00
Vintage Landscape	\$ 127,200.00

Staff recommends award of the RFP and corresponding landscape maintenance agreement in an amount not to exceed \$159,000 (two-year term); the recommended award amount is the two-year contract amount of \$159,800 plus a 25% contingency to allow for plant/turf replacement and overseeding as needed throughout the agreement term. The agreement, as identified in the RFP, will have a two-year term. The term for the proposed agreement is from July 23, 2023 – July 22, 2025.

**FISCAL IMPACT:**

The recommended action will not have a fiscal impact.

Attachments:

Proposed Agreement



**CITY OF COACHELLA**  
**MAINTENANCE SERVICES AGREEMENT – PROJECT NO. 031623B**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this May 10, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Vintage Associates Inc.,(DBA Vintage Landscape) a corporation, with its principal place of business at 78-755 Darby Road, Bermuda Dunes, CA 92203 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

City desires to engage Contractor to render such services for the Landscape Maintenance Services for: City Medians and Downtown 6<sup>th</sup> Street Project No. 031623B (“Project”) as set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

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

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

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

3.1.3 Term. The term of this Agreement shall be from July 23, 2023 to July 22, 2025 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement by one additional one-year term.

### **3.2 Responsibilities of Contractor.**

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

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

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

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled

in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

#### 3.2.8.1 Period of Performance and Liquidated Damages.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **two hundred dollars (\$200.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees,

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

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

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

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its



directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

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

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **one hundred fifty-nine thousand dollars and zero cents (\$159,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require, if applicable, the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If applicable the Services are being performed as part of an applicable "public works" or "maintenance" project, as

defined by the Prevailing Wage Laws, and if applicable the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

**Contractor:**

Vintage Associates Inc  
78-755 Darby Road  
Bermuda Dunes, CA 92203  
Attn: David Smith

**City:**

City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
Attn: Maritza Martinez, Public Works Department

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

### 3.5.3 Ownership of Materials and Confidentiality.

#### 3.5.3.1 Documents & Data; Licensing of Intellectual Property.

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

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

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

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

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

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

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

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

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

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin,



handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

### **3.6 Subcontracting.**

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

**CITY OF COACHELLA**

**VINTAGE ASSOCIATES INC DBA VINTAGE  
LANDSCAPE**

By: \_\_\_\_\_  
Dr. Gabriel D. Martin  
City Manager

By: \_\_\_\_\_  
Kyle Gritters  
President

*Attest:*  
  
\_\_\_\_\_  
City Clerk

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

*Approved as to form:*

\_\_\_\_\_  
Best, Best & Krieger

**SCOPE OF SERVICES**

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

**1. Scope of Work**

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

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

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

## **CONTRACTOR'S LICENSE REQUIREMENTS**

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

## **MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS**

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

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

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

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

### CONTRACTOR'S WORK SCHEDULES

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

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

Bi  
Daily    Weekly    Weekly    Monthly    Quarterly    Annually

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

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

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

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

### Monthly Walk-Through and Reports

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

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

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

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

## **SAFETY**

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

## **REPORTING DAMANGE/MALFUNCTION/VANDALISM**

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

## **STORAGE FACILITIES**

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

## **PLANT MAINTENANCE**

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

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

## TREE MAINTENANCE

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

- F. The Contractor shall remove their debris from pruning and tree maintenance



the same working day as accumulated.

See also **LITTER**

**CONTROL/DEBRIS REMOVAL** Section below.

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

## **SHRUB MAINTENANCE**

### A. Pruning

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

for vehicle sight distance depending upon roadway topography.

**B. Shrubbery Replacement**

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

**C. Pruning Schedule**

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

**D. Fertilization**

SEE **FERTILIZER APPLICATIONS** Section below.

**E. Cultivation**

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

**F. Irrigation (Deep Soaking)**

See **WATER MANAGEMENT** Section below.

## **TURF GRASS MAINTENANCE**

**A. General**

**1. Turf Grass Mowing:**

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

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

## 2. Turf Grass Edging and Trimming:

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

## 3. Overseeding:

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

## GROUND COVER MAINTENANCE

### A. General

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

## WEED CONTROL

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

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

## **PEST CONTROL**

### **General**

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

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

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

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

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

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

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

### **Application of Pesticides**

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

- 1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
- 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
- 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.

- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
  - 1. The pest to be controlled
  - 2. Method of control
  - 3. Copies of the product labels
  - 4. MSDS Sheets
  - 5. A frequency schedule
  - 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City’s representative. Material use reports for all pesticides shall be filed with the City no later than the 10<sup>th</sup> of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

**Herbicides**

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

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

### **Insecticides/Fungicides**

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

### **FERTILIZER APPLICATIONS**

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

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



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

## LITTER CONTROL / DEBRIS REMOVAL

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

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

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

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

**SIDEWALK / HARDSCAPE AREA CLEANING**

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

**RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)**

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

**DRAINAGE FACILITIES**

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

**IRRIGATION MAINTENANCE**

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate that closely matches the demands of plants with little or no runoff. Plan health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractor shall maintain strict adherence to specification requirements. The format for inspection and repairs are as follows:

- A. The entire irrigation system, including all components beginning at the meter shall be maintained in an operational state at all times. This coverage shall include, but not be limited to: all City-owned valves, backflow devices, piping, electrical wiring, heads, emitters, filters, and pumps.
- B. All irrigation systems shall be tested based upon the following schedule: October 1 to March 31 – every two weeks, and weekly from April 1 to September 30. Contractor shall include irrigation testing in the monthly and yearly schedule. All irrigation checks will include irrigation controller operation.
- C. All systems shall be kept in adjustment to ensure proper coverage, and prevention of excessive run-off or erosion. Adjustments shall include, but not be limited to: actual head adjustment, cleaning and flushing of lines, heads, tubing repairs, and filter screens as well as obstructions within these components. Costs for adjustments shall be included in the contractual costs for operation and maintenance of the irrigation system.
- D. All damage resulting from the Contractor's maintenance operations including but not limited to: Contractor's failure to properly maintain the system, shall be repaired or replaced prior to the end of the work day or as directed by Public Works Director or his/her designee at the Contractor's expense.
- E. Repairs to the irrigation system shall be divided into two categories:
  - i. diameter, all lateral lines regardless of size, risers, exposed electrical connections, washers, seals, adjusting pins, and repair or replacement of emitters or sprinkler heads of 1/2 " inlet size or less. The cost for minor repair labor and materials shall be included in the contractual costs for operation and maintenance of the irrigation system. In the case of minor repairs due to acts of vandalism or third parties, Contractor may charge for necessary materials at Contractor's cost plus 15%, per SPECIFIC TERMS & CONDITIONS – EXTRA WORK, Subsection 1.E; all labor for these repairs shall be included in the contractual costs for operation and maintenance of the irrigation system.
  - ii. Major repairs shall include all mainline pipe regardless of size, controllers, backflow and pressure regulators, mainline control wires, valves, solenoids and diaphragms, all sprinkler heads of 3/4 " inlet size and bigger. The cost for labor and materials for major repairs shall be considered Extra Work above and beyond the contract.
- F. Contractor shall make minor repairs to the irrigation system within twenty-four (24) hours of noticing, or receiving notification of, conditions in need of correction. When Contractor discovers, or is notified of major irrigation damage during normal business hours, the Contractor will submit an estimate form showing approximate material costs and not-to-exceed costs for labor. This form shall be signed by the Public Works Director or his/her designee and shall serve as written approval. Repairs to damage

discovered or reported outside of normal business hours/days, shall be repaired within eight (8) hours of discovery/notification, and a written estimate submitted at the start of the next business day. Failure to repair irrigation systems within time frames specified above shall result in a **\$200 Performance Deficiency Deduction** per site for each day that Deficiency remains uncorrected beyond deadline.

- G. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval of the City.
- H. The City will perform routine inspections of the irrigation system to ensure accuracy of the Contractor's inspection reports. If discrepancies are found, the City shall construe this as a performance deficiency and implement payment reduction as specified in the section pertaining to **Performance Deficiencies Deductions from payment.**
- I. The City reserves the right to supply any and all parts for irrigation repairs.
- J. The Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the Public Works Director or his/her designee.
- K. The Contractor is responsible for adjusting sprinkler heads and valve boxes to a level that will prevent damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by the Contractor at no cost to the City. The Contractor shall be responsible for all damage done to irrigation components as well as any plant material affected by Contractors personnel or equipment during maintenance operations.
- L. The Contractor shall provide personnel fully trained in all phases of irrigation operation, adjustments and repairs for irrigation systems used in the City landscape maintenance area. The Contractor shall provide personnel capable of communicating with City representative at a proficient level of English.
- M. All controller scheduling and operations are the responsibility of the Contractor, including but not limited to seasonal adjustment of run day and run time schedules.

## **WATER MANAGEMENT**

All designated landscape areas shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Contractor shall be responsible for delivery of water by means of automatic or manually operated irrigation sprinkler systems, quick couplers, hose bibs, or water tank, as specified site and/or weather conditions require.

Water Management Requirements are as follows:

- A. All systems shall be adjusted weekly and as needed to maintain healthy plant material and water conservation.
- B. All program changes shall be recorded on the irrigation schedule.

- C. Contractor shall submit a report of irrigation system maintenance and management monthly for each of the landscape areas under this contract. Said report shall be included with Contractor's monthly maintenance report.
- D. Controller program is to be sufficient to maintain a healthy landscape without excessive water use.
- E. Contractor shall manually operate automatic irrigation systems rendered inoperable for any reason in an manner that supports normal, healthy growth of plant material. Costs for such extraordinary operation shall be included in the contractual costs for operation and maintenance of the irrigation system.
- F. Controller programs shall incorporate the following conditions:
  - a. Meet City water management requirement per Municipal Code Chapter 13.
  - b. Avoid weekend water when possible and avoid watering between 8am-10pm where possible.
  - c. Maximize repeat operations (when and where possible).
  - d. Minimize station run times.
  - e. Reflect actual evapotranspiration (E.T.) requirements.
  - f. Reflect actual requirements of soil and plants.
  - g. Eliminate runoff onto streets, sidewalks, and other non-target areas.
  - h. Deep Soaking shall be defined as the application of sufficient quantities of water to maintain reasonable health vigor of plants. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.
  - i. Provide sufficient time for soil to dry out between irrigations.
  - j. Maximize community use of City property.

## **GREEN WASTE**

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

## **EXTRA WORK**

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing

schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

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

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
    - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
    - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
    - C. City will issue work request for such extra work to be performed.
    - D. Extra work may include, but is not limited to, the following:
      - a. Changing Light Fixtures
      - b. Changing light bulbs
      - c. Installing hardware
    - E. Repairs due to vandalism
    - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.
- Extra work must be approved by the City Representative in writing.**

## **GUARANTEE AND / OR REPLACEMENT POLICY**

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

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

Initial Term: July 23, 2023 – July 22, 2025

Please see attached detail schedule of services.



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

- Total Per Month = \$5,300
- Total not-to-exceed for Two Year Term
  - \$159,000 (Two Year Term plus 25% contingency)
- Any additional work requested will be as provided by the Contractor in the response to the RFP for Project 031623B.

By Location	Monthly Amount	Total Annual	Total Term Amount
6 <sup>th</sup> St Grapefruit to Cesar Chavez	\$2,184	\$26,203	\$52,406
Grapefruit Blvd Median	\$864	\$10,366	\$20,732
Harrison St Median	\$864	\$3,816	\$7,632
Ave 50 Median	\$864	\$5,787	\$11,574
Ave 54 Median	\$864	\$3,816	\$7,632
Grapefruit Blvd Parkway	\$864	\$6,806	\$13,612
Harrison St Parkway	\$864	\$6,806	\$13,612
<b>Total</b>	<b>\$5,300</b>	<b>\$63,600</b>	<b>\$127,200</b>



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Award construction agreement to Desert Concepts Construction Inc. for the Tierra Del Sol Decorative Lighting Improvements Project LL-03-021323.

**STAFF RECOMMENDATION:**

Award construction agreement to Desert Concepts Construction Inc. for the Tierra Del Sol Decorative Lighting Improvements Project LL-03-021323.

**EXECUTIVE SUMMARY:**

The City published a Request for Bids Tierra Del Sol Decorative Lighting Improvements Project LL-03-021323. This bid closed on April 20, 2023 and the City received three responses. The bid improvements will provide decorative lighting to all five entrances to the Tierra Del Sol residential community. Please see below responses received.

Contractor	Bid Amount	Met all Bid Requirements
BRC Construction	\$440,952.00	No
Desert Concepts Construction	\$541,480.00	Yes
Elecnor Belco Electric Inc	\$940,534.00	Yes

The lowest bidder did not meet the contractor licensing requirements identified in the bid. The lowest responsible responsive bidder was Desert Concepts Construction Inc. Staff is recommending award of the construction contract to the lowest responsive and responsible bidder, Desert Concepts Construction Inc., in the amount of \$541,480.00.

**FISCAL IMPACT:**

The recommended action will not have a fiscal impact.

Attachments:

Proposed Agreement

## CONTRACTOR AGREEMENT

This Contract for Construction (“Contract”), is made and entered into this 10<sup>th</sup> day of May, 2023, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and Desert Concepts Construction Inc., sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

### ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

#### **TIERRA DEL SOL DECORATIVE ENTRANCE LIGHTING CITY PROJECT NO. LL-03-021323**

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor’s failure to comply with this obligation.

### ARTICLE 2. TERM.

The term of this Agreement shall commence on the 10<sup>TH</sup> day of May 2023, and shall terminate on the 30<sup>th</sup> day of September 2023, unless terminated earlier as set forth herein.

Contractor and City agree that time is of the essence regarding the performance of this Agreement. All work called for under this Agreement will require the Contractor submit and City approve a Project Schedule for completion of work requested.

### ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the not to exceed sum of **Five Hundred Forty-One Thousand Four Hundred Eighty Dollars and No Cents (\$541,480.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Proposal Schedule.

### ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time (per approved Project Schedule). Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City’s actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every

Working Day of delay beyond the time prescribed in the Contract Documents. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

#### **ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.**

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Proposers
- Proposal Forms
- Proposal Acknowledgement
- Proposal Schedule
- Proposal Guarantee
- Designation of Subcontractors
- Information Required of Proposers
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**ARTICLE 7. INDEMNIFICATION.**

Contractor shall provide indemnification and defense as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.**

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**ARTICLE 9. FALSE CLAIMS.**

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

DESERT CONCEPTS CONSTRUCTION INC.

By: \_\_\_\_\_  
Dr. Gabriel D. Martin  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

849837 – A, C-10, B  
\_\_\_\_\_  
Contractor's License Number and Classification

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

1000006619  
\_\_\_\_\_  
DIR Registration Number



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Adopt resolution setting a June 14, 2023 public hearing date for Municipal Solid Waste Rates for fiscal year 2023/2024.

**STAFF RECOMMENDATION:**

Adopt resolution setting a June 14, 2023 public hearing date for Municipal Solid Waste Rates for fiscal year 2023/2024.

**BACKGROUND:**

The City of Coachella entered into a franchise agreement with Burrtec Waste and Recycling Services (Burrtec) in May 2006. Since 2006, Burrtec has been the provider for all solid waste disposal services for Coachella residents and businesses. City Council approved a first amendment to this agreement on May 27, 2009, which established the solid waste charges for residential customers would be collected through the county tax roll; commercial customers continue to be billed directly by Burrtec. City Council approved a second amendment on June 19, 2013 extending the term of the agreement through May 30, 2023 and third amendment was approved on January 17, 2018. A Fourth Amendment was approved on July 27, 2022 to include organics services as required by SB 1383.

**DISCUSSION/ANALYSIS:**

The Burrtec Agreement allows for rate increases based on two components of the rate 1) service component and 2) disposal component. Total increase will not exceed 10% in any given year.

1. The service component is capped at 5% and based on CPI
2. The disposal component is a pass through of the tipping fee adjustments at the landfill.

The current monthly residential rate is \$29.94. The proposed increase to the 2022/23 residential rate total \$2.03; the new proposed residential rate is \$31.97. As approved by voters on June 8, 2010, this rate is subject to a 5% Utilities Users Tax, which will bring the monthly charged rate to \$33.57.

The most common commercial service is a three-yard cubic bin, with one pick up per week. Currently, the commercial rate for this service is \$171.38. Based on the same factors noted above,

the increase for fiscal year 2023/2024 totals \$9.20; the new proposed rate for fiscal year 2023/2024 is \$180.58. As noted above, a 5% Utility Users Tax will be applied to this monthly service, which will bring the rate for a standard three cubic yard bin, with one pickup per week, to \$189.61.

The Proposition 218 noticing process for solid waste rates through July 1, 2026 was completed and adopted on July 27, 2022. Staff is recommending approval of the attached resolution setting an public hearing date for Municipal Solid Waste Rates proposed for fiscal year 2022/2023 on Wednesday, June 14, 2023 (6pm) at City Hall.

**FISCAL IMPACT:**

Setting the public hearing for this item will not have a financial impact.

Attachment:  
Resolution



**RESOLUTION NO. 2023-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA DECLARING ITS INTENTION TO SET A PUBLIC HEARING TO PLACE SOLID WASTE CHARGES ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2023/2024.**

**WHEREAS**, California Health and Safety Code Sections 5473 et seq., authorizes the City of Coachella to adopt an ordinance by two-thirds of the City Council to collect solid waste rates on the tax roll, in the same manner and at the same time as the general taxes;

**WHEREAS**, on May 30, 2006, the City Council has entered into a service agreement with Burrtec Waste and Recycling Services, LLC for the collection and disposal of residential and commercial waste within the City of Coachella;

**WHEREAS**, the City Council approved an amendment to the franchise agreement with Burrtec Waste and Recycling Services, LLC on May 27, 2009 authorizing to bill the residential customers for solid waste services through the County Tax Roll instead of monthly billing;

**WHEREAS**, July 8, 2009, the City Council of the City of Coachella, pursuant to California Health and Safety Code Sections 5473 *et seq.*, adopted an ordinance by two-thirds vote of the City Council revising its Municipal Code to allow for the collection of such solid waste charges on the tax roll, in the same manner and at the same time as general taxes;

**WHEREAS**, annual rates are adjusted to include any increases in the local CPI and disposal rates as set by local landfills;

**WHEREAS**, the Proposition 218 process was completed in July 2022 for solid waste rates through July 1, 2026;

**WHEREAS**, the service rates for fiscal year 2023/2024 have been included as Exhibit A to this Resolution.

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

1. The above recitals are true and correct.
2. Intention: The City Council hereby declares its intention to provide solid waste collection services to all property owners within the City, described in Section 3 of this resolution, for Fiscal Year 2023/2024 at the rates attached to this Resolution.
3. Description of Services: The improvements include but are not limited to: trash collection, trash disposal, yard waste collection, organics collection and processing, recycle collection and processing, street sweeping and disposal, bulky item collection.
4. Public Hearing: The City Council hereby declares its intention to conduct a Public

Hearing concerning the fiscal year 2023/2024 solid waste collection rates.

- 5. Public Notice: The City shall also give newspaper notice by publishing this resolution in the local newspapers not less than ten (10) days before the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the Council for posting of notices.
- 6. Public Hearing Date: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on June 14, 2023 at 6:00 p.m., or as soon thereafter as feasible in the Council Chambers at City Hall, 1515 Sixth Street, Coachella, CA.
- 7. City Clerk: The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.
- 8. Passage: That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolution of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which Resolution is passed and adopted.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Coachella held on the 10<sup>th</sup> day of May 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Steven Hernandez, Mayor  
City of Coachella

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos L. Campos, City Attorney

City of Coachella

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

I, City Clerk of the City of Coachella, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2023-27 adopted by the City Council of the City of Coachella at a regular meeting therefore duly held and convened on the 10<sup>th</sup> day of May, 2023.

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

**City of Coachella  
Residential Rates  
Exhibit A**

**Rates Effective 7/1/2023**

Service	Service	Disposal	Organics	Franchise Fee	Monthly Rate	Monthly Rate Incl UUT
Curbside- Standard Rate	\$ 12.69	\$ 10.40	\$ 5.04	\$ 3.84	\$ 31.97	\$ 33.57
Yard Service	\$ 9.25			\$ 1.26	\$ 10.51	\$ 11.04
Additional cart	\$ 7.82			\$ 1.07	\$ 8.89	\$ 9.33
Garbage and Poultry Manure	\$ 49.02			\$ 6.68	\$ 55.70	\$ 58.49
Sticky Item	\$ 77.27			\$ 10.54	\$ 87.81	\$ 92.20
Contamination	\$ 15.75			\$ 2.15	\$ 17.90	\$ 18.80

Note: Residential rate include 1-96 gallon refuse cart, 1-96 gallon recycling cart and 1-96 gallon green waste  
 Service Fee includes Street Sweeping 2x-month  
 Contamination Fee may be charged after more than three occurrences in a 6-month period

**City of Coachella**  
**Commercial Rates**  
**Exhibit A**

**Rates Effective 7/1/2023**

		<u>1 x per week</u>	<u>2 x per week</u>	<u>3 x per week</u>	<u>4 x per week</u>	<u>5 x per week</u>	<u>6 x per week</u>
<b>Service</b>	<b>2 yd Bin</b>	\$75.06	\$136.09	\$197.11	\$257.54	\$316.33	\$381.12
	<b>3 yd Bin</b>	\$107.43	\$204.74	\$296.01	\$385.96	\$474.80	\$571.82
	<b>4 yd Bin</b>	\$150.06	\$272.14	\$394.20	\$515.12	\$632.65	\$762.23
	<b>6 yd Bin</b>	\$225.27	\$407.09	\$592.05	\$769.24	\$949.54	\$1,152.96
<b>Disposal</b>	<b>2 yd Bin</b>	\$39.00	\$78.00	\$117.00	\$156.00	\$195.00	\$234.00
	<b>3 yd Bin</b>	\$58.50	\$117.00	\$175.50	\$234.00	\$292.50	\$351.00
	<b>4 yd Bin</b>	\$78.00	\$156.00	\$234.00	\$312.00	\$390.00	\$468.00
	<b>6 yd Bin</b>	\$117.00	\$234.00	\$351.00	\$468.00	\$585.00	\$702.00
<b>Franchise Fee</b>	<b>2 yd Bin</b>	\$10.24	\$18.56	\$26.88	\$35.12	\$43.14	\$51.97
	<b>3 yd Bin</b>	\$14.65	\$27.92	\$40.37	\$52.63	\$64.75	\$77.98
	<b>4 yd Bin</b>	\$20.46	\$37.11	\$53.75	\$70.24	\$86.27	\$103.94
	<b>6 yd Bin</b>	\$30.72	\$55.51	\$80.73	\$104.90	\$129.48	\$157.22
<b>Sub-Total Rate before UUT</b>	<b>2 yd Bin</b>	\$124.30	\$232.65	\$340.99	\$448.66	\$554.47	\$667.09
	<b>3 yd Bin</b>	\$180.58	\$349.66	\$511.88	\$672.59	\$832.05	\$1,000.80
	<b>4 yd Bin</b>	\$248.52	\$465.25	\$681.95	\$897.36	\$1,108.92	\$1,334.17
	<b>6 yd Bin</b>	\$372.99	\$696.60	\$1,023.78	\$1,342.14	\$1,664.02	\$2,012.18
<b>UUT</b>	<b>2 yd Bin</b>	\$6.22	\$11.63	\$17.05	\$22.43	\$27.72	\$33.35
	<b>3 yd Bin</b>	\$9.03	\$17.48	\$25.59	\$33.63	\$41.60	\$50.04
	<b>4 yd Bin</b>	\$12.43	\$23.26	\$34.10	\$44.87	\$55.45	\$66.71
	<b>6 yd Bin</b>	\$18.65	\$34.83	\$51.19	\$67.11	\$83.20	\$100.61
<b>Total Rate Incl UUT</b>	<b>2 yd Bin</b>	\$130.52	\$244.28	\$358.04	\$471.09	\$582.19	\$700.44
	<b>3 yd Bin</b>	\$189.61	\$367.14	\$537.47	\$706.22	\$873.65	\$1,050.84
	<b>4 yd Bin</b>	\$260.95	\$488.51	\$716.05	\$942.23	\$1,164.37	\$1,400.88
	<b>6 yd Bin</b>	\$391.64	\$731.43	\$1,074.97	\$1,409.25	\$1,747.22	\$2,112.79

Note: Compactors will be charged 3x the trash and recycle rates

**City of Coachella**  
**Additional Commercial Services**  
**Exhibit A**

Item 13.

<u>Description</u>	<u>Disposal</u>	<u>Fran. Fee</u>	<u>UUT</u>	<u>Total Rate</u>
2yd Extra Empty - Trash	\$8.44	\$7.34	\$3.48	\$73.09
3yd Extra Empty - Trash	\$12.65	\$9.85	\$4.74	\$99.49
4yd Extra Empty - Trash	\$16.87	\$14.68	\$6.96	\$146.18
6yd Extra Empty - Trash	\$25.28	\$17.76	\$8.67	\$181.98
3yd Construction Bin/lift	\$12.65	\$23.82	\$10.56	\$221.74
4yd Construction Bin/lift	\$16.87	\$28.89	\$12.88	\$270.52
95-gal Trash & Recycling Cart	\$9.20	\$3.06	\$1.73	\$36.41
Bin replacement	\$0.00	\$6.79	\$2.83	\$59.44
Horse/Poultry Manure ( Per Pickup)	\$25.28	\$22.63	\$10.69	\$224.52
Bin Cleaning	\$0.00	\$8.73	\$3.64	\$76.42
Delivery charge	\$0.00	\$3.81	\$1.59	\$33.32
New Start	\$0.00	\$2.26	\$0.94	\$19.75
Re Start	\$0.00	\$2.26	\$0.94	\$19.75
Pull Out 20ft	\$0.00	\$6.22	\$2.59	\$54.43
Locking Container	\$0.00	\$10.27	\$4.28	\$89.85
Replace locking bar	\$0.00	\$6.85	\$2.85	\$59.92
Saturday Service/Month	\$0.00	\$6.28	\$2.62	\$54.95
Contamination Fee		\$10.23	\$4.26	\$89.49

**City of Coachella**  
**Commercial Recycle Rates**  
**Exhibit A**

**Rates Effective 7/1/2023**

		<u>1 x per week</u>	<u>2 x per week</u>	<u>3 x per week</u>	<u>4 x per week</u>	<u>5 x per week</u>	<u>6 x per week</u>
Total Rate Excl UUT	2 yd Bin	\$74.61	\$138.77	\$202.95	\$266.69	\$329.19	\$396.18
	3 yd Bin	\$108.08	\$208.66	\$304.70	\$399.80	\$494.00	\$594.36
	4 yd Bin	\$149.17	\$277.56	\$405.88	\$533.38	\$658.36	\$792.33
	6 yd Bin	\$223.88	\$415.49	\$609.41	\$797.54	\$987.98	\$1,195.62
UUT	2 yd Bin	\$3.73	\$6.94	\$10.15	\$13.33	\$16.46	\$19.81
	3 yd Bin	\$5.40	\$10.43	\$15.24	\$19.99	\$24.70	\$29.72
	4 yd Bin	\$7.46	\$13.88	\$20.29	\$26.67	\$32.92	\$39.62
	6 yd Bin	\$11.19	\$20.77	\$30.47	\$39.88	\$49.40	\$59.78
Total Rate Incl UUT	2 yd Bin	\$78.34	\$145.71	\$213.10	\$280.02	\$345.65	\$415.99
	3 yd Bin	\$113.48	\$219.09	\$319.94	\$419.79	\$518.70	\$624.08
	4 yd Bin	\$156.63	\$291.44	\$426.17	\$560.05	\$691.28	\$831.95
	6 yd Bin	\$235.07	\$436.26	\$639.88	\$837.42	\$1,037.38	\$1,255.40

**Additional Commercial Recycle Services**  
**Exhibit A**

**Rates Effective 7/1/2023**

<u>Description</u>	<u>Service</u>	<u>Fran. Fee</u>	<u>UUT</u>	<u>Total Rate</u>
2yd Extra Empty - Recycle	\$39.32	\$5.36	\$2.23	\$46.91
3yd Extra Empty - Recycle	\$53.43	\$7.29	\$3.04	\$63.76
4yd Extra Empty - Recycle	\$78.69	\$10.73	\$4.47	\$93.89
6yd Extra Empty - Recycle	\$97.45	\$13.29	\$5.54	\$116.28
Bin replacement	\$49.29	\$6.72	\$2.80	\$58.81
Bin Cleaning	\$63.36	\$8.64	\$3.60	\$75.60
Delivery charge	\$27.62	\$3.77	\$1.57	\$32.96
New Start	\$16.37	\$2.23	\$0.93	\$19.53
Re Start	\$16.37	\$2.23	\$0.93	\$19.53
Pull Out 20ft	\$45.14	\$6.16	\$2.57	\$53.87
Locking Container	\$74.49	\$10.16	\$4.23	\$88.88
Replace locking bar	\$49.74	\$6.78	\$2.83	\$59.35
Saturday Service/Month	\$45.56	\$6.21	\$2.59	\$54.36
Contamination Fee	\$78.75	\$10.74	\$4.47	\$93.96

**City of Coachella**  
**Roll-off Rates**  
**Exhibit A**

**Permanent Roll-Off Rates**

<b>Rates Effective 7/1/2023</b>		
		Incl 5% UUT
<u>Service</u>	<u>Rate</u>	<u>Total</u>
<u>Per Pull</u>	<u>UUT</u>	<u>Per Pull</u>
Container		
<u>Size (yds)</u>		
20	\$334.71	\$351.45
30	\$334.71	\$351.45
40	\$334.71	\$351.45

Plus actual Disposal fee  
 Compactor rates are three times (3X) the pull rate

**Other Permanent Roll-off Fees:**

	<u>Service</u>	<u>UUT</u>	<u>Total</u>
	<u>Rate</u>		<u>Rate</u>
Delivery Charge	N/A		N/A
Relocate Charge	\$76.59	\$3.83	\$80.42
Extra Trip	\$76.59	\$3.83	\$80.42
New Start	\$19.05	\$0.95	\$20.00
Re-Start	\$19.05	\$0.95	\$20.00
Contamination	\$85.23	\$4.26	\$89.49

**Temporary Roll-Off Rates**

<u>Service</u>	<u>Rate</u>	<u>UUT</u>	<u>Total</u>
<u>Per Pull</u>			<u>Per Pull</u>
Container			
<u>Size (yds)</u>			
20	\$334.71	\$16.74	\$351.45
30	\$334.71	\$16.74	\$351.45
40	\$334.71	\$16.74	\$351.45

Plus actual Disposal fee  
 Compactor rates are three times (3X) the pull rate

**Other Temporary Roll-off Rates**

<u>Service</u>	<u>Rate</u>	<u>UUT</u>	<u>Total</u>
			<u>Rate</u>
Delivery Charge	N/A		
Per Diem Over 7 Days	\$46.32	\$2.32	\$48.64
Relocate Charge	\$80.35	\$4.02	\$84.37
Extra Trip	\$80.35	\$4.02	\$84.37
Concrete Washout - Load (+dump)	\$224.31	\$11.22	\$235.53
Concrete Washout - Pump	\$159.33	\$7.97	\$167.30
Contamination	\$89.49	\$4.47	\$93.96

Rates are subject to additional 5% City Utility Tax



**CITY OF Coachella**  
**Commercial Foodwaste Rates**  
**Exhibit A**

**Rates Effective 7/1/2023**

**1-65 Gallon Cart**

# Pick-Ups Per week						Total
	Service	Processing	Franchise Fee	Sub-Total B/F UUT	Utility Users Tax	Monthly Rate
1	\$ 43.43	\$ 39.53	\$ 5.92	\$ 88.88	\$ 4.44	\$ 93.32
2	\$ 86.84	\$ 79.01	\$ 11.84	\$ 177.69	\$ 8.88	\$ 186.57
3	\$ 130.23	\$ 118.51	\$ 17.76	\$ 266.50	\$ 13.33	\$ 279.83
4	\$ 173.64	\$ 158.01	\$ 23.68	\$ 355.33	\$ 17.77	\$ 373.10
5	\$ 217.08	\$ 197.52	\$ 29.60	\$ 444.20	\$ 22.21	\$ 466.41

**2-65 Gallon Cart**

1	\$ 70.67	\$ 79.01	\$ 9.64	\$ 159.32	\$ 7.97	\$ 167.29
2	\$ 141.30	\$ 158.01	\$ 19.27	\$ 318.58	\$ 15.93	\$ 334.51
3	\$ 211.98	\$ 237.00	\$ 28.91	\$ 477.89	\$ 23.89	\$ 501.78
4	\$ 282.62	\$ 315.99	\$ 38.54	\$ 637.15	\$ 31.86	\$ 669.01
5	\$ 353.28	\$ 395.00	\$ 48.17	\$ 796.45	\$ 39.82	\$ 836.27

**3-65 Gallon Cart**

1	\$ 93.85	\$ 118.51	\$ 12.80	\$ 225.16	\$ 11.26	\$ 236.42
2	\$ 199.86	\$ 237.00	\$ 27.25	\$ 464.11	\$ 23.21	\$ 487.32
3	\$ 281.57	\$ 355.52	\$ 38.40	\$ 675.49	\$ 33.77	\$ 709.26
4	\$ 375.43	\$ 473.99	\$ 51.20	\$ 900.62	\$ 45.03	\$ 945.65
5	\$ 469.29	\$ 592.52	\$ 63.99	\$ 1,125.80	\$ 56.29	\$ 1,182.09

**4-65 Gallon Cart**

1	\$ 108.97	\$ 158.01	\$ 14.86	\$ 281.84	\$ 14.09	\$ 295.93
2	\$ 217.94	\$ 315.99	\$ 29.72	\$ 563.65	\$ 28.18	\$ 591.83
3	\$ 326.92	\$ 473.99	\$ 44.58	\$ 845.49	\$ 42.27	\$ 887.76
4	\$ 435.88	\$ 632.00	\$ 59.44	\$ 1,127.32	\$ 56.37	\$ 1,183.69
5	\$ 544.85	\$ 789.99	\$ 74.30	\$ 1,409.14	\$ 70.46	\$ 1,479.60

**Additional Cart after 4 Carts Per Week**

1	\$ 25.40	\$ 39.53	\$ 3.46	\$ 68.39	\$ 3.42	\$ 71.81
2	\$ 50.74	\$ 79.01	\$ 6.92	\$ 136.67	\$ 6.83	\$ 143.50
3	\$ 76.25	\$ 118.51	\$ 10.40	\$ 205.16	\$ 10.26	\$ 215.42
4	\$ 101.66	\$ 158.01	\$ 13.86	\$ 273.53	\$ 13.68	\$ 287.21
5	\$ 127.05	\$ 197.52	\$ 17.33	\$ 341.90	\$ 17.10	\$ 359.00

**Extra Pickup**

1	\$ 14.64	\$ 9.12	\$ 2.00	\$ 25.76	\$ 1.29	\$ 27.05
2	\$ 26.44	\$ 18.25	\$ 3.61	\$ 48.30	\$ 2.42	\$ 50.72
3	\$ 33.41	\$ 27.37	\$ 4.56	\$ 65.34	\$ 3.27	\$ 68.61
4	\$ 44.55	\$ 36.49	\$ 6.08	\$ 87.12	\$ 4.36	\$ 91.48
5	\$ 55.71	\$ 45.62	\$ 7.60	\$ 108.93	\$ 5.45	\$ 114.38

**1-35 Gallon Cart**

1x per week	\$ 43.43	\$ 19.75	\$ 5.92	\$ 69.10	\$ 3.46	\$ 72.56
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**CPI for All Urban Consumers (CPI-U)  
Original Data Value**

Series Id: CUURS49CSA0

**Not Seasonally Adjusted**

Series All items in Riverside-San Bernardino-Ontario, CA, all  
 Title: urban consumers, not seasonally adjusted

Area: Riverside-San Bernardino-Ontario, CA

Item: All items

Base DECEMBER 2017=100

Period:

Years: 2017 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2017												100.000			
2018	100.916		101.897		102.929		103.139		103.241		103.616		102.732	102.023	103.441
2019	103.991		104.749		105.959		105.816		106.412		106.573		105.697	104.998	106.397
2020	107.143		107.162		106.899		107.640		108.201		108.626		107.672	107.068	108.275
2021	109.550		110.981		113.222		114.682		115.557		117.206		113.875	111.588	116.162
2022	118.963		122.127		123.893		125.262		125.272		125.983		123.784	122.018	125.551
2023	127.683														

Change 8.720  
 % 7.330%

Cap 5%



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Professional Service Agreement with Michael Baker International to develop a Parcel Map for Avenue 50 Extension Condemnation Parcels, City Project ST-98.

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**STAFF RECOMMENDATION:**

Authorize the City Manager to use on-call Professional Service Agreement with Michael Baker International in an amount of \$33,140 to develop a Parcel Map for Avenue 50 Extension Condemnation Parcels, City Project ST-98.

**BACKGROUND:**

Staff published a request for qualifications for on-call engineering services and received 21 responses. On January 25, 2023 the City Council authorized the City Manager to qualify and execute Professional Service Agreements for on-call engineering services with eight (8) firms, including Michael Baker. The qualified firms were evaluated and Michael Baker was selected based on familiarity with project and experience with parcel maps.

**DISCUSSION/ANALYSIS:**

The Avenue 50 Extension project proposes to widen and improve Avenue 50 from Fillmore Street to the I-10. The project is designed to build an elevated road and bridge structure over the Coachella Canal. During the design process, right-of-way acquisition was identified for the project. The required right-of-way has been acquired and a parcel map is needed to document the land transfers and monument the new right-of-way. The deliverables from Michael Baker include a boundary survey, a final parcel map and to provide street and boundary monuments.

**FISCAL IMPACT:**

No fiscal impact to FY 22/23 budget. Funds have been budgeted for on-call professional services and costs are within budget.

**ATTACHMENTS:**

1. Michael Baker Fee Proposal
2. Michael Baker PSA

April 17, 2023

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

**RE: Parcel Map for Avenue 50 Extension Condemnation Parcels**

Dear Mr. Simmons,

Michael Baker International, Inc. (Michael Baker) appreciates the opportunity to provide the City of Coachella, CA (the City) a scope and fee proposal to perform a boundary survey, prepare a Parcel Map and set final monuments for the parcels obtained through condemnation proceedings.

Thank you again for the opportunity to offer our expertise and assist you with this project. Please contact me should you have any questions.

Sincerely,

**MICHAEL BAKER INTERNATIONAL, INC.**



Christopher Alberts, PLS  
Vice President & Office Executive

**Primary Contact Information**

**Firm Name:**

Michael Baker International

**Address:**

75410 Gerald Ford Drive  
Suite 100  
Palm Desert, CA 92211

**Contacts:**

Christopher Alberts, PLS

**Phone:**

760-346-7481

**Email:**

calberts@mbakerintl.com

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TASK 3: FINAL MONUMENTS .....	3
FEE PROPOSAL .....	4

# SCOPE OF WORK

## TASK 1: BOUNDARY SURVEY

Michael Baker shall complete a field survey to locate, measure and describe sufficient controlling evidence to determine the boundary of the parcels.

Michael Baker shall perform an analysis of the field survey data and record data obtained through research and determine a final boundary. This final boundary will be used in the preparation of a final map in a subsequent task.

The City shall provide Michael Baker with an up-to-date and complete title report, including a copy of each exception document referenced in the title report, covering the subject property.

The fee for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists, in Michael Baker's opinion, in the immediate project vicinity to control this boundary survey. If Michael Baker determines that the existing monumentation is inadequate, Michael Baker reserves the right to stop work on the project until additional scope and budget are executed in a separate agreement.

## TASK 2: PARCEL MAP

Michael Baker shall prepare one Final Parcel Map containing this lot layout:

- Lot A – Recorded Roadway, Avenue 50
- Lots 1 and 2 – Existing Slope Easements
- The remnant parcels north and south of the Roadway shall be shown as Not A Part (N.A.P.) of the Parcel Map.

The Final Parcel Map shall indicate all lots and/or easements to be retained, sold or dedicated within the boundaries of the Project. All title work and final recordation services for the Parcel Map shall be performed by the City's title company.

## TASK 3: FINAL MONUMENTS

Michael Baker shall provide one (1) set of street and boundary monuments, set in accordance with the certification on the final map, and in accordance with the requirements and laws of the City of Coachella and the State of California. This includes all front and rear parcel corners and street centerline monuments. A copy of centerline monument reference tie notes shall be completed and submitted to the appropriate jurisdictional agency in accordance with the requirements of said agency when required. The scope and fee is based upon setting up to 30 monuments in a single move in.

# FEE PROPOSAL

Our fee proposal for the Parcel Map is a **lump sum/fixed fee not-to-exceed \$33,140.**

Activity	Lump Sum
Boundary Survey	\$7,440
Final Parcel Map	\$13,580
Final Monuments	\$12,120
<b>Total</b>	<b>\$33,140</b>

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

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

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

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

**3.2 Compensation.**

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



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

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

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

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

### **3.3 Responsibilities of Consultant.**

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

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

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

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

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

3.3.6 Consultant's Representative. Consultant hereby designates Steven Latino, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using the Standard of Care stated in Section 3.3.8 hereunder, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

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

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

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

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and

Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence reasonably 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 reasonably satisfactory to the City that the subconsultant has secured all insurance required under this

section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

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

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

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

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

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

10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

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

### **3.4 Labor Code Requirements.**

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

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



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

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

### 3.5 Termination of Agreement.

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

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

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

### 3.6 Indemnification.

3.6.1 Consultant shall indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury 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 negligence, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive

expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

### 3.7 General Provisions.

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

#### 3.7.2 Independent Contractors and Subcontracting.

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

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

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

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

ATTN: Steven Latino

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

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

### 3.7.4 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, each party in such litigation shall bear its own attorney's fees and all other costs of such action

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

3.7.9 Time of Essence. Consultant agrees to exercise diligence in the performance of services consistent with the agreed upon project schedule, subject, however, to the exercise of the generally accepted standard of care for performance of such services.

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

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

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

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

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

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

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

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

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

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

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

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

3.7.22 Limitation of Liability. To the fullest extent permitted by law, City agrees to limit Consultants liability to City and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Consultant's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Consultant to all those named shall not exceed \$50,000 or the total fee for Consultant's services rendered in the project, whichever is lesser.

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

**[SIGNATURES ON NEXT PAGE]**


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


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

**CITY OF COACHELLA**

**MICHAEL BAKER INTERNATIONAL**

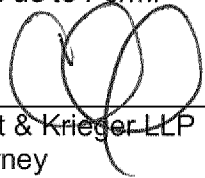
*Approved By:*

  
\_\_\_\_\_  
Gabriel D. Martin, PhD  
City Manager

By:   
\_\_\_\_\_  
Its: Vice President

Printed Name: Christopher Alberts, PLS

*Approved as to Form:*


  
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*Attested By:*

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

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

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

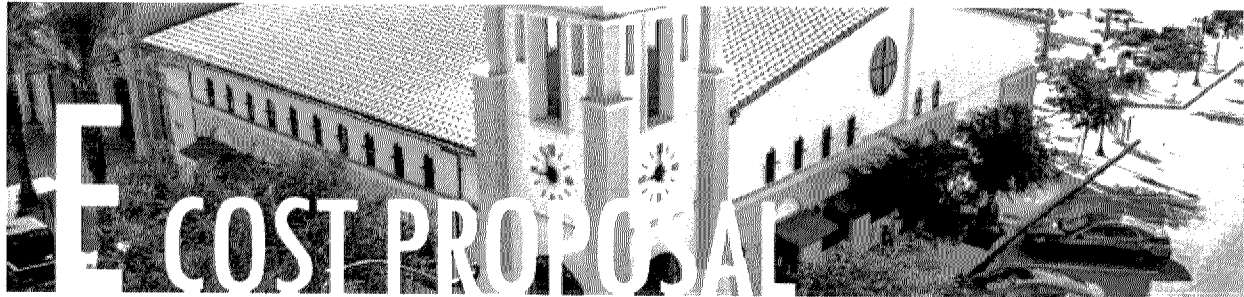
Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including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



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

January 1, 2023 – January 1, 2026

**EXHIBIT "C"  
COMPENSATION**



TYPICAL HOURLY RATES

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

**Michael Baker** City of Coachella  
INTERNATIONAL On Call Engineering Services, Project No. 082522

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

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



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Adopt Resolution No. 2023-26, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2023-24, Funded by SB 1: Road Repair and Accountability Act.

**STAFF RECOMMENDATION:**

Authorize the City Manager to adopt Resolution No. 2023-26, A Resolution of the City Council of the City of Coachella to adopt a list of Projects for Fiscal Year 2023-24, Funded by SB 1: Road Repair and Accountability Act.

**BACKGROUND:**

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1) (Beall, Chapter 5, Statutes 2017), which is known as the Road Repair and Accountability Act of 2017. The purpose and intention of the Act is to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road systems, as well as provide transit assistance.

Prior to the passage of SB 1, cities and counties were delaying or canceling projects and preparing to lay off staff. Due to lack of funding, basic maintenance of the local streets and road system, repair and replacement of bridges, safety improvements and multi-modal enhancements were all at risk.

The new transportation bill will provide cities and counties an opportunity to catch up on years of unfunded maintenance needs that have plagued our roadways for years. Maintenance and rehabilitation projects will extend the service life of our local streets, roads and bridges. Cities and Counties will also use SB 1 funds for complete streets projects, increasing mobility options for residents, and will employ, to the extent possible green technologies, materials and methods to reduce impacts to the environment from transportation projects.

**DISCUSSION/ANALYSIS:**

SB 1 includes historic accountability and transparency measures. Cities and counties will adopt project lists at the start of every Fiscal Year and also provide year end reporting on completed projects.

The following previously proposed and adopted projects may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 1: Avenue 50 Widening Project**

**Project Description:** Widening of Avenue 50 from 2 lanes to 4 lanes from Calhoun Street to Cesar Chavez Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 50 between Calhoun Street and Cesar Chavez Street

**Estimated Project Schedule:** 01/2024 - 06/2024

**Estimated Cost:** \$9,250,000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**Proposed Project 2: Avenue 48 Widening Project**

**Project Description:** Widening of Avenue 48 from 2 lanes to 5 lanes from Dillon to Van Buren Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 48 from Dillon to Van Buren St

**Estimated Project Schedule:** 03/2024 – 09/2025

**Estimated Cost:** \$2,046,000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**FISCAL IMPACT:**

The SB 1 Anticipated revenues are for an amount of \$1,042,156 for the Fiscal Year 2023-24. Authorizing the City Manager to adopt Resolution 2023-26, Resolution adopting a list of Projects for Fiscal Year 2023-24, Funded by SB 1: Road Repair and Accountability Act will benefit the City of Coachella by maintaining City eligibility to continue receiving SB1 funding.

**ATTACHMENTS:**

1. Resolution 2023-26

**RESOLUTION NO. 2023-26****RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24  
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$1,042,156 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

**WHEREAS**, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate and widen two major arterials transportation infrastructure throughout the City this year and many similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent" condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Coachella, State of California, as follows:

1. The foregoing recitals are true and correct.
2. There are no newly proposed projects that will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues.
3. The following previously proposed and adopted projects may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 1: Avenue 50 Widening Project**

**Project Description:** Widening of Avenue 50 from 2 lanes to 4 lanes from Calhoun Street to Cesar Chavez Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 50 between Calhoun Street and Cesar Chavez Street

**Estimated Project Schedule:** 01/2024-06/2024

**Estimated Cost:** \$9,250,000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**Proposed Project 2: Avenue 48 Widening Project**

**Project Description:** Widening of Avenue 48 from 2 lanes to 5 lanes from Dillon to Van Buren Street including street lighting, drainage improvements, electrical undergrounding, sidewalk and bicycle lanes and landscaping.

**Location:** Avenue 48 from Dillon to Van Buren St

**Estimated Project Schedule:** 03/2024-09/2025

**Estimated Cost:** \$2,046,000

**Estimated Project Useful Life:** Twenty years with proper maintenance

**PASSED, APPROVED and ADOPTED** this 10<sup>th</sup> day of May 2023.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney



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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-26 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10<sup>th</sup> day of May 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Delia Granados  
Deputy City Clerk



**STAFF REPORT**  
**5/10/2023**

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

**FROM:** Gabriel Perez, Development Services Director

**SUBJECT:** Community Facilities District (CFD No. 2005-01) Annexation 32 – (Placita Dolores Huerta– Phase 1 Parcel Map No. 37833)

**SPECIFICS:** Ordinance No. 1202 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (2nd Reading)

**STAFF RECOMMENDATION:**

Staff recommends that the City Council take the following action:

- 1) Adopt Ordinance No. 1202 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to CFD No. 2005-01.

**BACKGROUND:**

On September 14, 2005 the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. The District and several annexations of territory have been established in the City of Coachella over the past 17 years. The annexation areas consist of new residential subdivisions and multifamily residential development projects.

On March 22, 2023, the City Council adopted Resolution No. 2023-17 stating its intention to annex certain property (84914 Bagdad Avenue), consisting of Placita Dolores Huerta– Phase 1 Parcel Map No. 37833 (“Annexation Area No. 32”) into the District pursuant to the Act. A copy of Resolution No. 2023-17 which includes a description and map of Annexation Area No. 32, and the rate and method of apportionment and manner of collection of the special tax are on file with the City Clerk.

**DISCUSSION/ANALYSIS**

Pursuant to the conditions of approval imposed on Architectural Review No. 19-10, which approved demolition of 50 older apartment units with architectural plans for a 110 unit multi-family residential community, the project site must be annexed into the City-wide Community

Facilities District (CFD No. 2005-01). The City Council took the first step in this process by adopting a resolution of intention on March 22, 2023 (Resolution No. 2023-17) describing the property in question for the first phase consisting of 56 apartment units. The second phase of the development will be part of a separate CFD annexation area and special election. The City Council canvassed the results of the special election on April 26, 2023 and the property owner voted in favor of annexing into the CFD 2005-1 and therefore approved Ordinance No. 1202 on first reading to authorize the levy of the special tax for Annexation Area No. 32. The City Council must take action to adopt Ordinance No. 1202 by second reading in order to levy the special tax within Annexation 32.

**FISCAL IMPACT:**

The ordinance action would pave the way to annex the Placita Dolores Huerta site (Annexation No. 32) into the City-wide CFD which would collect an annual assessment that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect \$1,348.10 for every dwelling unit that is constructed within the developed multifamily residential project. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

**ALTERNATIVES:**

1. Adopt the attached resolutions and introduce Ordinance 1202 (2<sup>nd</sup> Reading)
2. Continue this item and provide staff with direction.
3. Take no action.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends alternative #1.

**Attachments:**

1. Ordinance No. 1202 (2<sup>nd</sup> Reading)
2. Exhibit A - Rate and Method (CFD 2005-01)
3. Exhibit B - CFD Annexation Map 32

**ORDINANCE NO. 1202**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 32 ANNEXED TO SAID DISTRICT**

WHEREAS, on March 22, 2023, the City Council (the “Council”) of the City of Coachella, California (the “City”), adopted Resolution No. 2023-17 stating its intention to annex certain properties, consisting of Placita Dolores Huerta– Phase 1 Parcel Map No. 37833 (“Annexation Area No. 32”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 32 into the District; and

WHEREAS, on April 26, 2023 this Council held a noticed public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 32 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 32 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 32 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2023-20 determining the validity of prior proceedings relative to the annexation of Annexation Area No. 32, annexed Annexation Area Nos. 32, into the District and authorized the levy of a special tax within Annexation Area No. 32; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2023-21 which called an election within Annexation Area No. 32, for April 26, 2023 on the proposition of levying a special tax; and

WHEREAS, on April 26, 2023 an election was held within Annexation Area No. 32, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

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

Section 1. A special tax is levied within the boundaries of Annexation Area No. 32 Exhibit “B”, pursuant to the formula set forth in Exhibit “A” attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 32 prior to the annexation of Annexation Area Nos. 32, respectively, into the District.

Section 2. This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit “A.”

Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2023-20 of the Council.

Section 4. The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. The City Clerk is directed to cause the title and summary or text of the this ordinance, together with the vote thereon, to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted ordinance along with the names of the Council Members voting for and against the ordinance.

Section 6. This ordinance relating to the levy of the special tax takes effect and shall be in force from and after 30 days from the date of final passage. A copy of this ordinance shall be transmitted to the Clerk of the Board of Supervisors of Riverside County, the Assessor and the Treasurer-Tax Collector of Riverside County.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Coachella on this 26th day of April 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steven Hernandez, Mayor

**ATTEST:**

\_\_\_\_\_  
Delia Granados, Deputy City Clerk

APPROVED AS TO FORM:

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

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) SS  
CITY OF COACHELLA            )

I, Andrea Carranza, Deputy City Clerk of the City of Coachella do hereby certify that the foregoing is a true and correct copy of an ordinance, being Ordinance No. 1202 duly passed and adopted at regular meeting of the City Council of the City of Coachella, California held on the 10<sup>th</sup> day of May 2023.

By: \_\_\_\_\_  
Andrea Carranza, Deputy City Clerk

**EXHIBIT A**

**RATE AND METHOD OF APPORTIONMENT**

**NOTICE OF ADOPTION OF ORDINANCE NO. 1202**

NOTICE IS HEREBY GIVEN that on April 26, 2023, at the Council Chambers of the City of Coachella, 1515 Sixth Street, Coachella, California 92236, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1202. A summary of Ordinance No. 1202 follows and is marked as Exhibit "A". At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

Ordinance No. 1202 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: Delia Granados, Deputy City Clerk  
City of Coachella

Dated: May 11, 2023



**EXHIBIT “A”**

**BEFORE THE CITY COUNCIL OF THE CITY OF COACHELLA IN ITS  
CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF COACHELLA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE  
AND PARAMEDIC SERVICES)**

IN THE MATTER OF Authorizing ) **ORDINANCE NO. 1202 SUMMARY**  
the Levy of a Special Tax Within )  
Annexation Area No. 32 Annexed )  
to City of Coachella Community )  
Facilities District No. 2005-1 (Law )  
Enforcement, Fire and Paramedic )  
Services) )

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 32 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area Nos. 32, prior to the annexation of Annexation Area Nos. 32, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 32.

By: Delia Granados, Deputy City Clerk  
City of Coachella

Dated: June 1, 2022

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

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

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

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

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

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

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

**"City"** means the City of Coachella.

**"City Council"** means the City Council of the City.

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

**"County"** means the County of Riverside.

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

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

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

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

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

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

**“State”** means the State of California.

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

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

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

## **B. ASSIGNMENT TO LAND USE CLASSES**

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

## **C. MAXIMUM SPECIAL TAX**

### **1. Developed Single-Family Residential Property**

#### **a. Maximum Special Tax**

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Single-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services.

#### **b. Increase in the Maximum Special Tax**

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

month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

## **2. Developed Multi-Family Residential Property**

### **a. Maximum Special Tax**

The Maximum Special Tax for each Assessor's Parcel classified as Developed Multi-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor's Parcel.

### **b. Increase in the Maximum Special Tax**

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

## **D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

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

## **E. EXEMPTIONS: EXCLUSIONS**

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

## **F. APPEALS AND INTERPRETATIONS**

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

current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

**G. MANNER OF COLLECTION**

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

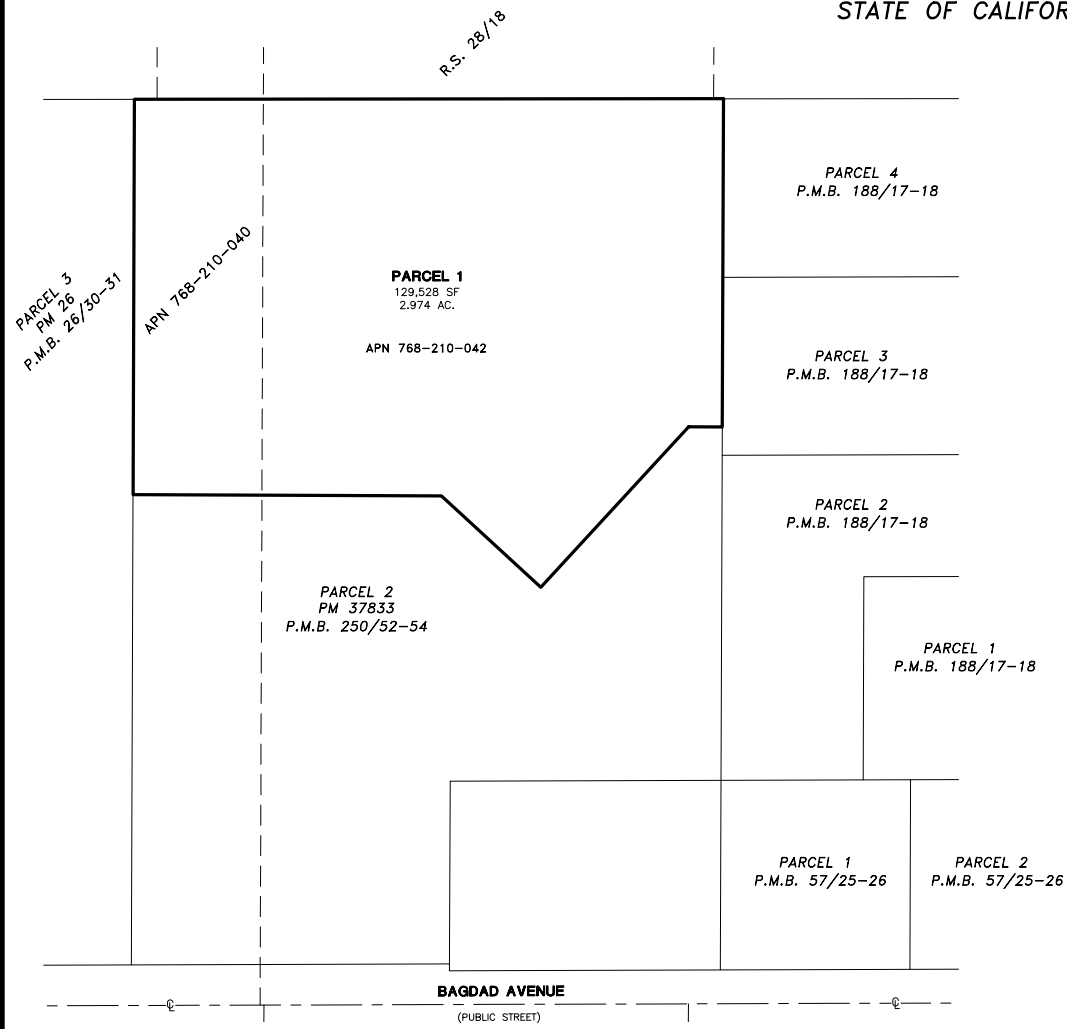
**H. PREPAYMENT OF THE SPECIAL TAX**

The Special Tax may not be prepaid.

**I. TERM OF THE SPECIAL TAX**

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

ANNEXATION MAP NO. 32  
 PARCEL MAP NO. 37833  
 COMMUNITY FACILITIES DISTRICT NO. 2005-1  
 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)  
 CITY OF COACHELLA  
 COUNTY OF RIVERSIDE  
 STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

ANDREA CARRANZA  
 DEPUTY CITY CLERK  
 CITY OF COACHELLA

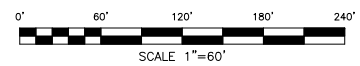
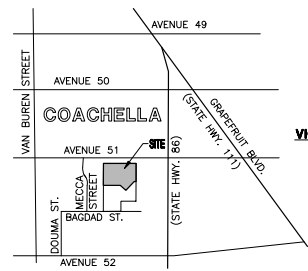
FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_M. IN THE OFFICE OF THE COUNTY RECORDERS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

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

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

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

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



**MSA CONSULTING, INC.**  
 PLANNING & CIVIL ENGINEERING & LAND SURVEYING  
 34200 BUS HEAVY DRIVE • RANCHO MIRAGE • CA 92270  
 TELEPHONE (760) 320-9881 • FAX (760) 328-7828



**STAFF REPORT**  
**5/10/2023**

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

**FROM:** Castulo Estrada, Utilities Manager

**SUBJECT:** Authorize Transfer of Funds in the Amount Of \$124,626.00 from Measure A to Project S-24, Avenue 48 And Harrison Street Sewer Improvements.

---

**STAFF RECOMMENDATION:**

Authorize transfer of funds in the amount of \$124,626.00 from Measure A to Project S-24, Avenue 48 and Harrison Street Sewer Improvements.

**BACKGROUND:**

On December 8, 2021 the City of Coachella acted to authorize the City Manager to execute a construction contract with Jones Bros Construction Company in the amount \$2,031,522.30 and an amount of \$203,152.23 for contingency for the construction of the Avenue 48 and Harrison Street Sewer Improvements, City Project S-24.

On February 8, 2023 City Council authorized filing a Notice of Completion. The project was complete within budget.

**DISCUSSION/ANALYSIS:**

S-24 is a sewer project and thus sewer funds were used to pay for the project, however, during the design of the project it was determined by staff that Avenue 48<sup>th</sup> within the limits of this project required significant street improvements beyond the responsibilities of the Utilities Department or the original scope of the project that focused on sewer improvements. The project was modified to reconstruct Ave 48<sup>th</sup> within the limits of the sewer project with an intent to use Measure A and SB-1 funds for the added road improvement scope.

**FISCAL IMPACT:**

Transfer of funds in the amount of \$124,626.00 from Measure A to Project S-24, Avenue 48 and Harrison Street Sewer Improvements (Sewer Connection Fund 361).

2023-0083813

Item 17.

To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.

03/23/2023 02:11 PM Fee: \$ 0.00

Page 1 of 1

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



805

When Recorded, return to:

City Clerk  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236

(For Recorders Use)

### Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as Avenue 48 and Harrison Street Sewer Improvements, City Project No. S-24 has been completed and was accepted by the undersigned awarding authority on the date hereof. The sewer improvements are located within City right-of-way and within the City of Coachella.

The contractor on such work was Jones Bros Construction Company and the surety on his bond is The Ohio Casualty Insurance Company located at 1001 4<sup>th</sup> Avenue Suite 1300, Seattle, WA 98154.

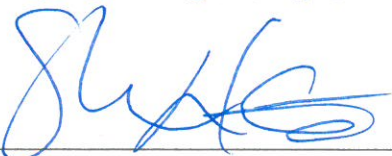
The real property upon which said work was performed is in the City of Coachella, County of Riverside, and State of California.

The nature of the interest of the owner is in fee.

Date: February 8, 2023  
(Date of Acceptance)

City of Coachella  
(Name of Political Subdivision)  
**CITY OF COACHELLA**

Owner Address:  
53990 Enterprise Way  
Coachella, CA 92236

By:   
Steven A. Hernandez

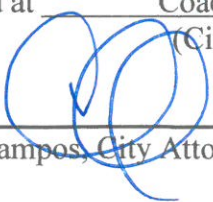
Title: Mayor

State of California) ss

County of Riverside)

I hereby certify that I am the City Attorney of the governing board of the City of Coachella, the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Coachella, California on March 22, 2023 (Date)  
(City Where Signed)

  
\_\_\_\_\_  
Carlos Campos, City Attorney, City of Coachella

County Counsel Form 1 (Rev. 5-64)





CITY OF COACHELLA

1515 SIXTH STREET, COACHELLA, CALIFORNIA 92236

PHONE (760) 398-3502 • FAX (760) 398-8117 • WWW.COACHELLA.ORG

Sheet 1 of 8

CONTRACT: AVENUE 48 AND HARRISON STREET SEWER IMPROVEMENTS PROJECT NO. S-48

CONTRACTOR: JONES BROS. CONSTRUCTION CO. 85889 AVENUE 52 COACHELLA, CA 92236

CONTRACT CHANGE ORDER NO. 1

Pursuant to the terms of the original Contract Agreement, you are hereby directed to make the herein described changes or do the following described work not included in the plans and specifications for this Contract. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the original Contract.

DESCRIPTION OF CHANGE

Table with 2 columns: Description of Change and Total Amount. Includes items like 'Furnish & Install Flexible Utility Marker Posts for Manholes, Valves, & Cleanouts'.

Summary table with 2 columns: Description and Amount. Rows include 'Original Contract Amount', 'Add This Change Order No. 1', and 'Revised Contract Total'.

By reason of this contract change order the time of completion is adjusted as follows: -0- days added/deleted to contract time. The revised contract completion date shall remain: 07/15/2022 as the project has been deemed Substantially Complete

Submitted By: Leonard K. St. Sauver (Signature) Date: 7/19/2022

Recommended By: Andrew Simmons (Signature) Date: 7/18/22

Approved By: Gabriel Martin (Signature) Date: 7/18/22

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, perform all labor, except as may be noted above, and perform all services necessary to complete the above specified work, and hereby accept as full payment the amount shown above, which includes all direct and indirect overhead expenses for any delays.

Accepted By: Michael Jones (Signature) Title: PRINCIPAL

Contractor: JONES BROTHERS CONST. Date: 7-13-22

An Affirmative Action Equal Opportunity Employer

# JONES BROS. CONSTRUCTION CO.

GRADING, PAVING, UNDERGROUND AND EQUIPMENT RENTALS

85-900 Jones Court, Coachella, Ca 92236 PO Box 905

(760) 347-2291

Lic 406921

Item 17.

PROPOSAL NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

PROPOSAL SUBMITTED TO: \_\_\_\_\_ PHONE \_\_\_\_\_ DATE **June 8 2022**

NAME: \_\_\_\_\_ PROJECT **48 Ave and Harrison Street Sewer**  
City of Coachella

ADDRESS: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
**53-990 Enterprise Way** Ave 48 and Harrison Street

CITY AND STATE: \_\_\_\_\_ ARCHITECT/ENGINEER: \_\_\_\_\_ DATE OF PLANS \_\_\_\_\_  
Coachella, Ca 92236 **Ben Egan** **10/11/2021**

ATTENTION: \_\_\_\_\_ PROJECT PLANS NO. AND TITLE \_\_\_\_\_  
**Leonard St. Sauver** **48 Ave and Harrison Street Sewer**

We hereby propose to furnish the necessary equipment, labor, and materials required to perform the following works:

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.)	CLEANOUT MARKERS	26 EA	\$ 200.00	\$5,200.00
2.)	MANHOLE MARKERS	8 EA	\$ 200.00	\$1,600.00

TOTAL = **\$6,800.00**

Buyer and Seller agree that the general terms and conditions attached, hereof are part of this agreement are thoroughly understood.

Notice: Additional Terms and Conditions are Attached. Read Before Signing -- Buyer to sign both sides.

ACCEPTED FOR BUYER

By \_\_\_\_\_

Submitted By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Approved By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

# JONES BROS. CONSTRUCTION CO.

GRADING, PAVING, UNDERGROUND AND EQUIPMENT RENTALS

85-900 Jones Court, Coachella, Ca 92236 PO Box 905

(760) 347-2291

Lic 406921

Item 17.

PROPOSAL NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

PROPOSAL SUBMITTED TO:	PHONE	DATE
		July 13, 2022
NAME: City of Coachella	PROJECT Sewer and Street Improvement	
ADDRESS: 53-990 Enterprise Way	LOCATION: Ave 48 and Harrison Street	
CITY AND STATE: Coachella, Ca	ARCHITECT/ENGINEER:	DATE OF PLANS
ATTENTION: Leonard St. Sauver	PROJECT PLANS NO. AND TITLE Asphalt material price increase	

We hereby propose to furnish the necessary equipment, labor, and materials required to perform the following works.

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.)	ASPHALT MATERAIL PRICE INCREASE	1 EA	\$ 11,584.79	\$11,584.79
2.)	3% ADMINISTRATIVE	1 EA	\$347.54	\$347.54

PLEASE SEE ATTACHED MATICH CORP INVOICE

TOTAL = \$11,932.33

Buyer and Seller agree that the general terms and conditions attached, hereof are part of this agreement are thoroughly understood.

Notice: Additional Terms and Conditions are Attached. Read Before Signing -- Buyer to sign both sides.

ACCEPTED FOR BUYER

By \_\_\_\_\_  
Title Date

Submitted By \_\_\_\_\_  
Approved By \_\_\_\_\_



Since 1918  
P.O. Box 10 • Highland, CA 92346  
Tel: 909-382-7400 • Fax: 909-382-0113

**INVOICE**  
062221/059

Client: Jones Bros. Construction Co.      Project /Contract No.:      Payment Application:      2  
85989 Ave. 52      48th Ave. & Harrison Ave Sewer Improvements      Invoice Date:      6/8/2022  
Coachella, CA 92236      Match Job No.: 21-059      Peroid From:      5/1/22-5/31/22

3686

Item:	Item Description:	Contract Work			Previously Billed		Billing This Period		Total Work To Date		
		Quantity	Unit	Price	Total	Quantity	Amount	Quantity	Amount	Quantity	Amount
7	4" AC PG 70-10 48TH AVE. (59,210 SF)	1,421.00	TN	\$ 82.00	\$ 116,522.00		\$ -	1,421.00	\$ 116,522.00	1,421.00	\$ 116,522.00
9	4" AC PG 70-10 8' WIDE HARRISON ST. (31,000 SF)	749.00	TN	\$ 91.00	\$ 68,159.00	553.84	\$ 50,399.44	98.64	\$ 8,976.24	652.48	\$ 59,375.68
9A	4" AC SEWER LATERAL TRENCH PATCH PG 70-10	35.00	TN	\$ 290.00	\$ 10,150.00		\$ -	35.00	\$ 10,150.00	35.00	\$ 10,150.00
Change Order											
COR	ASPHALT MATERIAL PRICE INCREASE	1,554.64	TN	\$ 6.50	\$ 10,105.16		\$ -	1,554.64	\$ 10,105.16	1,554.64	\$ 10,105.16
CC01	HAUL & LAY	39.99	TN	\$ 37.00	\$ 1,479.63	39.99	\$ 1,479.63		\$ -	39.99	\$ 1,479.63

Original Contract      194,831.00  
Contract Changes      11,584.79  
Revised Contract      206,415.79

Work Complete To Date      \$ 51,879.07      \$ 145,753.40      \$ 197,632.47  
Less Retention      \$ -      \$ -      \$ -  
Released Retention      \$ -      \$ -      \$ -  
Net Billed To Date      \$ 51,879.07      \$ 145,753.40      \$ 197,632.47

1158179  
134,171E

# JONES BROS. CONSTRUCTION CO.

GRADING, PAVING, UNDERGROUND AND EQUIPMENT RENTALS

85-900 Jones Court, Coachella, Ca 92236 PO Box 905

(760) 347-2291

Lic 406921

Item 17.

PROPOSAL NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

PROPOSAL SUBMITTED TO:	PHONE	DATE
		July 7, 2022
NAME: City of Coachella	PROJECT Sewer and Street Improvement	
ADDRESS: 53-990 Enterprise Way	LOCATION: Ave 48 and Harrison Street	
CITY AND STATE: Coachella, Ca	ARCHITECT/ENGINEER:	DATE OF PLANS
ATTENTION: Leonard St. Sauver	PROJECT PLANS NO. AND TITLE Striping	

We hereby propose to furnish the necessary equipment, labor, and materials required to perform the following works:

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.)	STRIPING, MARKINGS AND SIGNAGE	1 EA	\$ 23,794.00	\$23,794.00
2.)	Plus a 20% overhead markup - administrative cost + profit			\$4,794.80

PLEASE SEE ATTACHED PROPOSAL

IF NECESSARY, SWEEPING WILL BE DONE AT \$300.00 PER HOUR

TOTAL = \$28,588.80

Buyer and Seller agree that the general terms and conditions attached, hereof are part of this agreement are thoroughly understood.  
Notice: Additional Terms and Conditions are Attached. Read Before Signing -- Buyer to sign both sides.

ACCEPTED FOR BUYER

By \_\_\_\_\_  
Title Date

Submitted By \_\_\_\_\_  
Approved By \_\_\_\_\_



License# 776306  
Union Local 1184  
DIR# 1000001476

Superior Pavement Markings, Inc.  
PO Box 278  
Beaumont, CA 92223  
Phone 951.845.2799  
Fax 951.845.6399

Item 17.

### Proposal & Contract 40089

Submit To:  
Jones Brothers Construction  
P.O. Box 905  
85989 Avenue 52  
Coachella, CA 92236-0905

Contact:  
Mike Jones•Office 760-347  
-2291•Fax 760-347-2291•Cell  
760-861  
-1813•mikejones@jonesbrothers.  
net

Project  
Avenue 48 & Harrison St Sewer Impr  
Coachella

Date: 6/27/22  
Estimator: Dale Shults

#	Description	Qty	um	Price	Ext Price
1	Striping, Markings, Signage and Removals	1	LS	23,794.00	23,794.00
Alt	<b>Additive Alternate:</b> Removals per Plans provided	1	LS	832.00	832.00

Addenda Considered = 0

Up to Three mobilizations are included. Additional mobilizations at \$2,250.00 ea.

A mobilization or Move-In is any work accomplished through consecutive shifts. If work is unavailable or not ready for Superior an additional mobilization charge will be incurred.

Traffic control for Superior work areas during Superior work hours only.

A Minimum Of **15 Working Days** Is Required Prior To Each Move In.

Quote Includes: Traffic Paint [YES] - Thermoplastic [NO] - Rpm's [NO] - Removals [See Additive Alternate Above] -

Sealing [NO] - Signing [YES] - Furnish Mast Arm Signs [NO] - Temp Striping [NO] - Berm/Curb Painting [NO]

NOTE: General contractor or owner of project to accept Superior Pavement Markings insurance limits. Any additional insurance required to be paid by general contractor or owner. Insurance limits available upon request.

**Superior Pavement Markings, Inc.**

**Total \$24,626.00**

by: \_\_\_\_\_

Estimator - Superior Pavement Markings, Inc. (Subject to office approval)

Proposal valid for 30 days from 6/27/2022.

All areas to be free and clear off ALL debris prior to Superior Pavement Markings' crews arriving on-site. All moves and job requirements are mentioned in notes- nothing is implied unless specifically noted. Not responsible for scheduling other sub's work or scheduling conflicts with other subs. We **DO NOT** provide shop drawings of any type unless prior arrangements are made. Not responsible for removing temporary striping or temporary "tabs", tape or chip seal markers unless specifically noted. Signs on signal poles, overhead or truss structures not included unless specifically mentioned in proposal. Superior Pavement Markings is a union company and all jobs are bid using current union or prevailing wage rates.

Acceptance of Proposal and Contract: I/we accept the within proposal. You are authorized to perform the work comprehended here under and I/we agree to pay the said amount in accordance with the terms set forth. By signing this Proposal/Contract below I/we agree to the attached Terms and Conditions.

Date: \_\_\_\_\_ Owner/Customer: \_\_\_\_\_ Print: \_\_\_\_\_

PLEASE SIGN AND REMIT THIS 1 PAGE DOCUMENT TO ABOVE ADDRESS.

Description	Qty	Unit Price	Unit Price
Striping Detail 21 P	6598	0.80	5,278.40
Striping Detail 27B P	11822	0.52	6,147.44
Striping Detail 38A P	88	1.00	88.00
<PM> WP 0/0/0/0 Basic	24	12.50	300.00
<PM> Arrow Type 4 P	2	200.00	400.00
<PM> W SIGNAL AHEAD* P	1	450.00	450.00
<Double Post> Telespar	2	650.00	1,300.00
<IS - N-5> Sign Bolt{D}{G}	4	125.00	500.00
<IS - R1-5> Telespar with Sign{D}{G}	1	275.00	275.00
<IS - R2-1(35)> Telespar with Sign{D}{G}	4	275.00	1,100.00
<IS - W1-1L> Telespar with Sign{D}{G}	1	325.00	325.00
<IS - W1-1R> Telespar with Sign{D}{G}	1	325.00	325.00
<IS - W1-6> Telespar with Sign{D}{G}	2	295.00	590.00
<IS - W13-1P(15)> Sign Bolt{D}{G}	2	175.00	350.00
<IS - W14-1> Telespar with Sign{D}{G}	1	325.00	325.00
<IS - W16-2aP> Sign Bolt{D}{G}	1	185.00	185.00
<IS - W16-8P> Sign Bolt{D}{G}	2	185.00	370.00
<IS - W31> Telespar with Sign{D}{G}	2	275.00	550.00
<IS - W31A> Sign Bolt{D}{G}	1	175.00	175.00
<RE> Sign Bolt REMOVAL ONLY	1	30.00	30.00
<RE> Telespar REMOVAL ONLY	2	115.00	230.00
Mobilization(s)	2	2,250.00	4,500.00
		<b>TOTAL</b>	<b>23,793.84</b>





CITY OF COACHELLA  
 AVENUE 48 & HARRISON STREET SEWER IMPROVEMENTS  
 Project No. S-24  
 Final Quantity Adjustment Comparison

Base Bid Area No. 1					Actual Quantity Installed		Bid Quantity		Cost Difference
Item No.	Description	Unit	Bid Qty.	Unit Price	Quantity	New Total	Unit Price	Extended Price	
1	Mobilization	LS	1	\$90,000.00	1	\$90,000.00	\$90,000.00	\$90,000.00	\$0.00
2	Traffic Control	LS	1	\$140,000.00	1	\$140,000.00	\$140,000.00	\$140,000.00	\$0.00
3	Best Management Practices	LS	1	\$7,000.00	1	\$7,000.00	\$7,000.00	\$7,000.00	\$0.00
4	Utility Potholing	LS	1	\$14,784.00	1	\$14,784.00	\$14,784.00	\$14,784.00	\$0.00
5	Remove Full Depth Asphalt and Aggregate Base-Ave 48	SF	59,210	\$1.33	61,690	\$82,047.70	\$78,749.30	\$78,749.30	\$3,298.40
6	Remove Full Depth 8' Wide AC/AB-Harrison Street	SF	30,110	\$1.62	30,830	\$49,944.60	\$48,778.20	\$48,778.20	\$1,166.40
7	Furnish & Install 4" Thick Asphalt Concrete -Ave 48	SF	59,210	\$2.55	61,690	\$157,309.50	\$150,985.50	\$150,985.50	\$6,324.00
8	Furnish & Install 10" Thick CL2 Aggregate Base -Ave 48	SF	59,210	\$1.43	61,690	\$88,216.70	\$84,670.30	\$84,670.30	\$3,546.40
9	Furnish & Install 4" AC/10" CL2 AB (8' Wide) - Harrison Street	LF	3,900	\$38.50	3,900	\$150,150.00	\$150,150.00	\$150,150.00	\$0.00
9A	Furnish & Install 4" AC/10" CL2 Sewer Lateral Trench Patch (Per COC Std. S-30) Harrison	SF	1,440	\$28.35	1,800	\$51,030.00	\$40,824.00	\$40,824.00	\$10,206.00
10	Construct 48" Sewer Manhole -Ave 48	EA	10	\$5,885.00	10	\$58,850.00	\$58,850.00	\$58,850.00	\$0.00
11	Construct 48" Sewer Manhole -Harrison Street	EA	18	\$5,700.00	18	\$102,600.00	\$102,600.00	\$102,600.00	\$0.00
12	15" SDR 26 PVC Sewer Pipe- Ave 48	LF	2,475	\$126.00	2,475	\$311,850.00	\$311,850.00	\$311,850.00	\$0.00
13	15" SDR 26 PVC Sewer Pipe- Harrison Street	LF	4,925	\$128.00	4,925	\$630,400.00	\$630,400.00	\$630,400.00	\$0.00
14	8" Sch. 40 PVC Sewer Lateral-Ave 48	LF	350	\$141.00	350	\$49,350.00	\$49,350.00	\$49,350.00	\$0.00
15	8" Sch. 40 PVC Sewer Lateral-Harrison Street	LF	520	\$85.00	550	\$46,750.00	\$44,200.00	\$44,200.00	\$2,550.00
16	12" Sch. 40 PVC Sewer Lateral-Ave 48	LF	51	\$101.00	51	\$5,151.00	\$5,151.00	\$5,151.00	\$0.00
17	12" Sch. 40 PVC Sewer Lateral-Harrison Street	LF	30	\$156.00	30	\$4,680.00	\$4,680.00	\$4,680.00	\$0.00
18	Adjust to Grade Water Valve Frame and Cover Ave 48	EA	7	\$500.00	17	\$8,500.00	\$3,500.00	\$3,500.00	\$5,000.00
19	Install Manhole into the Existing Drain and Sewer Lines at Farm Access Road north of Ave 48	LS	1	\$15,000.00	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
WD #1	Additional Asphalt R&R on Harrison	SF	0	\$4.81	720	\$3,463.20	\$0.00	\$0.00	\$3,463.20
	Item			\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
	Item			\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
	Item			\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
	Item			\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$2,067,076.70</b>	<b>\$2,031,522.30</b>	<b>\$2,031,522.30</b>	<b>\$35,554.40</b>



# INCLUDED PROPERTIES MAP



SEWER LINE (RED)

DESERT ROCK DEV  
603110001

HAMMOND RIVERSIDE  
603232016

CULTIVATION TECHNOLOGIES INC  
603232023

BOSS 429 PROP  
603232024

DELARA  
603290001

MORALES SFORCIN  
603232025 603232026

PROPCORP INC  
603232022

PROPCORP INC  
603232021

BEJARANO  
603290021

RAIL LINE  
603232029

RAIL LINE  
603232018

BEJARANO  
603290020

MORALES SFORCIN  
603232027 603232028

ZIMMER  
603232010

DELEON  
603290014

DURAN  
603290015

BUTZLAFF  
603290005

A G GREENLEAF  
603242001

ANTHONY VINEYARDS INC  
603290006

A G GREENLEAF  
603242002

Page 171

A G GREENLEAF  
603480001

ANTHONY VINEYARDS INC  
603300005

SUN DATE LLC  
603300021

SUN DATE LLC  
603300022

SRC OATES  
603300011

NSA PROP HOLDINGS  
603300031





**STAFF REPORT**  
**4/26/2023**

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

**FROM:** Jacob Alvarez, Assistant to the City Manager

**SUBJECT:** Approve a contribution to Coachella Valley Association of Governments' CV Housing First program in the amount of \$100,000 for current Fiscal Year 2022-23 and MOU

**STAFF RECOMMENDATION:**

It is recommended that Council approve the \$100,000 contribution to the Coachella Valley Association of Governments CV Housing First Program for FY 2022/23 and establish an MOU with a 2 year term FY 2023/24 and FY 2024/25 with funding in the amount of \$100,000 for each year.

**BACKGROUND:**

**CVAG Homelessness Request for Funding-**

The City of Coachella as well as other communities within the Coachella Valley have collaborated on homelessness with CVAG since the opening and operation of Roy's Desert Resource Center, which has since closed its doors. This facility closed as of July 2017 and as a result, CVAG and its Homelessness Committee considered other options. As a result, CVAG is in its second year of operating the CV Housing First Program

The CV Housing First Program is focused on the CV200, which is a list of chronically homeless individuals residing in Coachella Valley cities that have frequent contacts with law enforcement and who are likely to be shelter resistant or who have already fallen out of housing. This list was developed with the help of CVAG's member jurisdictions and local law enforcement.

CVAG Housing First staff help with overcoming barriers that keep people from attaining housing. These barriers include identification paperwork to: qualify for benefits, attain housing, seek mental health and substance abuse support, apply for employment, and mainstream benefits. Additionally, CVAG's crisis stabilization units all CV200 individuals to housing. These units can be apartments and local hotel rooms where clients can stay up to 90 days that keep them off the streets.

The last payment the City of Coachella provided to CVAG for homelessness was issued August 2022 for Fiscal Year 2021/22. Therefore, CVAG is looking for a CV Housing First program

payment for the current Fiscal Year 2022/23. Additionally, CVAG is looking to execute a new MOU (see Exhibit 1) to seek funding for up to the next two years.

Currently, three (Indian Wells, Palm Desert, and Palm Springs) cities have paid for the Fiscal Year 22/23. The other cities along with their MOU status are as follows:

City	Paid for FY 22/23	MOU Status
Cathedral City	Awaiting Payment	Approved
Coachella	Awaiting Payment	Underconsideration
Desert Hot Springs	Awaiting Payment	Pending with City Staff
Indian Wells	\$100,000	Approved
Indio	Awaiting Payment	Approved
La Quinta	Awaiting Payment	Calendar-year MOU pending with City
Palm Desert	\$100,000	Approved
Palm Springs	\$100,000	Pending with City Staff
Rancho Mirage	Awaiting Payment	Pending with City Staff

**FISCAL IMPACT:**

This will cause a fiscal impact of \$100,000 for fiscal year 2022-23 that will come from fund balance reserves. The additional \$100,000 per year could be budgeted as a General Fund expenditure over the next two years.

**EXHIBIT(S):**

1. DRAFT CVAG Multiyear MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY/ TRIBAL NATION OF  
XXXXXX  
AND  
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

This Memorandum of Understanding (the "Memorandum") is made by and between the CITY/ TRIBE OF XXXX ("CITY" OR "TRIBE") and the COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS ("CVAG"), as of October xx, 2022 with respect to the following:

**RECITALS**

**WHEREAS**, the City/ Tribe is interested in providing food, emergency shelter, and outreach to those in need and, in that regard would like to support the CVAG homelessness program; and

**WHEREAS**, the City/ Tribe has been supporting CVAG's CV Housing First program as a regional solution for homeless individuals; and

**WHEREAS**, CVAG agrees to use the City/ Tribe funding for the CV Housing First program to provide case management and outreach services to homeless individuals in the Coachella Valley for the coming years;

NOW, THEREFORE, the City/ Tribe and CVAG agree to the following:

**1.0 TERM OF MEMORANDUM.** The term of this Memorandum shall expire on June 30, 2024.

**2.0 OBLIGATIONS OF THE PARTIES.**

2.1 CVAG shall provide the services set forth in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Services"). CVAG shall deliver to the City/ Tribe quarterly reports detailing the CV Housing First program metrics as set forth in Exhibit B attached hereto and incorporated by this reference ("Quarterly Reports"). CVAG shall comply with any and all federal, state, and local laws and regulations applicable to CVAG, the Scope of Services, and the use of the City/ Tribe Funds (as defined in Section 2.2 below) and the use of any other public moneys (collectively, the "Compliance Requirements").

2.2 The City/ Tribe will provide financial support of One Hundred Thousand Dollars each fiscal year for three years totaling Three Hundred Thousand Dollars (\$300,000) ("City/ Tribe Funds") to CVAG. Provided CVAG complies with its obligations under this Memorandum, the City shall disburse the City/ Tribe Funds no later than 60 days after the beginning of each fiscal year. All City/ Tribe Funds shall be used by CVAG

for the Scope of Services and for no other purpose. If CVAG fails to provide CV Housing First services for a fiscal year, the City/ Tribe may withhold an installment disbursement of the City/ Tribe Funds that has not yet been disbursed. If CVAG fails to comply with any Compliance Requirements, the City/ Tribe may (i) withhold an installment disbursement that has not yet been disbursed, (ii) order a return to the City/Tribe of any portion or all City/ Tribe Funds that were not used in compliance with this Memorandum or any other Compliance Requirements, and/or (iii) seek any other rights or remedies available at law or in equity.

**3.0 INDEMNITY AND RELEASE.** CVAG hereby agrees to indemnify, defend, and hold harmless the City/ Tribe and its officers, employees, agents and independent contractors (collectively, "Indemnitees") from and against any and all of claims, causes of action, obligations, losses, liabilities, judgments, or damages, including reasonable attorneys' fees and costs of litigation (collectively "Claims") arising out of and/or in any way relating to CVAG's activities in the performance of this Memorandum, or to CVAG's acts and/or omissions in providing or administering the same, excepting only those claims, actions, obligations, losses, liabilities, judgments, or damages arising out of the sole negligence, active negligence or willful misconduct of the City/ Tribe.

**4.0 CVAG INSURANCE OBLIGATIONS.** Without limiting the indemnification provisions provided herein, CVAG, at its sole expense, shall obtain and keep in force during the term of this Memorandum and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the CVAG facility(ies) resulting from any actions or omissions of CVAG or any use of the CVAG facility(ies), or the CVAG's invitees in accordance with the terms of this Memorandum. The policy or policies evidencing such insurance shall name the City/ Tribe as additional insureds, shall provide that same may not be cancelled or amended without thirty (30) days prior written notice to the City/ Tribe, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be rated A-/VIII or better by [ambest.com](http://ambest.com). Prior to the date of this Memorandum, and upon renewal of such policies, CVAG shall submit to the City/ Tribe certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect. The coverage contemplated in this paragraph will be primary and the City's/ Tribe's coverage will not contribute. CVAG shall provide workers' compensation insurance in accordance with California law.

### **5.0 ADDITIONAL PROVISIONS.**

5.1 In all cases, the language in all parts of this Memorandum shall be construed according to its fair meaning and not strictly for or against either party, if being agreed that the parties or their agents have all participated in the preparation of this Memorandum.

5.2 This Memorandum contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties regarding the operation of CVAG's CV Housing First Program.

5.3 No termination of this Memorandum shall release either party from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Memorandum.

5.4 In the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this Memorandum, the prevailing party (as determined by California law) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of suit or investigation as actually incurred (including, without limitation, reasonable attorneys' fees, expenses, and costs incurred in establishing the right to indemnification).

[signatures on next page]

IN WITNESS WHEREOF, Coachella Valley Association of Governments and PUBLIC ENTITY have executed this Memorandum as evidenced by the signatures contained below:

**[PUBLIC ENTITY]**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## EXHIBIT A

## Scope of Services

Provide services to unhoused individuals and families in the Coachella Valley, and more specifically in **[CITY/GEOGRAPHIC AREA]**, who are literally homeless by providing outreach, connections to housing solutions (including crisis stabilization housing and/or permanent solutions), rapid resolution assistance for one-time emergency needs such as move-in costs, or other supportive services and resources such as food distribution, legal clinics, and linkages to services.

DRAFT



## EXHIBIT B

### Reporting Requirements

The reporting that shall be provided should be similar to CVAG's own CV Housing First quarterly reports.

CVAG will provide the City of Coachella with quarterly reports that incorporates city centric data which includes but not limited to: Housed from CV 200- Clients housed in Crisis Stabilization Units (CSH), Clients being helped through Rapid Resolution (RR), Clients returned to the street (failures), Clients moved into permanent housing from CSH (successes), Clients moved into permanent housing through RR (successes) and Non CV200 - Households Housed in CSH Units, Households being helped through RR, Households returned to the street (failures) Households moved into permanent housing from CSH (successes), Households moved into permanent housing from RR (successes).

The City may request a presentation at a City Council meeting should its City Council have questions about the program.

apChkLst  
04/25/2023 1:18:03PM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1301	3/27/2023	48066 US BANK	Sta 2/27/23	2/27/2023	ACC XXXX-XXXX-XXXX-0925,	28,727.93	28,727.93
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							28,727.93

1 checks in this report.

Grand Total All Checks: 28,727.93

Date: March 27, 2023

  
\_\_\_\_\_  
Interim Finance Director: William B. Pattison

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
04/26/2023 8:14:27AM

Check List  
City of Coachella

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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>
116394	4/26/2023	45042	PETER PENDLETON ELEMEN' Grant	4/26/2023	COMMUNITY BASED GRANT	1,000.00	1,000.00
<b>Sub total for WELLS FARGO BANK:</b>							1,000.00

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1 checks in this report.

Grand Total All Checks: 1,000.00

Date: April 26, 2023

  
\_\_\_\_\_  
Interim Finance Director: William B. Pattison

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
05/03/2023 7:07:45AM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -I

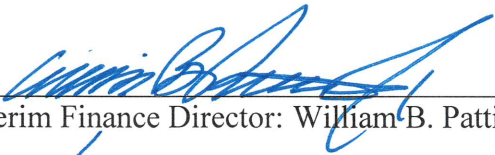
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1302	5/1/2023	51949	THE H.N. & FRANCES C. BER(78	5/1/2023	MAY2023- CIVIC CENTER LO/	8,876.26	8,876.26
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

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1 checks in this report.

Grand Total All Checks: 8,876.26

Date: May 1, 2023

  
\_\_\_\_\_  
Interim Finance Director: William B. Pattison

  
\_\_\_\_\_  
City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
116395	5/10/2023	55138	CAL DREMSCAPE LANDSCAP Ref000234446	5/1/2023	UB Refund Cst #00056301	1,021.16	1,021.16
116396	5/10/2023	55128	CANCEL, MONIQUE Ref000234433	5/1/2023	UB Refund Cst #00047857	35.52	35.52
116397	5/10/2023	55114	COMMON CENTS, INC. Ref000234436	5/1/2023	UB Refund Cst #00054867	17.94	17.94
116398	5/10/2023	55134	DR HORTON Ref000234442	5/1/2023	UB Refund Cst #00055844	22.66	22.66
116399	5/10/2023	55135	DR HORTON Ref000234443	5/1/2023	UB Refund Cst #00055851	1.95	1.95
116400	5/10/2023	55136	DR HORTON Ref000234444	5/1/2023	UB Refund Cst #00055852	7.62	7.62
116401	5/10/2023	55137	DR HORTON Ref000234445	5/1/2023	UB Refund Cst #00055863	67.90	67.90
116402	5/10/2023	55127	HERNANDEZ, MARICELA Ref000234432	5/1/2023	UB Refund Cst #00039848	55.88	55.88
116403	5/10/2023	55071	PULTE GROUP INC Ref000234440	5/1/2023	UB Refund Cst #00055349	14.43	14.43
116404	5/10/2023	55129	PULTE GROUP INC Ref000234434	5/1/2023	UB Refund Cst #00054178	76.80	76.80
116405	5/10/2023	55130	PULTE GROUP INC Ref000234435	5/1/2023	UB Refund Cst #00054705	311.02	311.02
116406	5/10/2023	55131	PULTE GROUP INC Ref000234438	5/1/2023	UB Refund Cst #00055132	56.02	56.02
116407	5/10/2023	55133	PULTE HOMES CO LLC Ref000234441	5/1/2023	UB Refund Cst #00055425	64.18	64.18
116408	5/10/2023	55048	PULTE HOMES COMPANY LLC Ref000234447	5/1/2023	UB Refund Cst #00052526	12.02	12.02
116409	5/10/2023	55132	RUFFNER, SAMUEL Ref000234439	5/1/2023	UB Refund Cst #00055209	100.00	100.00
116410	5/10/2023	55115	SOUTH WEST PUMP & DRILLI Ref000234437	5/1/2023	UB Refund Cst #00054966	80.33	80.33
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,945.43</b>



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16 checks in this report.

Grand Total All Checks: 1,945.43

Date: May 10, 2023

  
\_\_\_\_\_  
Interim Finance Director: William B. Pattison

  
\_\_\_\_\_  
City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1303	5/10/2023	51066	ALLIANT INSURANCE SERVIC2288625	5/2/2023	PLCY #W34CA3230101, FY23/	201,851.00	201,851.00
1304	5/10/2023	52366	ALTA LANGUAGE SERVICES, IIS650399	4/30/2023	APR2023 SPANISH LISTENING	110.00	110.00
1305	5/10/2023	54859	AMAZON CAPITAL SERVICES, 17LH-M3FD-43V	4/19/2023	8.5X11 CERTIFICATE AND DO	132.95	
			1FTK-9QNR-4G	4/19/2023	8.5X11 CERTIFICATE AND DO	132.95	
			1P3R-MLMC-JP	4/23/2023	LEATHER GRAIN CERTIFICAT	59.75	
			1WM6-YJG1-4Y	4/20/2023	HP 62XL TRI-COLOR HIGH-YI	154.95	
			1CX3-7NYH-LJF	3/26/2023	NADEX BALL AND CHAIN SEC	41.98	
			1GWX-L914-1R	3/14/2023	LASERCRAFTING OFFICE DE	51.39	
			1NTJ-GKJH-33Y	3/22/2023	MAXGEAR ACRYLIC BROCHL	101.86	
			1RML-VGRD-HJ	3/26/2023	KLEENEX PRO FACIAL TISSU	70.96	
			16CM-D6DR-1N	2/21/2023	KOONIE AIR BLOWER & VACU	129.40	
			194R-N47G-Q1J	2/26/2023	CALDAG 2020:INTERPRETIVE	451.84	
			16CK-V4D6-HJX	3/5/2023	SINGLE PAPER HOLE PUNCH	45.66	1,373.69
1306	5/10/2023	53291	ANGENIOUS ENGINEERING	19-03-037	3/31/2023 PE3/31 DILLON RD BRIDGE	1,245.38	
				19-07A-029	3/31/2023 PE3/31 AVE 50 BRIDGE	224,725.20	
				19-07B-025	3/31/2023 PE3/31 SR-86/AVE50 INTERCI	1,212.76	227,183.34
1307	5/10/2023	45929	BECK OIL, INC.	62382CL	4/15/2023 PE4/15 GRAFFITI DEPT FUEL	184.60	184.60
1308	5/10/2023	49486	BRC CONSTRUCTION	202310072	4/7/2023 SMOOTH STUCCO @ 85811 C	6,800.00	
				202310054	3/30/2023 OFFICE DIVISION @ 53990 E	9,800.00	
				202310073	4/7/2023 RPR'D/RMV'D SIGN @ 85811 C	650.00	
				202310053	3/30/2023 OFFICE DIVISION @ 53990 E	8,900.00	26,150.00
1309	5/10/2023	02320	CALPERS	1000000171463	4/14/2023 #6373819375, MAY2023 HEAL	116,738.45	
				1000000171463	4/14/2023 #6373819375, MAY2023 HEAL	12,623.82	129,362.27
1310	5/10/2023	53627	CANNON DESIGN, INC.	233176	4/11/2023 PE3/31 FIRE STATION REHAB	18,580.00	18,580.00
1311	5/10/2023	49858	CV PIPELINE CORP.	S3129	4/24/2023 STORM DRAIN MAINT @ LLM	1,770.00	1,770.00
1312	5/10/2023	43672	DESERT VALLEY SERVICES INC	600425	4/4/2023 NITRILE GLOVES	56.44	56.44
1313	5/10/2023	53799	ENTERPRISE FM TRUST	FBN4712298	4/5/2023 APR2023 LEASE CHRGS ('20/	19,730.71	19,730.71
1314	5/10/2023	00207	GRAINGER INC	9669402126	4/10/2023 UNIWELD WELDING & CUTTI	788.26	
				9669513021	4/10/2023 MILLER ELECTRIC MIG WELD	2,533.19	
				9669571128	4/10/2023 MILLER ELECTRIC PLASMA C	2,468.51	
				9670561613	4/11/2023 HPS BULBS & PHOTOCONTR	2,193.56	7,983.52
1315	5/10/2023	51892	HERC RENTALS, INC.	33533686-002	4/24/2023 3/25-4/24 MSG BOARD RNTLS	1,702.66	
				33484528-004	4/4/2023 3/4-4/3 MSG BOARD RNTLS	1,702.66	3,405.32
1316	5/10/2023	00996	HOME DEPOT	5160772	3/8/2023 HUSKY 119PC MECHANICS, E	233.12	233.12

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1317	5/10/2023	54791	HYDROPRO SOLUTIONS, INC 0001410-IN	12/22/2022	3/4" BL 4G BB CF-UTG (800)	195,062.70	195,062.70
1318	5/10/2023	50439	LANTELLIGENCE, INC. 20231193	3/3/2023	MAR2023/24 SHORETEL PAR	5,146.02	5,146.02
1319	5/10/2023	53552	QUENCH USA, INC. INV05608426	4/1/2023	AC D347651, APR2023 RNTL,	40.89	
			INV05600642	4/1/2023	AC D347648, APR2023 RNTL,	40.89	81.78
1320	5/10/2023	31705	RIVERSIDE COUNTY FIRE DE 234995	4/27/2023	FY22/23- 2ND QTR FIRE PRO	962,433.68	962,433.68
1321	5/10/2023	32950	SAFETY-KLEEN SYSTEMS, IN 91295659	3/23/2023	3/21 SVC	283.71	283.71
1322	5/10/2023	45925	USA SHADE & FABRIC STRUC 1335138	3/27/2023	INSTLL'D HEX FABRIC RPLCM	16,953.02	16,953.02
1323	5/10/2023	54894	WILLIAMS SCOTSMAN, INC. 9017452920	4/18/2023	4/18-5/15 FIRE STATION #79 N	2,642.70	
			9017452922	4/18/2023	4/18-5/15 FIRE STATION #79 N	911.85	3,554.55
1324	5/10/2023	53596	XTREME HEATING AND AIR 2361	2/10/2023	INSTLL'D ICE MAKER @ COR	1,400.00	1,400.00
<b>T FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							<b>1,822,889.47</b>

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
116411	5/10/2023	55124	ADMINSURE INC.	15858	3/14/2023	MAR2023 SUBROGATION SVC	4,500.00	4,500.00
116412	5/10/2023	48977	ADT COMMERCIAL	149986212	4/3/2023	MY-JL2023 ALARM/EXT SVC F	470.94	
				149986213	4/3/2023	MAY2023 ALARM/EXT SVC PF	1,190.16	
				149986214	4/3/2023	MY-JL2023 ALARM/EXT SVC F	643.35	
				149986215	4/3/2023	MY-JL2023 ALARM/EXT SVC F	252.88	
				149986216	4/3/2023	MAY2023 CELL/EXT SVC PRC	32.08	
				149986217	4/3/2023	MY-JL2023 ALARM/EXT SVC F	179.85	2,769.26
116413	5/10/2023	53621	ALL THE RIGHT CONNECTION	6879	4/18/2023	WE 4/16: MEDINA+REYES+SA	3,477.60	
				6919	4/25/2023	WE 4/23: GALINDO+MEDINA+	3,036.00	6,513.60
116414	5/10/2023	42837	ARAMARK UNIFORM SERVICE	25375975	3/14/2023	POLOS W/ EMBROIDERY	508.03	508.03
116415	5/10/2023	42251	ARCOS, MARIA	Ck 5/10/23	4/20/2023	VOUCHER 90, 1/11-4/3	264.77	264.77
116416	5/10/2023	54811	ATKINSON, ANDELSON, LOYA	678233	3/31/2023	PE3/31, #006507- CODE OF C	474.00	474.00
116417	5/10/2023	54517	BLACK KNIGHT TECHNOLOGI	10276129	4/20/2023	AP-MY2023 SITXPRO SBSCRI	250.00	250.00
116418	5/10/2023	52723	BRIGHT EVENT RENTALS, LL	708646	4/20/2023	3/25 TENT RNTL	2,343.49	
				708647	4/20/2023	3/25 TABLE+CHAIR+LINEN+E	2,349.05	
				708648	4/20/2023	3/25 COCKTAIL TBL+LINEN+E	2,472.84	
				708649	4/20/2023	3/25 UMBRELLA RNTLS	2,488.09	
				708650	4/20/2023	3/25 UMBRELLA RNTLS	2,488.09	
				708651	4/20/2023	3/25 GENERATOR+ELECTRIC	1,311.94	
				708652	4/20/2023	3/25 TENT SIDEWALL+SFTY F	1,087.27	14,540.77
116419	5/10/2023	50839	BURRTEC ENVIRONMENTAL	AC 436783	3/31/2023	3/24 HANDWASH DELIVERY	489.44	489.44
116420	5/10/2023	44494	BURRTEC WASTE & RECYCLI	BD 4/1/23	4/1/2023	AC 44-BS 405340, 85075 AVE	65.38	65.38
116421	5/10/2023	53423	CBE OFFICE SOLUTIONS	IN2615822	4/20/2023	ACC CC3502, COLOR COPIEF	1,023.00	1,023.00
116422	5/10/2023	02048	CDW GOVERNMENT, INC.	JG31397	4/26/2023	HP COLOR LASERJET PRO M	336.51	336.51
116423	5/10/2023	53426	CELL BUSINESS EQUIPMENT	79683370	4/22/2023	ACC 1338330, 4/15-5/14, SHAF	581.50	581.50
116424	5/10/2023	07950	CITY OF COACHELLA	Mar 2023	3/31/2023	MAR2023 WATER- ST, PARKS	40,109.01	
				Mar 2023-LLD's	3/31/2023	MAR2023 WATER- LLD'S	12,272.64	52,381.65



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
116425	5/10/2023	53220	COACHELLA ACE HARDWARE	5246/1	4/5/2023	GARDEN SPRAYER	26.09	
				5254/1	4/6/2023	DRILL BIT BLK OXD	22.81	
				5255/1	4/6/2023	CORNER BRACE FLAT, MENC	61.00	
				5249/1	4/6/2023	DWV PVC CAP FLEX 2"	13.03	
				5258/1	4/7/2023	HOOK LADDER & LOCK PRIV	86.92	
				5274/1	4/11/2023	KICKDOWN DOOR HOLD, GA	48.31	
				5236/1	4/3/2023	TITAN TACTICAL KNIFE, ETC	24.42	
				5276/1	4/11/2023	LED A19 E26 DL 75W 2PK	11.41	
				5179/1	3/22/2023	KEY RING ID TAG, CD 1IN SPI	20.06	
				5247/1	4/5/2023	BROOM CLIP AND CAR AIR FI	28.22	342.27
116426	5/10/2023	44959	COMPUTER CONSULTANTS, I	36450	4/29/2023	4/7 SERVER DRIVE CLONE	375.00	375.00
116427	5/10/2023	00214	CORONET CONCRETE PROD	1172098	4/6/2023	6.0 SACK EQ 60/40 FA	798.88	798.88
116428	5/10/2023	00749	COUNTY OF RIVERSIDE	SH0000042848	3/28/2023	2/9-3/8 LAW ENFORCEMENT	11,001.58	
				SH0000042847	3/28/2023	2/9-3/8 LAW ENFORCEMENT	744,817.76	755,819.34
116429	5/10/2023	11800	COUNTY OF RIVERSIDE	AN0000002679	4/19/2023	MAR2023 ANL SHLTR+FIELD+	31,888.35	31,888.35
116430	5/10/2023	55125	COUNTY OF RIVERSIDE	UUT Refund	4/19/2023	UTILITY USER TAX EXEMPTIC	2,920.07	2,920.07
116431	5/10/2023	54602	DE FRANCISCO SHEK, ANDR	I23009	4/26/2023	TRADESHOW BACKDROP DE	500.00	500.00
116432	5/10/2023	49859	DEAZTLAN CONSULTING, LLC	CFD 2023	4/21/2023	CESAR CHAVEZ FOUNDATIO	2,000.00	2,000.00
116433	5/10/2023	53535	DEL'S FLOORING CONTRACT	20658	4/6/2023	JOHNSONITE MILLWORK MO	2,328.75	
				20659	4/6/2023	JOHNSONITE CHR 66C RAMF	3,041.51	5,370.26
116434	5/10/2023	44836	DESERT CITY GLASS, INC	1234	4/12/2023	INSTLL'D SOLAR BRZ/SOLAR	807.42	807.42
116435	5/10/2023	13300	DESERT FIRE EXTINGUISHER	12469582	4/10/2023	3/16 FIRE SUPPRESSION SYS	200.36	
				12469583	4/10/2023	3/16 FIRE SUPPRESSION SYS	200.36	
				12469584	4/10/2023	3/16 FIRE SUPPRESSION SYS	163.93	564.65
116436	5/10/2023	47952	DESERT LIVE SCAN	7345	4/28/2023	APR2023 EMPLOYEE FINGER	50.00	50.00
116437	5/10/2023	53007	DESERT PROMOTIONAL &	92268	4/4/2023	POLOS W/ EMBROIDERY	284.93	
				92400	4/11/2023	2X10 WOOD NAME PLATE	20.66	305.59

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
116438	5/10/2023	13700	DEWEY PEST CONTROL INC.	15770817	4/1/2023	AC1126447, APR-JUNE2023, S	99.00
				15774202	4/1/2023	AC1404426, APR-JUNE2023, L	264.00
				15777587	4/1/2023	AC102942, APR-JUNE2023, 1E	175.50
				15777961	4/1/2023	AC1008112, APR-JUNE2023, C	135.00
				15785442	4/1/2023	AC103361, APR2023, SENIOR	80.00
				15791422	4/1/2023	AC1450610, APR2023, DE OR	160.00
				15791921	4/1/2023	AC1452292, APR-JUNE2023, 1	159.00
				15799977	4/1/2023	AC2028126, APR-JUNE2023, 1	240.00
				15799978	4/1/2023	AC2012540, APR2023, 51301 I	1,200.00
				15799979	4/1/2023	AC2012536, APR2023, 48400 \	1,200.00
				15803186	4/1/2023	AC241000, APR-JUNE2023, 1E	111.00
				AC1062335-AP/	4/1/2023	AC1062335, APR-JUNE2023, C	444.00
				15818555	4/1/2023	AC1067451, APR-JUNE2023, 1	120.00
				AC934340-AP/JI	4/1/2023	AC934340, APR-JUNE2023, S/	450.00
				AC1434611-AP/	4/1/2023	AC1434611, APR-JUNE2023, F	585.00
				AC1315475-AP/	4/1/2023	AC1315475, APR-JUNE2023, F	828.00
				15807046	4/1/2023	AC1318239, APR-JUNE2023, F	99.00
				15807047	4/1/2023	AC1318244, APR-JUNE2023, E	99.00
				15807048	4/1/2023	AC1318235, APR-JUNE2023, E	99.00
				15807049	4/1/2023	AC1318236, APR-JUNE2023, F	132.00
				15807061	4/1/2023	AC1281215, APR2023, SIERR/	301.00
				15807062	4/1/2023	AC1281218, APR2023, 51251 I	900.00
				15814114	4/1/2023	AC1178382, APR-JUNE2023, E	135.00
				15814118	4/1/2023	AC1161434, APR-JUNE2023, E	195.00
							8,210.50
116439	5/10/2023	55141	DIAZ, JESUS	Scholarship	5/1/2023	2023 YOUTH FOOTBALL SCH	75.00
116440	5/10/2023	55042	EAGLE TRUCK WASH	CO326906	4/10/2023	4/10 CAR/PICKUP WASH	25.30
116441	5/10/2023	52568	EGAN CIVIL, INC.	21868	4/12/2023	3/21+27 BGDMA PARK BASKE	832.50
				21869	4/12/2023	3/28 BGDMA PARK BASKETB/	450.00
							1,282.50
116442	5/10/2023	44713	FARMER BROTHERS CO.	95673347	4/10/2023	COFFEE, CREAMER & CUPS	886.78
				95673271	3/27/2023	COFFEE, CREAMER, LIDS, JA	790.91
				95673348	4/10/2023	COFFEE & CREAMER	202.22
							1,879.91
116443	5/10/2023	15750	FEDEX	8-107-63613	4/21/2023	APR2023 FEDEX SVCS	30.33
				8-114-23319	4/28/2023	APR2023 FEDEX SVCS	25.29
							55.62

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
116444	5/10/2023	51604	FRONTIER	3986515-AP23	4/16/2023	760/398-6515, 4/16/23	59.98
				3980796-AP23	4/9/2023	760/398-0796, 4/9/23	111.22
				3982508-MA23	3/20/2023	760/398-2508, 3/20/23	114.63
				3982841-AP23	4/9/2023	760/398-2841, 4/9/23	111.22
				3983051-AP23	4/9/2023	760/398-3051, 4/9/23	76.03
				3983133-AP23	4/1/2023	760/398-3133, 4/1/23	141.93
				1971372-AP23	4/2/2023	760/197-1372, 4/2/23	979.00
				3915237-AP23	4/1/2023	760/391-5237, 4/1/23	262.84
				3915832-AP23	4/5/2023	760/391-5832, 4/5/23	111.22
				3983551-AP23	4/13/2023	760/398-3551, 4/13/23	111.22
				3984226-AP23	4/13/2023	760/398-4226, 4/13/23	187.03
				3986539-AP23	4/9/2023	760/398-6539, 4/9/23	111.22
				3986750-AP23	4/9/2023	760/398-6750, 4/9/23	111.22
				3987338-AP23	4/7/2023	760/398-7338, 4/7/23	111.22
				3987456-MA23	3/24/2023	760/398-7456, 3/24/23	99.81
				3988734-AP23	4/1/2023	760/398-8734, 4/1/23	236.93
				3989197-AP23	4/9/2023	760/398-9197, 4/9/23	111.22
				3983477-MA23	3/15/2023	760/398-3477, 3/15/23	78.46
				3983551-MA23	3/13/2023	760/398-3551, 3/13/23	114.63
				3983680-MA23	3/21/2023	760/398-3680, 3/21/23	194.81
				3983712-AP23	4/2/2023	760/398-3712, 4/2/23	111.22
				3984226-MA23	3/13/2023	760/398-4226, 3/13/23	193.19
				3984371-AP23	4/9/2023	760/398-4371, 4/9/23	111.22
				3985798-AP23	4/4/2023	760/398-5798, 4/4/23	111.22
							3,962.69
116445	5/10/2023	54740	HEPTAGON SEVEN CONSULT	20230404	4/14/2023	PE4/14 LNDSCPE IMPRVMNT	10,375.00
				20230405	4/14/2023	PE4/14 LNDSCPE IMPRVMNT	4,120.00
				20230406	4/17/2023	ADDTNL LNDSCPE DESIGN S	7,900.00
				20230402	4/14/2023	JAN2023 CIVIL ENGINEERING	920.00
							23,315.00



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
116446	5/10/2023	20450	IMPERIAL IRRIGATION DISTRI	50371785-MA23	3/31/2023	AC50371785, 2/28-3/29, LIFT S	727.83
				50434217-MA23	3/31/2023	AC50434217, 3/1-28	44.14
				50459795-MA23	3/31/2023	AC50459795, 3/1-28	44.14
				50459796-MA23	3/31/2023	AC50459796, 3/1-28	88.02
				50459819-MA23	3/31/2023	AC50459819, 3/1-28	43.20
				50522793-MA23	3/31/2023	AC50522793, 3/1-28, SCADA F	54.48
				MdMA-MdAP	4/14/2023	MID MARCH-MID APRIL 2023 I	52,164.46
				50705542-MA23	4/6/2023	AC50705542, 3/7-4/4, PERMIT	953.61
				50035560-MA23	4/4/2023	AC50035560, 3/1-29, ST LIGH	23,681.87
							77,801.75
116447	5/10/2023	45108	IMPERIAL SPRINKLER SUPPL	0010184011-001	4/11/2023	ROUNDUP PROMAX	429.78
				0010159177-002	4/10/2023	ROUNDUP PROMAX, NITRILE	251.14
				0010108677-001	4/5/2023	CHAPIN SURESPRAY 2GAL, E	87.46
				0010123701-001	4/6/2023	LODGEPOLE TREESTAKE, ET	259.92
				0010126388-001	4/6/2023	RB 1800 POP-UP W/ PRS, ETC	31.43
				0010209665-001	4/12/2023	HATMENT CLASSIC LIFEGRD	15.23
				0010210040-001	4/12/2023	HUNTER I-25 ULTRA 6" ROTO	605.31
				0009893638-002	4/7/2023	SCH 80 PVC COUPLER SLIP	66.16
				0010096206-001	4/5/2023	RB DRIP TUBE BLANK, ETC	82.55
							1,828.98
116448	5/10/2023	53801	INFOSEND, INC.	231970	3/8/2023	2/1-20 CVAG OIL FILTER 2023	1,139.39
							1,139.39
116449	5/10/2023	45773	JUAN POLLO #78	15106	4/20/2023	5/10 MOTHER'S DAY LUNCHE	513.94
							513.94
116450	5/10/2023	48293	KOA CORPORATION	JB92071-33	4/24/2023	PE4/2 AVE 50 IMPROVEMENT	900.00
							900.00
116451	5/10/2023	44047	KONICA MINOLTA BUSINESS	9009262392	4/13/2023	BIZHUB C454E, 1515 6TH ST,	156.98
							156.98
116452	5/10/2023	54911	LA QUINTA POOL & SPA SERV	124635	4/12/2023	APR2023 FOUNTAIN MAINT S	700.00
							700.00
116453	5/10/2023	24250	LEAGUE OF CALIFORNIA CITI	2724	3/31/2023	3/13 RIV CO DIVISION MTG: F	50.00
							50.00
116454	5/10/2023	24600	LOPES HARDWARE	000155	4/18/2023	BRUSHES	23.88
							23.88
116455	5/10/2023	51579	METLIFE- GROUP BENEFITS	May2023	4/16/2023	MAY2023 DENTAL/VISION/LIF	13,133.55
				May2023	4/16/2023	MAY2023 DENTAL/VISION/LIF	544.01
							13,677.56
116456	5/10/2023	47192	O'REILLY AUTO PARTS	2855-146627	4/12/2023	AIR FILTERS	72.75
				2855-146825	4/13/2023	CABIN FILTER	40.06
				2855-146900	4/13/2023	1GAL ANTIFREEZE	117.38
				2855-143448	4/3/2023	BATTERY	216.04
							446.23
116457	5/10/2023	52709	PALM SPRINGS PRIDE	5/11 Spnsr	4/25/2023	5/11 HARVEY MILK DIVERSIT	1,000.00
							1,000.00
116458	5/10/2023	01736	PALM SPRINGS PUMP, INC.	22-4713	4/7/2023	3/29 SVC CALL @ TIERRA DE	206.25
							206.25
116459	5/10/2023	53427	PASTION INDUSTRIES, INC.	040487	3/27/2023	AP-JN2023 FIRE ALARM/RADI	195.00
							195.00
116460	5/10/2023	49989	PAUL ASSOCIATES	86648	4/5/2023	BUSINESS CARDS: D. GRAN	136.93
							136.93



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
116461	5/10/2023	02028	PETE'S ROAD SERVICE, INC.	23-0661197-00	4/1/2023	FLAT REPAIR	37.61	
				23-0661459-00	4/3/2023	FLAT REPAIR	37.61	
				23-0662066-00	4/5/2023	FLAT REPAIR	75.23	
				23-0662356-00	4/6/2023	FLAT REPAIR	37.61	
				23-0663705-00	4/12/2023	FLAT REPAIR	37.61	
				23-0663992-00	4/13/2023	FLAT REPAIR	37.61	
				23-0664673-00	4/18/2023	MOUNT/BALANCE NEW TIRE	1,307.25	1,570.53
116462	5/10/2023	01395	PJ'S DESERT TROPHIES & GII26134	4/18/2023	9X12 PLAQUE W/ KEY & ENG	129.89		
			26147	4/20/2023	2X10" NAME PLATE	18.49	148.38	
116463	5/10/2023	42433	POOL & ELECTRICAL PRODU(0010108169-001	4/5/2023	INTERMATIC 220V TIME CLOC	107.24	107.24	
116464	5/10/2023	42759	PROPER SOLUTIONS, INC.	14546	4/7/2023	WE 4/7: L. ARELLANO	1,304.25	1,304.25
116465	5/10/2023	52344	QUADIENT FINANCE USA, INCCD 4/11/23	4/11/2023	MAR/APR2023 POSTAGE BY F	2,205.96	2,205.96	
116466	5/10/2023	50187	RAFTELIS FINANCIAL	28011	5/1/2023	APR2023 UTILITY OPERATIOI	5,925.00	5,925.00
116467	5/10/2023	44510	RAIMI & ASSOCIATES, INC.	23-5686	4/19/2023	FEB-MAR2023 ZONING CONS	16,052.45	16,052.45
116468	5/10/2023	55126	RAMIREZ, DIANA	Trvl Exp 3/29-31	4/17/2023	TRVL EXP 3/29-31, PLANNING	266.67	266.67
116469	5/10/2023	42443	RDO EQUIPMENT CO.	P8716145	4/18/2023	SOLENOID V	481.07	
				P8724645	4/20/2023	TEMPERATURE SENSOR	45.28	
				P8723245	4/20/2023	THERMOSTAT	30.43	
				P8739145	4/24/2023	FUEL FILTER & KIT	81.49	638.27
116470	5/10/2023	54500	RELIABLE TRANSLATIONS CC24591	4/18/2023	4/18 DOCUMENT TRANSLATI	109.12		
				24599	4/19/2023	4/19 CC MTG SVCS	147.00	
				24600	4/19/2023	4/19 PLANNING COMM MTG S	686.00	
				24655	4/23/2023	4/23 DOCUMENT TRANSLATI	189.12	1,131.24
116471	5/10/2023	48608	REYES COCA-COLA BOTTLIN11006207298	4/12/2023	SOFT DRINKS & TEA	481.52	481.52	
116472	5/10/2023	01571	RIVERSIDE COUNTY FLOOD (FC020004	4/13/2023	FY22/23 COST SHARING- WH	46,552.25	46,552.25	
116473	5/10/2023	44161	ROBERT HALF	61876421	4/18/2023	WE 4/14: L. ALBONICO	677.00	
				61876802	4/18/2023	WE 4/14: S. LOPEZ	1,617.13	
				61893273	4/24/2023	WE 4/21: S. LOPEZ	736.92	
				61909804	4/25/2023	WE 4/21: L. ALBONICO	1,956.53	
				61944370	5/2/2023	WE 4/28: L. ALBONICO	1,787.28	6,774.86
116474	5/10/2023	47658	RUIZVA L. PEST CONTROL	127	2/27/2023	FEB2023 SVCS @ FIRE STATI	75.00	
				128	3/23/2023	MAR2023 SVCS @ FIRE STAT	75.00	150.00
116475	5/10/2023	00382	SAFEGUARD BUSINESS SYST9001161338	4/28/2023	LASER CHECK 1PT PBLUE LI	746.83	746.83	
116476	5/10/2023	46733	SIMPLOT TURF & HORTICULT208141563	1/13/2023	SIMPLOT BACKPACK SPRAYE	108.03	108.03	
116477	5/10/2023	35450	SOCALGAS	1500 6th-MA23	3/28/2023	AC 020 678 1257 4, 2/23-3/24	91.55	91.55

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
116478	5/10/2023	54620	SOUTHWEST PROTECTIVE S	11089	4/3/2023	MAR2023 SECURITY SVCS @	7,812.38
				11090	4/3/2023	MAR2023 PATROL SVCS @ LI	5,342.40
				11091	4/3/2023	MAR2023 PATROL SVCS @ BI	7,360.64
				11092	4/3/2023	MAR2023 SECURITY SVCS @	4,183.20
							24,698.62
116479	5/10/2023	02207	STATE BOARD OF EQUALIZATUT-2021/2022	4/25/2023	2021 USE TAX PENALTY+2022	840.04	840.04
116480	5/10/2023	55140	STATEWIDE EMERGENCY SEI2993	12/30/2022	12/30 EMERGENCY DIESEL S	16,589.66	16,589.66
116481	5/10/2023	52125	TAG/AMS, INC.	2823742	4/22/2023	MAR2023 DRUG TESTING	74.08
116482	5/10/2023	43837	TERRA NOVA PLANNING & RETN022301	4/24/2023	PH I ENVIRONMENTAL SITE A	3,050.00	3,050.00
116483	5/10/2023	37600	THE DESERT SUN PUBLISHIN0005394620	2/28/2023	FEB2023 PUBLISHED ADS	4,466.00	4,466.00
116484	5/10/2023	53897	THE GATE GUY	INV1065	4/3/2023	RPLC'D CHAIN @ CORP YARI	271.81
116485	5/10/2023	51918	THE GREATER COACHELLA V401142	4/16/2023	1/19 FOOD SPNSRSHP FOR S	500.00	
				401134	1/1/2023	APR-JUN2022 QTRLY DISBUF	15,175.00
				401136	1/1/2023	OCT-DEC2022 QTRLY DISBUF	19,000.00
				401137	1/1/2023	JAN-MAR2023 QTRLY DISBUF	19,000.00
				401138	1/1/2023	APR-JUN2023 QTRLY DISBUF	19,000.00
							72,675.00
116486	5/10/2023	54879	THREE PEAKS CORP	2	4/30/2023	PE4/30 BGDMA PARK COURT	331,211.14
116487	5/10/2023	48152	TKE ENGINEERING, INC.	2023-92	4/20/2023	PE1/31 PLNCK, TRACT 38084	2,730.00
				2023-93	4/20/2023	PE1/31 PLNCK, CVUSD-PALM	856.80
				2023-94	4/20/2023	PE1/31 PLNCK, CVHC VILLA V	1,915.20
				2023-95	4/20/2023	PE1/31 PLNCK, PM 37083- PA	210.00
				2023-96	4/20/2023	PE1/31 PLNCK, TRIPOLI APTS	9,812.25
							15,524.25
116488	5/10/2023	38250	TOPS N BARRICADES	1099459	4/5/2023	CARSONITE W/ 1-SIDE CLAS:	792.46
				1099595	4/13/2023	CMS WANCO MINI READER E	17,427.19
							18,219.65
116489	5/10/2023	55139	TORRES COMMERCIAL PLUM1195	3/27/2023	RPR'D MAIN WATER LINE @ I	1,600.00	1,600.00
116490	5/10/2023	39645	VALLEY OFFICE EQUIPMENT, IN2304-1587	4/27/2023	ACC #CO03, 3/23-4/22, 53462	306.41	
				IN2303-1740	3/29/2023	ACC #CO03, 2/23-3/22, 53462	264.05
							570.46
116491	5/10/2023	53173	VERIZON CONNECT NWF, INC(OSV0000030252	4/1/2023	MAR2023 GPS MONITORING	1,068.54	1,068.54
116492	5/10/2023	44775	VISTA PAINT CORPORATION 2023-955221-00	4/13/2023	NITRILE GLOVES, COVER 3/4	392.29	392.29
116493	5/10/2023	54272	WILLDAN	002-28499	4/5/2023	MAR2023- BLDG AND SAFETY	3,812.50
116494	5/10/2023	48971	XPRESS GRAPHICS & PRINTII23-53701	4/21/2023	KEY TO THE CITY PRESENTA	113.25	113.25
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,603,455.47</b>

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106 checks in this report.

Grand Total All Checks: 3,426,344.94

Date: May 10, 2023

  
\_\_\_\_\_  
Interim Finance Director: William B. Pattison

  
\_\_\_\_\_  
City Manager: Gabriel Martin



**STAFF REPORT**  
**5/10/2023**

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

**FROM:** Celina Jimenez, Economic Development Director  
Gabriel Perez, Development Services Director

**SUBJECT:** Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for Cannabis Social Equity Consulting Services in a Not-to-Exceed Amount of \$50,000

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider authorizing the City Manager to execute the attached Letter of Agreement with CannaBiz Consulting Group, in a not-to-exceed amount of \$50,000 for the provision of cannabis technical assistance services.

**BACKGROUND:**

On May 13, 2021 the City Council approved a consulting agreement with CannaBiz Consulting Group for the “2020 Cannabis Consulting Services” in the amount of \$25,000. The major tasks of the Agreement included staff assistance services for the following tasks:

- Creating and processing a merit-based review program for new retail cannabis – round #2 applicants.
- Assist in preparing scoring sheets and finalized scoring criteria and related print material.
- Establish an internet portal for applicants submitting new Applications.
- Establish regular communication with applicants as a City staff liaison.
- Develop clear forms and transparent procedures for applicants, on an Internet portal.
- Maintain all Application records and make them available to the public.
- Incorporate the City’s Cannabis Social Equity policies for applicants.

The consultant’s work was authorized by staff to be augmented in late 2020 to include additional tasks related to the City’s social equity program, applicant verifications, and technical assistance, and there were cannabis appeals meetings held in early 2021 that require extending the term of the Agreement. Accordingly, staff is recommending initiation of a new Agreement with CannaBiz Consulting Group until October 31, 2024.

**DISCUSSION/ANALYSIS:**

Attached to this staff report is a document entitled Letter of Agreement that will include a termination date of October 31, 2024 and include the following tasks:

- *Amend the Social Equity Assessment Report*
- *Improve the Social Equity Program*
- *Conduct Operational Workshops*
- *Provide technical assistance hours to CSEP Licensees*
- *Provide assistance to City Staff*

The CannaBiz Consulting Group Agreement will qualify for grant funding under California Bureau of Cannabis Control (BCC) social equity grant. The city currently has \$50,000 of grant funds that can be used for technical assistance services.

**ALTERNATIVES:**

1. Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for the Provision of Cannabis Social Equity Consulting Services in a not-to-exceed Amount of \$50,000
2. Not Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for the Provision of Cannabis Social Equity Consulting Services in a not-to-exceed Amount of \$50,000

**FISCAL IMPACT:**

The Agreement with CannaBiz Consulting Group will be paid out of existing GO-Biz Cannabis Grant funding. The City was awarded \$50,000 for this provision of service.

**ATTACHMENTS:**

1. Agreement with CannaBiz Consulting Group
2. CannaBiz Consulting Group Proposal
3. Former Agreement with CannaBiz Consulting Group





April 01, 2023

Christopher Martinez  
CannaBiz Consulting Group  
P.O. Box 40  
Indio, CA 92202

**Re: Letter of Agreement for “Cannabis Social Equity Consulting Services”**

Dear Mr. Martinez:

This letter shall be our Agreement regarding consultant services for the City of Coachella’s Cannabis Social Equity Program as described below (“Services”) to be provided by CannaBiz Consulting Group, a California limited liability company (“Contractor”) as an independent contractor to the City of Coachella for the various applications to be received by the City (“Applications”).

The Services to be provided include the following:

1. Analyze Data. Review Coachella census data and Coachella policing agency's cannabis arrest records. Analyze Social Equity programs of cities with similar demographics to identify barriers for social equity applicants and equity policies with proven success.
2. Community Outreach. Conduct workshops to educate, solicit feedback, and inform community residents of current and future social equity opportunities.
3. Generate Report. Generate a report with findings from data and community outreach to amend the existing report. The report will include recommendations on how to incorporate social equity opportunities into the current local cannabis industry and how to improve the existing social equity program.
4. Consult. Allocate 20 hours of compliance consulting to existing social equity license holders. Consulting can be utilized for compliance, improving operational efficiencies, and application renewals.
5. Workshops. Host industry workshops to instruct cannabis operators on how to compliantly manage inventory, generate sales, report waste, and other required procedures.
6. Technical Assistance. Provide ongoing assistance to city staff and CSEP participants. This will help cannabis equity applicants and licensees acquire the knowledge and/or

skills necessary in order to gain entry to, and to successfully operate. One-on-one consulting and training, including direct interactions in group settings, to provide equity applicants and licensees the technical knowledge and expertise necessary to facilitate business ownership and employment in the cannabis industry.

- 7. The above tasks will be billed on a “time and material” basis based on the following rates:

Senior Consultant .....\$200 per hour  
Project Manager .....\$125 per hour  
Project Assistant..... \$75 per hour

Contractor shall perform all Services under this Letter of 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, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$200.00 for Contractor and support staff identified above. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed fifty thousand dollars (\$50,000.00).

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers’ compensation coverage for such employees which meet all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner. Services on the Projects shall begin as of April 01, 2023 and be completed by October 31, 2024 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

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

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF COACHELLA**

**CONTRACTOR**

*Approved by:*

*Reviewed and Accepted by Contractor:*

\_\_\_\_\_  
Gabriel Martin                      Date:  
City Manager

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

*Approved as to form:*

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title



# CITY OF COACHELLA PROPOSAL



CANNABIS SOCIAL  
EQUITY CONSULTING



PREPARED BY:  
CHRISTOPHER MARTINEZ  
SENIOR CONSULTANT  
[CHRISTOPHER@CANNABIZCG.COM](mailto:CHRISTOPHER@CANNABIZCG.COM)  
(760) 899-8025

# Technical Proposal Qualifications

Item 20.

Since 2018, CannaBiz has taken vital roles in representing cannabis clients, establishing compliant and effective operating procedures, and licensing procurement for multiple corporate cannabis facilities in Southern California. Our most recent work consisted of consulting for a retail license recipient in the City of Moreno Valley, where we provided technical assistance to license and open the business compliantly on January 6, 2023. This project and our overall experience in the industry have exposed us to a myriad of demands and responsibilities associated with managing a project from construction buildout to acquiring the necessary licenses to begin operations. We are familiar with a multitude of cannabis application programs including social equity programs throughout the State of California. Our experience has given us the ability to recognize, anticipate, and resolve potential issues to ensure the desired outcome is achieved. The range of our experience in California includes but is not limited to:

- Implementation of social equity policies into cannabis licensing procedures;
- Oversight of cannabis social equity policy and verification processing;
- Oversight of social equity grant disbursement for cannabis businesses;
- Hosting cannabis licensing and application workshops to assist applicants;
- Creating a website to provide cannabis application and social equity information;
- Successful procurement of conditional use permits, regulatory permits, business licenses, and state cannabis operating licenses in several jurisdictions;
- Writing and implementing standard operating procedures in compliance with local and state regulations;
- Writing and implementing security procedures in compliance with local and state regulations;
- Writing and implementing track and trace procedures and waste management procedures;
- Establishing compliant packaging, labeling, and marketing procedures;
- Establishing procedures to meet strict and extensive audit and record-keeping requirements;
- Compliance oversight of cultivation, manufacturing, and distribution facilities; and
- Applying and obtaining state cannabis licenses.



# Work Plan Overview

Item 20.

**Situation Analysis:** The City of Coachella has permitted licensed cannabis operations under Proposition 215 state regulations and was the first city in the Coachella Valley to pursue policies to allow cannabis operations within the City legally. On January 1, 2018, Medical and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) became the new cannabis law of California. Unfortunately, individuals who were disproportionately affected by the previous cannabis regulations have encountered numerous barriers of entry in their pursuit of a cannabis license under the new regulations. In the cannabis arrest report prepared by the Marijuana Arrest Research Projects and presented to the Drug Policy Alliance and the California NAACP, African Americans were arrested for cannabis offenses up to 12 times the rate of White Americans between 2008 and 2010. These types of disparities can be seen across the state to this day and are also experienced by Latinos. The disproportionate arresting of minorities by the previous marijuana laws has made it more difficult for minorities to participate in the current cannabis market. This is why the State of California has created a social equity program. Coachella has implemented a Social Equity program in an attempt to lower this barrier and has an opportunity to improve the program. Since the creation of the program, the City has licensed three social equity retailers with two currently operating. Christopher Martinez will utilize his professional experience of reviewing California Social Equity programs of various jurisdictions for Coachella and will implement his personal experience of being a social equity applicant of Los Angeles to better understand how to best engage and serve the community to improve the existing program. In order to reach our goal of lowering the barrier of entry into the cannabis industry and providing opportunities for success, we must execute on the following items:

## Goals

- Engage community and industry input to understand current needs
- Identify disparities in cannabis-related arrests through police data
- Identify disproportionately disadvantaged communities through census data
- Identify cannabis arrest hotspots with police data
- Identify potentially eligible communities with the findings of the data review
- Improve the CSEP to better serve social equity applicants

## Challenges

- Amending the existing CSEP analysis to be used for future SEED Grants
- Soliciting community engagement
- Soliciting industry feedback
- Retrieving Data related to cannabis arrests is limited
- Some residents may not welcome additional cannabis businesses
- Providing resources for existing social equity applicants
- Incorporating a viable equity program into the established local cannabis industry

# Work Deliverables and Tactics

Item 20.

## Deliverables

- **Analyze Data:** Review Coachella census data and Coachella policing agency's cannabis arrest records. Analyze Social Equity programs of cities with similar demographics to identify barriers for social equity applicants and equity policies with proven success.
- **Community Outreach:** Conduct workshops to educate, solicit feedback, and inform community residents of current and future social equity opportunities.
- **Generate Report:** Generate a report with findings from data and community outreach to amend the existing report. The report will include recommendations on how to incorporate social equity opportunities into the current local cannabis industry and how to improve the existing social equity program.
- **Consult:** Allocate 20 hours of compliance consulting to existing social equity license holders. Consulting can be utilized for compliance, improving operational efficiencies, and application renewals.
- **Workshop:** Host industry workshops to instruct cannabis operators on how to compliantly manage inventory, generate sales, report waste, and other required procedures.
- **Technical Assistance:** Provide ongoing assistance to city staff and CSEP participants. This will help cannabis equity applicants and licensees acquire the knowledge and/or skills necessary in order to gain entry to, and to successfully operate. One-on-one consulting and training, including direct interactions in group settings, to provide equity applicants and licensees the technical knowledge and expertise necessary to facilitate business ownership and employment in the cannabis industry.

## Tactics:

- Utilize census data to identify regions with high poverty and minority populations
- Analyze police cannabis arrest data to identify regions with higher arrest rates
- Utilize data findings to produce color-coded maps of Coachella showing income demographics and arrest rates
- Utilize the City's listserv to conduct industry outreach with a Q & A document
- Hold a community workshop for community input
- Provide digital outreach in English and Spanish
- Provide an email account or website for Coachella residents to leave feedback
- Review city cannabis license data to identify current and past cannabis ownership demographics to understand current trends
- Use data findings to identify additional eligibility criteria
- Analyze social equity programs of other cities with similar demographics to identify policies that fit Coachella



# Work Plan Continued

## Target Audiences:

- City Residents
- Community Leaders
- Current License Holders
- City Officials

## Communications:

- **Schedule Progress meetings:** We will schedule meetings with city staff to provide updates and maintain deadlines. Up to a total of four meetings with city staff will be held.
- **Email Account:** An email account will be set up for questions and community responses that will forward to each team member's email.
- **Phone Line:** A phone line will be set up for direct communication with city staff and community members

## Final Results:

In order to ensure the quality of the social equity program, we will utilize the work plan to get an accurate pulse of the community's needs and improve the CSEP:

- Amend the Social Equity Assessment Report
- Improve the Social Equity Program
- Conduct Operational Workshops
- Provide technical assistance hours to CSEP Licensees
- Provide assistance to City Staff

The Project Manager will meet with his team members with all data and information gathered from the above strategies to begin drafting the assessment study and CSEP amendments. Our team will go through a three-stage draft. The initial draft will be produced by the project manager, and second by the project assistant. Close after, we will schedule a status meeting with city staff and request final input. Once the final input is received from city staff, the CannaBiz project team will meet to finalize the assessment amendments for approval.



# Fees and Referrals

Item 20.

**Proposed Fees:** CannaBiz will not exceed the 10% allotted by the state's Cannabis Equity Grant Program which equates to \$50,000.00.

## **Social Equity Consulting:**

Hourly Rates:

Senior Consultant

\$200.00

Project Manager

\$125.00

Project Assistant

\$75.00

## **Referrals:**

Kevin Flores, Owner  
Its420Time  
kevin@the420time.com

Nicolas Meza, Owner  
Coachella Smoke Dispensary  
csoachella@yahoo.com

Charles Pfeifer, CEO  
CEO of We Care Cat City (Cannabis Manufacturing)  
charles@guidegroups.com

*\*Phone numbers can be provided upon request*

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# CITY OF COACHELLA CANNABIS EQUITY CONSULTING

"OUR PROPOSED SERVICES ARE INTENDED TO GIVE COACHELLA THE TOOLS NEEDED TO CREATE A SOCIAL EQUITY PROGRAM THAT BRINGS DOWN THE LICENSING BARRIERS ENCOUNTERED BY THOSE ADVERSELY AFFECTED BY CANNABIS PROHIBITION"

We greatly appreciate the opportunity to provide this proposal to the City of Coachella and look forward to your consideration.

Kindest Regards,

Christopher Martinez  
Senior Consultant  
CannaBiz Consulting Group



May 14, 2020

Christopher Martinez  
 CannaBiz Consulting Group  
 P O Box 40  
 Indio CA 92202

**Re: Letter of Agreement for “2020 Cannabis Consulting Services”**

Dear Mr. Martinez:

This letter shall be our Agreement regarding consultant services for the City of Coachella’s cannabis retail round #2 applications review and appeals programming as described below (“Services”) to be provided by CannaBiz Consulting Group, a California limited liability company (“Contractor”) as an independent contractor to the City of Coachella for the various applications to be received by the City (“Applications”).

The Services to be provided include the following:

1. Assist City of Coachella staff with professional consultant tasks as assigned by the City Manager or designee including, but not limited to, the following:
  - a. Assist with creating and processing a merit-based review program for new Applications.
  - b. Assist in preparing scoring sheets and finalized scoring criteria and related print material
  - c. Establish an internet portal for applicants submitting new Applications.
  - d. Establish regular communication with applicants as a City staff liaison.
  - e. Develop clear forms and transparent procedures for applicants, on an Internet portal.
  - f. Maintain all Application records and make them available to the public.
  - g. Incorporate the City’s Cannabis Social Equity policies for applicants.
2. Assist staff with “Completeness Reviews”. Contractor shall organize all electronic and hard-copy files for Conditional Use Permits, Cannabis Regulatory Permits, architectural drawings, and related submittal requirements for the Round #2 Retail Cannabis Applications. This task includes coordinating the “completeness review” and sending out “incompleteness letters” as needed based on the City’s Prioritization/Selection Criteria. Contractor shall attend one staff meeting and communicate with each individual applicant, as directed by the City Manager and designee.
3. Coordination of Cannabis Review Committee duties. Contractor shall organize all hard copies and electronic copies of material needed for adequate review by the Committee, facilitate the review and ranking process with the Review Committee members as needed, conduct site visits , and otherwise engaging in detailed discussions about each project.



- 4. Coordination of scoring sheets. Contractor shall provide guidance to the Review Committee members as a staff liaison without influencing their independent judgment, on scores for each application, and presenting the final scoring sheets and backup material to the Director of Development Services.
- 5. Participation in Appeals Hearings. To the extent needed, Contractor shall attend the Appeal Hearings as expert witness outlining how the Review Committee arrived at the individual scores for appellants applications.
- 6. The above tasks will be billed on a “time and material” basis based on the following rates:

Senior Consultant .....\$200 per hour  
 Project Manager .....\$125 per hour  
 Project Assistant..... \$75 per hour

Contractor shall perform all Services under this Letter of 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, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$200.00 for Contractor and support staff identified above. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed twenty five thousand dollars (\$25,000.00).

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers’ compensation coverage for such employees which meet all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner. Services on the Projects shall begin as of May 14, 2020 and be completed by December 30, 2020 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or

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

Unless otherwise approved by the parties in writing, allowable expenses for the Contractor shall be limited to reimbursement of mileage at \$.55 per mile for meetings or site visits as requested by the City. The Contractor's hourly rate may be charged at a maximum of 50% during any travel time associated with tasks regarding applications / projects.

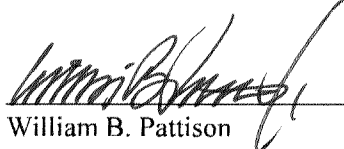
If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

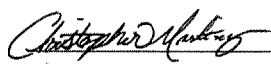
**CITY OF COACHELLA**

**CONTRACTOR**


*Approved by:*

*Reviewed and Accepted by Contractor:*

  
\_\_\_\_\_  
William B. Pattison      Date:  
City Manager

  
\_\_\_\_\_  
Signature      Date:

*Approved as to form:*

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

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Approve cooperative agreement for El Grito Event between: the City of Coachella, Telemundo and Mexican Consulate in San Bernardino and approve operation of a beer garden at Rancho Las Flores Park for the 2023 El Grito Event.

**STAFF RECOMMENDATION:**

Approve cooperative agreement for El Grito Event between: the City of Coachella, Telemundo and Mexican Consulate in San Bernardino and approve operation of a beer garden at Rancho Las Flores Park for the 2023 El Grito Event.

**EXECUTIVE SUMMARY:**

The El Grito event is an annual City event delivered in partnership with the following agencies: Telemundo, and the Mexican Consulate in San Bernardino (Consulate). After meeting with the event partners, staff is recommending the 2023 event date be Saturday, September 16<sup>th</sup> from 3pm -10/11pm at Rancho Las Flores Park. This event draws 15,000-20,000 attendees; this is the largest of the city's annual events.

The cooperative agreement identifies the responsibilities of each party. The City provides the venue, coordinates and secures food vendors, informational booths, will publish and award RFP for beer garden operator to a Coachella licensed business, provides/develops all event passes, manages parking, provides security officers, provides all utilities, develops VIP area and provides VIP food, and pays for the stage costs. Telemundo secures all live entertainment, solicits all sponsorships, manages the stage day of event, provides a DJ for event, and pays for all advertisement of event; the contribution by Telemundo is estimated at \$100,000. The Consulado coordinates and performs the "El Grito" ceremony for the event.

Staff is recommending approval of this cooperative agreement and authorizing operation of a beer garden at Rancho Las Flores Park for the 2023 "El Grito" event at Rancho Las Flores Park on September 16, 2023 from 3pm to 11pm.

**FISCAL IMPACT:**

This event has been included in the budget submittals for FY 2023/24; the city's contribution for this event is estimated at \$120,000.

Attachment: Cooperative Agreement

## AGREEMENT

This Agreement (“Agreement”) is made as of May 10, 2023 by and between Gulf-California Broadcast Company for KUNA Telemundo 15 and La Poderosa 96.7 (“KUNA-TV-FM”), the City of Coachella (“City”) and the Mexican Consulate (“Consulate”) in reference to the following facts.

### RECITALS

- A. KUNA-TV-FM is in the business of advertising and promoting special events and festivals;
- B. The City has approached KUNA-TV-FM to partner in delivering Fiestas Patrias (“Event”) which in 2023 would be held on September 16, 2023 at Rancho Las Flores Park, in the City of Coachella, from 3pm to 10pm;
- C. The City’s goal for the Event is to promote and enhance the good will and reputation of the City of Coachella, attract visitors to the City and to provide positive cultural education and experience for the residents and visitors to the City; and
- D. Therefore, the parties have agreed to collaborate with one another in connection with the development, production and promotion of the Event.

WHEREFORE, the parties agree as follows.

### AGREEMENT

1. **Collaboration.** The parties hereby agree to collaborate for the purpose of presenting the Event. The Event will be held on September 16, 2023. The target attendance is 15,000-20,000 participants, exclusive of event staff, vendors and performers.
2. **Contributions By KUNA-TV-FM.** KUNA Telemundo 15 and La Poderosa 96.7 will be responsible for performing and sponsoring payment of the following:
  - a. Arranging for marketing and promotion of the Event:
    - i. Five week on-air promotion (August 13, 2023 – September 18, 2023)
      1. KUNA Telemundo 15
        - a. 150x – KUNA Telemundo, 30 second shared promos
        - b. Minimum of 10x – On-Air mentions during the KUNA Noticias newscast at 6pm and 11pm the week leading to the event
        - c. On air interviews with the City, Consulate or any talent available the week of the event.
        - d. 35x - Proof of Performance post event spots to air the week after the event
      2. La Poderosa 96.7
        - a. 150x – KUNA-FM, 60 second shared promos
        - b. 90x – 30 second event promos
        - c. 375x – Live DJ On-Air Event Mentions
        - d. Minimum of 1,200 Artist/Event Headliners promoting the event
        - e. On air Interviews during the morning show with the City, Consulate or any talent available the week of the event.

- f. 35x – Proof of Performance post event spots to air the week after the event
  3. Social media and kunamundo.com
    - a. Frequent KUNA Noticias Telemundo 15 and La Poderosa 96.7 Facebook posts and KUNA Telemundo Instagram,
    - b. Rotating Leaderboard and rectangle web banners on kunamundo.com
    - c. 150x – 60 second shared promos on streaming radio
    - d. Banner ad on streaming radio
  - ii. Provided for at Event site and on Event date:
    1. KUNA Telemundo and La Poderosa 96.7 hourly Facebook posts and KUNA Telemundo Instagram coverage;
    2. News coverage on KUNA Telemundo of event on air at 6pm and 11pm the following Monday on September 18<sup>th</sup>;
    3. One (1), two(2) hour live remote on location from 1pm-3pm;
    4. Eight (8) – live onsite mentions on day of event by remote staff;
    5. Event Emcees for entire event 3pm-10pm (KUNA Telemundo and La Poderosa 96.7 On-Air Talent).
  - iii. Total media value of promotional support \$80,000.00
  - iv. Live Entertainment
    1. DJ to play in between sets on Event main stage 3pm-10pm
    2. Book headliners for the Event commencing at 3pm on Event main stage;
      - a. Headliners will include at least three bands performing for forty-five (45) minutes each;
      - b. Confirm and provide all headliner requested amenities and Green Room(s);
      - c. Confirm a local talent band performing for forty-five (45) minutes;
      - d. Provide Total entertainment value of booking headliners should equal not less than \$20,000-\$30,000;
      - e. Develop sponsorship packages;
      - f. Locating and engaging sponsors for the Event;
      - g. Locating and engaging a stage sponsor for the Event.
3. **Contributions By City.** The City will be responsible for performing and paying for the following:
  - a. Interfacing with all appropriate governmental agencies and facilitating, to the extent reasonably possible, required for the Event to be held lawfully (Fire Department, ABC License and Health Department Permit) and approvals which are required for the Event to be held lawfully as it pertains to beer and food sales;
  - b. Provide youth activities and kid zone rentals;
  - c. Selecting and providing in-kind services for the following needs: parking attendants, sanitation, solid waste, and first aid;
  - d. Provide Utilities (water, power, greywater) as needed for Event;

- e. Furnish all public safety, traffic control services needed for Event;
  - f. Arrange for all components of Event parking;
  - g. Furnish rentals for Food Vendor Booths and VIP Area;
  - h. Provide food and beverages for VIP area;
  - i. Manage and secure all food vendor booth entries
  - j. Provide for stage and sound costs after sponsorship contributions are applied to the aggregate stage and sound expenses.
  - k. Selecting and contracting for security personnel for Event Beer Garden, Event Venue – personnel minimum 14;
  - l. Selecting and contracting for beer garden supplies and sales;
  - m. VIP/Vendor event passes and VIP/Vendor/Artist parking passes
4. **Contributions by the Mexican Consulate San Bernardino Office.** The Consulate will be responsible for the following:
- a. Perform “El Grito” Ceremony on September 16, 2023;
  - b. Arrange performance of Mexican Anthem.
5. **Event Location.** The location of the Event will be the Rancho Las Flores Park, in the City of Coachella, commencing at 3pm and ending at 10pm.
6. **Default.** In the event that one party believes the other party is in breach of this Agreement, written notice thereof will be delivered to that party who will have 30 days within which to cure the default. If the default is not cured in a timely manner, the party who served the notice may terminate the Agreement and recover any damages incurred; provided, however, no Event may be cancelled within three (3) months of the date of the Event for any reason.
7. **Indemnity.** The City will indemnify, defend and hold harmless the Telemundo, Consulate and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney’s fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, the City. Telemundo will indemnify, defend and hold harmless the City, Consulate and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney’s fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, Telemundo. The Consulate will indemnify, defend and hold harmless Telemundo, and City and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney’s fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, the Consulate.
8. **Sole Responsibility.** Each Party acknowledges that it is solely responsible for any obligations it assumes or debts it incurs to third parties in the performance of the Agreement. Each Party will include in any agreements it enters into with third parties with respect to this Event that the Party is solely responsible for any failure to perform.
9. **California Law.** This Agreement shall be enforced and interpreted in accordance with the laws of the State of California.
10. **Arbitration of Disputes.** All disputes arising under or related to this Agreement will be decided by binding arbitration to take place in San Bernardino County before a mutually agreeable retired judge whose decision will be final and binding. The initial expense of the arbitration will

be split evenly but will be a recoverable cost to the prevailing party. The prevailing party in any such arbitration, or in any court action between the parties, shall be entitled to recover his, her, or its reasonable attorneys' fees and costs.

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

If to City:           City of Coachella  
                               Attention: City Manager  
                               53-990 Enterprise Way  
                               Coachella, CA 92236

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

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

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

[Signatures on following page]



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

**City of Coachella**

By: \_\_\_\_\_  
Gabriel D. Martin Ph.D, City Manager

Approved as to Form:

By: \_\_\_\_\_  
Best Best & Krieger LLP, City Attorney

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

By: \_\_\_\_\_  
Celeste Gonzalez, General Sales Manager-KUNA

**Mexican Consulate, San Bernardino**

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



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Professional Service Agreement with California Waters Development, Inc. to provide Design/Build Construction Services in an amount not to exceed \$46,000 for the design phase and authorize appropriation of \$46,000 from General Fund for the Veteran's Park Splash Pad Project, City Project P-26.

**STAFF RECOMMENDATION:**

- Authorize City Manager to execute a Professional Service Agreement with California Waters Development, Inc. to provide Design/Build Construction Services in an amount not to exceed \$46,000 for the design phase;
- Authorize appropriations from General Fund in an amount of \$46,000 for the Veteran's Park Splash Pad Project, City Project P-26.

**BACKGROUND:**

The Veteran's Park Splash Pad Project proposes to reconstruct an existing 2,000 SF landscaped area to a splash pad with a patriotic theme at Veteran's Park. Ultimately, the project will include a splash pad with up to 15 in ground water jets, plumbing and electrical for splash pad, in ground lighting, concrete topcoat urethane cement sealer for use in water feature. Additionally, the project proposes to include up to two shade structures, benches and replacement/relocation of existing plaques.

**DISCUSSION/ANALYSIS:**

In 2022 City Staff engaged KDI to engage with citizens of Coachella and discuss future amenities at existing and proposed parks. A total of five events were attended by KDI at City hosted events. During the events Coachella residents were asked about the need for a splash pad at Veteran's park. Seventy Six percent (76%) of respondents agreed or strongly agreed that a splash pad at Veterans Park was needed, while only 12% of respondents strongly disagreed. Based on this overwhelming community support, City staff sought proposals from qualified Design Build firms to evaluate the design and construction costs of a Veteran's Park splash pad.

In February 2023, the City posted a request for proposals from qualified professional Design/Build Contractors. On March 14, 2023, proposals were received from two contractors. Staff reviewed the proposals and evaluated based on experience, schedule and familiarity with the area and

project. As a result, California Waters Development, Inc. was selected as the top firm for this project. California Waters was selected based on an evaluation of all proposals and received the highest score due to their related experience, project organization, and detailed work plan. California Waters has a qualified team for both design and construction to deliver a seamless project quickly.

The Design/Build contract will be split between two phases. The first phase, will incorporate the conceptual and final design processes and will be an interactive process that includes input from staff, City council and the Parks and Recreation Commission. This portion of the project will include producing construction ready plans and specifications as well as full construction cost estimates. This action will approve the design portion of this project, once final plans and construction costs are determined, a separate action will be presented to City Council for consideration of phase II build options.

The second phase of the project will be the build phase. City Staff proposes to seek grant funding opportunities for the build phase of the project. However, to maximize grant funding opportunities and improve the potential for successful grant procurement, it is recommended that phase 1 be completed now. Establishing a shovel ready project that has completed the design phase and interactive community outreach phases will improve the City's grant funding opportunities for successful completion of the project.

**FISCAL IMPACT:**

With this action, City Council will be approving appropriation and transfer of \$46,000 from General Fund to CIP Fund 182 for the design phase of the project only. City Staff will seek various grant opportunities for the construction phase of the project.

**ATTACHMENTS:**

1. Proposal Rating Summary Table
2. Professional Service Agreement – California Waters Development, Inc.

## CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and California Waters Development, Inc., a CORPORATION with its principal place of business at 23311 E. La Palma Avenue, Yorba Linda, CA 92887 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2. RECITALS.

#### 2.1 Consultant.

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

#### Project.

#### 2.2

City desires to engage Consultant to render such services for the DESIGN / BUILD CONSTRUCTION SERVICES FOR THE VETERAN’S PARK SPLASH PAD 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 design/build consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from March 22, 2023 to March 22, 2024, 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: **Mark Pitman, California Waters Development, Inc. - President**.

3.2.5 City’s Representative. The City hereby designates **Andrew Simmons, P.E. City Engineer**, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this 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 **Mark Pitman, President**, 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 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 \_\_\_\_\_ 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 lifesaving 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

**Forty-Six Thousand Dollars (\$46,000.00)** 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” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

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

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

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

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

**Consultant:**

California Waters Development Inc.  
23311 E. La Palma Avenue  
Yorba Linda, CA 92887  
Attn: Mark Pitman, President

**City:**

City of Coachella  
53900 Enterprise Way  
Coachella, CA 92236  
Attn: Andrew Simmons, 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 workdays. 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**

**CALIFORNIA WATERS DEVELOPMENT, INC.**

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

Gabriel Martin  
City Manager

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

Mark Pitman  
President

APPROVED AS TO FORM:

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

Carlos Campos  
City Attorney

Attest:

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

Angela Zepeda  
Deputy City Clerk

**EXHIBIT "A"**

**SCOPE OF SERVICES**



## 4 | Proposal and Schedule

### Design Scope | Phase 1: Design, Preparation of Construction Documents and Permitting

Objective: Provide Design Services for the construction of one (1) appx. 2,000 square foot splash pad based on the Request for Proposals (RFP) for the Veteran's Park Splash Pad project issues by the City of Coachella. Consultant agrees to perform the following services:

#### Task 01: Site Survey

Consultant will visit the project site along with a licensed surveyor to survey the site to verify dimensions, elevations, verify utility locations and identify any issues that will need to be addressed prior to submitting plans to Riverside County's Department of Environmental Health and the City of Coachella for plan check approval.

*Site Survey Deliverables:*

Consultant shall provide client for review and approval: One (1) site survey report and one (1) topo survey map.

#### Task 02: Demo Plan

Consultant to coordinate with the Owner and other project team members to create a demo plan detailing all existing items to be removed and other items to be protected in place from the project site.

*Demo Design Deliverables:*

Consultant shall provide client for review and approval: One (1) demo set of drawings.

#### Task 03: Schematic Design

- A. Consultant shall coordinate with Owner and other project team consultants to determine site requirements and constraints regarding the splash pad layout, equipment location and access, surge tank location and access, piping corridor between the splash pad, surge tank and equipment room, mechanical, electrical, chemical equipment locations and other pertinent design elements that pertain to the splash pad.
- B. Consultant shall identify existing domestic water supply points and utility connection sizes for the splash pad and coordinate the use of the existing water supply points with the project team.
- C. Consultant shall coordinate the location and sizing for the filter backwash (equipment room), surge tank overflow sewer requirements including all points of connection to the sanitary sewer system for the splash pad.
- D. Consultant shall coordinate the storm drain location and sizing including points of connection to the splash pad main drain/rain diverter.

*Schematic Design Deliverables:*

Consultant shall provide client for review and approval: One (1) schematic design set of drawings.

#### Task 04: Design Development

- A. Consultant shall prepare preliminary sizing for all splash pad equipment based upon the hydraulic requirements, drainage requirements, standard filtration turnover, jet effect flow rate requirements, UV flow requirements, circulation system requirements, surge tank requirements, including sizing of the equipment room and preliminary equipment layout.
- B. Consultant shall develop the splash pad circulation and effects pump systems and piping layout to include pump sizing, drainage piping from the splash pad to the surge tank, all pipe runs will include the preliminary pipe routing.





- C. Consultant shall prepare data table listing area, with square footage, volume, filter turnover rate, and UV turnover rate calculations for the splash pad.
- D. Consultant to provide drawings and specifications indicating all splash pad water play elements, surge tank, main drain/rain diverter and mechanical equipment required to operate the splash pad.
- E. Consultant shall prepare equipment vault layout and provide space requirements addressing the effects/circulation pumps, filter, UV and chemical equipment to operate the splash pad.
- F. Phone conferences via GoToMeeting will be held as required to go over the progress of the plan set and discuss specifics about the project.

***Design Development Deliverables:***

*Consultant shall provide client for review and approval: One (1) set of design development drawings.*

### **Task 05: Electrical Design**

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- A. Consultant shall provide electrical coordination for all the electrical equipment associated with the splash pad. Consultant shall coordinate electrical MCC panel design and coordinate splash pad electrical requirements with site Electrician.
- B. Design of system shall include electrical engineering design for the splash pad equipment, controls, and automation. Electrical plans to include single line diagram, load calculations, panel schedule, electrical site plan, and equipment and field wiring diagram.
- C. Electrical plans shall be signed, stamped and sealed by a California licensed Electrical Engineer.
- D. Electrical design does not include equipment or controls not specified by Consultant.

***Electrical Design Deliverables:***

*Consultant shall provide client for review and approval: one (1) set of electrical construction documents.*

### **Task 06: Structural Design**

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- A. Consultant shall size the splash pad concrete deck, surge tank and equipment vault below grade structures, toy footings and housekeeping pads.
- B. Consultant shall size and space rebar required to build the splash pad concrete deck, surge tank and equipment vault below grade structures, toy footings and housekeeping pads.
- C. Consultant shall specify concrete/shotcrete mix design used to construct the splash pad concrete deck, surge tank and equipment vault below grade structures, toy footings, and housekeeping pads.
- D. Structural plans shall be signed, stamped and sealed by a California licensed Structural Engineer.
- E. Structural design does not include or other structural appurtenances.

***Structural Design Deliverables:***

*Consultant shall provide client for review and approval: One (1) set of structural construction documents.*

### **Task 07: Construction Documentation**

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- A. Based upon completion and approval of the Design Development phase, the Consultant shall prepare final construction plans and details.





- B. Consultant shall prepare plans at an appropriate scale on 24" x 36" sheet, using AutoCAD MEP version 2022. All AutoCAD base files prepared by other parties to be provided.
- C. Plans will include the preparation of a title and notes sheet, plan sheets and detail sheets. The plan and detail sheets will include the following design elements:
  1. Plan view of the equipment room and all equipment, piping layouts, fill source connections, overflow/drain/backwash connections, applicable easements, right of way, and PUE's.
  2. Plan view of the surge tank and all surge tank components, pipe penetrations, and access hatch detail.
  3. Isometric (three dimensional) layout of the equipment room.
  4. Equipment room details shall include:
    - i. Plan and elevation views.
    - ii. All equipment including specification and locations of pumps, filters, UV, disinfection equipment control panels, ventilation, sump pumps (if applicable), and valves and fittings required for construction
  5. Architectural detail coordination shall include:
    - i. Coordination of all cross sections and elevation details needed for construction.
    - ii. Specification of all pipe sizes, pipe penetrations, intakes, discharges, drains and overflows.
  6. Hydraulic calculations shall include:
    - i. Suction and discharge pipe sizing.
    - ii. Drainage pipe sizing.
    - iii. Filtration sizing.
    - iv. Disinfection design and phasing.
  7. Standard detail coordination shall include:
    - i. Pipe penetration details, grading details, level control details, and other miscellaneous details needed for construction.

**Construction Documentation Deliverables:**

Consultant shall provide client for review and approval: One (1) set of final construction documents.

## Task 08: Agency Approvals

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Consultant shall work with Riverside County's Environmental Health Department and the city of Coachella's Building Department to ensure splash pad plans are approved for construction. Consultant will meet with plan checker as needed to have splash pad construction plans approved.

## Phase I: Assumptions & Clarifications

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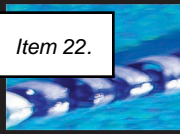
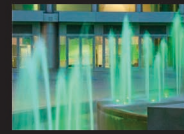
1. All drawings and documents will be submitted electronically.
2. Drawings will be created using AutoCAD 2022 software.
3. The existing domestic water supply, electric power, equipment room air ventilation, storm drain and sewer utilities to be located at the project site.

## Phase I: Exclusions

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1. It is agreed that changes in the Scope of Work requested by Client or by reason of revisions or changes in any applicable law, regulation, policy, standard or personnel of any governmental agency, district or utility company having jurisdiction over all or any part of the project after the date this Agreement shall constitute Extra Work, and Consultant shall be compensated for said Extra Work as agreed between Consultant and Client or on a time-and-materials basis pursuant to Consultant's then effective rate schedule. Client also understands and agrees that the costs of Consultants services are subject to change due to conditions encountered during the course of furnishing services, including but not limited to changes in the





- Scope of Work, delays, unanticipated or additional requirements imposed by government agencies, districts, utility companies, or other persons, acts of God, or actions of other parties.
2. No environmental documentation or support, including no environmental permitting.
  3. Existing utility information mapping is not included and will be provided by Client.
  4. Client agrees to pay the costs of zoning, annexation and other applicable fees, assessment fees, and all other professional service fees, title company charges, and all other charges and expenses necessary for the performance relating to the Scope of Work.
  5. The existence, location, type and size of any underground utilities, improvements and/or obstacles **WILL NOT** be determined by Consultant. Consultant makes no promise, representation, or warranty, expressed or implied, as to the existence, location, type or size of any underground utility, improvement or obstacle. Client agrees to include as a condition of any construction contract relating to the project the requirement that the contractor verify the existence, location, type and size of any underground utilities, improvements or obstacles, whether shown on any construction plan or not, and if such requirement is not included in such construction contract, or if the contractor fails to verify the existence, location, type and size of any underground utilities, improvements or obstacles, Consultant shall not be liable for any delays, expenses or liability suffered by Client and Client agrees to defend and indemnify Consultant against any loss, damage, liability and costs, including attorneys' fees suffered or claimed by any other person by reason of the existence of any underground utility, improvement or obstacle, and any additional cost incurred by Consultant shall be deemed extra work for which Consultant will be paid on a time- and-materials basis pursuant to consultant then effective rate schedule.
  6. Specifications in CSI format.
  7. Structural engineering services not specified in this proposal.
  8. Design of natural gas supply to include gas pressure regulator sizing for a heater.
  9. Design of chiller system.
  10. BIM plan generation.
  11. Design in REVIT format.
  12. This proposal assumes there is no asbestos and has not included any design work to remediate any asbestos.
  13. Geotechnical design services of any kind.
  14. SWPPP Plan.
  15. Site lighting design work.
  16. Landscape design work other than detailing areas of where new sod is to be installed.





**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

March 22, 2023 - March 22, 2024

**EXHIBIT "C"**

**COMPENSATION**

Not to exceed \$46,000.



### RFP Design/Build Services - Veteran's Park Splash Pad for Project P-26

<b>Company Name</b>	<b>Address</b>	<b>Office Number</b>	<b>Total Score</b>
Hydrology Group Inc.	17 Spectrum Pointe Drive, #509 Lake Forest, CA 92630	951-348-1856	82
California Waters Development Inc.	23311 E. La Palma Avenue Yorba Linda, CA 92887	949-528-0900	94.7



**STAFF REPORT**  
**5/10/2023**

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

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

**SUBJECT:** Recommend approval of Memorandum of Understanding between for Library Operations at the Coachella Library between the City of Coachella and County of Riverside.

**STAFF RECOMMENDATION:**

Recommend approval of Memorandum of Understanding between for Library Operations at the Coachella Library between the City of Coachella and County of Riverside.

**BACKGROUND:**

On June 27, 2018, City Council approved a Memorandum of Understanding (MOU) between the County of Riverside and City of Coachella for library services at the new Coachella Library. The MOU was approved and executed by the County on September 25, 2018. The MOU identifies that the County will operate the Coachella Library for forty (40) hours each week at no cost to the City. Additionally, the MOU identifies that the City provides for all utility expenses and building maintenance needs for the facility (the only exception is internet services which is provided by County to library designated area).

The County appropriated funds to provide for furnishing the inside of the new Coachella Library; not including the Library Conference Rooms. The First Amendment (Amendment) to the MOU allowed for the City to be reimbursed by the County for the costs expensed by the City to purchase the furniture that is inside the library space operated by the County. The term of the current MOU ends on June 30, 2023.

**DISCUSSION/ANALYSIS:**

On October 19, 2022, the City of Coachella was notified it was awarded a grant for \$4,568,807 from the California State Library Building Forward Grant Program (CSLBFGP) to renovate and upgrade its Library Annex building. To secure the awarded funds the CSLBFGP has requested the City enter into a new MOU with the County to include the Library Annex. The award of the identified funding is contingent upon the City affirming that the Library Annex, once improved using the awarded funds, will be operated as a library facility to include circulation and library programming.

The County operates the Coachella Library through a contract they hold with LS&S and through this contract are available to provide services to the future Library Annex. The City received a proposal from LS&S to provide auxiliary library services at the Library Annex facility (attached).

The services that would be provided would be refined through outreach that would occur during the Library Annex Project's design phase. The Library Annex provides an opportunity to provide more programming (such as makers space – creative hands-on STEM programs) and an expanded circulation that was not included in the final design of the Coachella Library due to fiscal constraints. The one-time start-up cost is estimated at between \$70,000-\$89,000. The operational costs are based on weekly operating hours. The LS&S proposal identified three options: 16 hours a week, 20 hours a week or 25 hours a week; corresponding costs ranging from \$173,000 to \$241,500 (as shown below).

<b>ANNUAL COSTS</b>	<i>Option A (16 hours)</i>	<i>Option B (20 hours)</i>	<i>Option C (25 hours)</i>
<i>Library Operations (Public Services, IT)</i>	\$149,700	\$175,000	\$213,000
<i>Programs, Services, Instruction &amp; Events</i>	\$8,300	\$8,300	\$8,500
<i>Supplies and Equipment</i>	\$5,000	\$5,000	\$5,000
<i>Library Collection &amp; Materials</i>	\$10,000	\$11,700	\$15,000
<b>TOTAL</b>	<b>\$173,000</b>	<b>\$200,000</b>	<b>\$241,500</b>

The current MOU with the County will expire on June 30, 2023. A new MOU is required for continued library services. The new proposed MOU has the following changes from the current MOU/Amendment No. 1:

- Term is amended to extend through June 30, 2028;
- Includes the Coachella Library and Library Annex. The Library Annex service level in the attached new draft MOU is the 20 hour option noted above.
- Identifies that the Coachella Library and Library Annex facilities will solely be used for the purpose of library services, operations and programming provided by LS&S and approved by the City. All existing and future library space uses by an outside organization would require City Council approval; excluding the study rooms and meeting rooms.

**ALTERNATIVES:**

1. Approve new MOU including Library Annex at 16 hours per week service level.
2. Approve new MOU including Library Annex at 20 hours per week service level.
3. Approve new MOU including Library Annex at 25 hours per week service level.
4. Approve new MOU without including the Library Annex.
5. Provide alternate direction.

**FISCAL IMPACT:**

The furnishings or operational costs of the Library Annex are not eligible expenses that can be funded by the CSLBFGP (grant). Thus, including the Library Annex location as a library facility in the new MOU will add between \$173,000-\$241,500 operational costs that would be allocated from General Fund; allocation would be based on the service level selected: A, B or C.

**Attachment:**

New MOU  
LS&S Proposal

## Coachella Library Annex Proposal (REVISED)

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### Background

The City of Coachella was awarded a grant for \$4,568,807 from the California State Library Building Forward Grant Program to renovate and upgrade its Library Annex building. Built in 1927, the Coachella Public Library Annex infrastructure has reached the need for renovation. The existing facility is an old church consisting of a main building, an office and a hall with four rooms totaling 7,701 sq. ft. A planned renovation will transform the facility into an inviting public space and provide new opportunities for additional programs and services that will support literacy, learning and cultural enrichment opportunities. The Library Annex will be open 40 hours/five days per week.

### Proposed Services

Dedicated space, equipment and skilled staff are proposed to provide creative, hands-on STEAM (science, technology, engineering, arts and math) programs, instruction, services, events and collections for children, teens and adults at the Coachella Library Annex..

## Coachella Library Annex Proposal (REVISED)

---

### Background

The City of Coachella was awarded a grant for \$4,568,807 from the California State Library Building Forward Grant Program to renovate and upgrade its Library Annex building. Built in 1927, the Coachella Public Library Annex infrastructure has reached the need for renovation. The existing facility is an old church consisting of a main building, an office and a hall with four rooms totaling 7,701 sq. ft. A planned renovation will transform the facility into an inviting public space and provide new opportunities for additional programs and services that will support literacy, learning and cultural enrichment opportunities. The Library Annex will be open 40 hours/five days per week.

### Proposed Services

Dedicated space, equipment and skilled staff are proposed to provide creative, hands-on STEAM (science, technology, engineering, arts and math) programs, instruction, services, events and collections for children, teens and adults at the Coachella Library Annex..

### Branch Library

To provide support for the Annex, changes to the Branch Library's operating hours are recommended. The proposed changes will enable greater optimization of existing staff resources, including the addition of a librarian position, with no financial impact. Recommendations are responsive to established usage patterns and maximize high traffic hours in the afternoon and early

evening, maintain morning hours for storytime and school visits, while reducing lower traffic hours in the late evening.

Current hours:		Proposed hours:	
Monday	10am-6pm	Monday	closed
Tuesday	10am-6pm	Tuesday	11am-7pm
Wednesday	12pm-8pm	Wednesday	11am-7pm
Thursday	10am-6pm	Thursday	10am-6pm
Friday	closed	Friday	10am-6pm
Saturday	10am-6pm	Saturday	10am-6pm
Sunday	closed	Sunday	closed

The recommended start date for the new hours is July 1, 2023; this will allow adequate time to phase in restructured branch staffing prior to the Annex grand opening.

### Costs

Year one operating costs will include one-time start-up costs plus annual (recurring) costs. Subsequent years will include annual (recurring) costs only.

Two options are provided for one-time start-up costs, reflecting a core services approach and an enhanced services approach. One-time start-up costs incurred prior to opening day include:

- Collections
- Supplies and Equipment
- Databases, IT Services and Subscriptions

Three options are provided for annual (recurring) costs, reflecting a core services approach and two enhanced services scenarios. Annual (recurring) operational costs for year one include:

- Library Operations: Public Services, IT and Courier
- Programs, Services, Instruction and Events
- Databases, IT Services and Maintenance, Copiers
- Supplies and Equipment
- Library Collection and Materials. LS&S will charge a 5% processing fee.

Recurring costs will increase by 3% annually.

Not included:

- Security
- Custodial
- Courier
- Mandatory minimum wage increases
- Furnishings
- Copiers (may be leased)



## Coachella Library Annex Proposal (REVISED)

### Background

The City of Coachella was awarded a grant for \$4,568,807 from the California State Library Building Forward Grant Program to renovate and upgrade its Library Annex building. Built in 1927, the Coachella Public Library Annex infrastructure has reached the need for renovation. The existing facility is an old church consisting of a main building, an office and a hall with four rooms totaling 7,701 sq. ft. A planned renovation will transform the facility into an inviting public space and provide new opportunities for additional programs and services that will support literacy, learning and cultural enrichment opportunities. The Library Annex will be open 40 hours/five days per week.

### Proposed Services

Dedicated space, equipment and skilled staff are proposed to provide creative, hands-on STEAM (science, technology, engineering, arts and math) programs, instruction, services, events and collections for children, teens and adults at the Coachella Library Annex..

<b>ONE-TIME (STARTUP) COSTS</b>	<i>Option 1 (Baseline)</i>	<i>Option 2 (Enhanced)</i>
<i>Program Supplies &amp; Equipment</i>	\$10,000	\$15,000
<i>Databases, IT Services &amp; Equipment, Subscriptions</i>	\$50,000	\$54,000
<i>Library Collection &amp; Materials</i>	\$10,000	\$25,000
<b>TOTAL</b>	<b>\$70,000</b>	<b>\$89,000</b>

**Option 1:** Basic startup costs. Includes a modest STEAM/Makerspace, with sewing machines, 3D printing and smaller program-centric items such as Legos and Ozobot Coding kits. Library collections and materials assume a small collection of approximately 400 books, with an emphasis on materials for youth,

**Option 2:** Includes everything from Option 1, plus additional items for lending such as podcasting kits, Raspberry Pis, Launchpads and STEAM (science, technology, engineering, arts and math) kits and an in-house VR system.

<b>ANNUAL COSTS</b>	<i>Option A (16 hours)</i>	<i>Option B (20 hours)</i>	<i>Option C (25 hours)</i>
<i>Library Operations (Public Services, IT)</i>	\$149,700	\$175,000	\$213,000
<i>Programs, Services, Instruction &amp; Events</i>	\$8,300	\$8,300	\$8,500
<i>Supplies and Equipment</i>	\$5,000	\$5,000	\$5,000
<i>Library Collection &amp; Materials</i>	\$10,000	\$11,700	\$15,000
<b>TOTAL</b>	<b>\$173,000</b>	<b>\$200,000</b>	<b>\$241,500</b>

**Option A:** Basic operating costs for 16 open hours per week. Professional and highly-skilled staff to provide programs and services for the public, ongoing replacement and maintenance of supplies and equipment.

Monday      closed  
Tuesday      closed  
Wednesday   2pm-6pm  
Thursday     2pm-6pm  
Friday        2pm-6pm  
Saturday     2pm-6pm  
Sunday        closed

**Option B:** Basic operating costs for 20 open hours per week. Professional and highly-skilled staff to provide programs and services for the public, ongoing replacement and maintenance of supplies and equipment.

Monday      closed  
Tuesday      closed  
Wednesday   1pm-6pm  
Thursday     1pm-6pm  
Friday        1pm-6pm  
Saturday     1pm-6pm  
Sunday        closed

**Option C:** Basic operating costs for 25 open hours per week. Professional and highly-skilled staff to provide programs and services for the public, ongoing replacement and maintenance of supplies and equipment.

Monday      closed  
Tuesday      1pm-6pm  
Wednesday   1pm-6pm  
Thursday     1pm-6pm  
Friday        1pm-6pm

## Coachella Library Annex Proposal (REVISED)

---

### Background

The City of Coachella was awarded a grant for \$4,568,807 from the California State Library Building Forward Grant Program to renovate and upgrade its Library Annex building. Built in 1927, the Coachella Public Library Annex infrastructure has reached the need for renovation. The existing facility is an old church consisting of a main building, an office and a hall with four rooms totaling 7,701 sq. ft. A planned renovation will transform the facility into an inviting public space and provide new opportunities for additional programs and services that will support literacy, learning and cultural enrichment opportunities. The Library Annex will be open 40 hours/five days per week.

### Proposed Services

Dedicated space, equipment and skilled staff are proposed to provide creative, hands-on STEAM (science, technology, engineering, arts and math) programs, instruction, services, events and collections for children, teens and adults at the Coachella Library Annex..

· Saturday	1pm-6pm
· Sunday	closed

**MEMORANDUM OF UNDERSTANDING (MOU)  
FOR LIBRARY OPERATIONS AT THE COACHELLA LIBRARY BETWEEN THE CITY OF  
COACHELLA AND THE COUNTY OF RIVERSIDE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the COUNTY OF RIVERSIDE (“COUNTY”), a political subdivision of the State of California, and the CITY OF COACHELLA (“CITY”), a municipal organization organized under the laws of the State of California.

**RECITALS**

WHEREAS, the COUNTY oversees the administration and operations of the Riverside County Library System (“RCLS”); and

WHEREAS, the COUNTY has entered into an agreement with Library Systems & Services, LLC, a Maryland limited liability company (“LS&S”), for contracted services for the RCLS for the provision of library services; and

WHEREAS, the COUNTY has been under contract with the CITY since October 20, 1998 to operate the Coachella Library, now located at 1500 Sixth St., Coachella, CA 92236; and

WHEREAS, the CITY desires to enhance library services by establishing a Coachella Library Annex learning environment by converting the CITY-owned building located at 1538 Seventh Street, Coachella, California into the Coachella Library Annex and adding Coachella Library Annex Management; and

WHEREAS, the CITY and COUNTY mutually agree that library and Coachella Library Annex services will be provided by the COUNTY at the Coachella Library through LS&S.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and COUNTY agree as follows:

**SECTION 1: TERM**

This MOU shall take effect on \_\_\_\_\_, 2023 and shall remain in effect through and including June 30, 2028 (the “Term”). The CITY or COUNTY may request an extension of this MOU with modified terms. If either the CITY or COUNTY desires to extend the Term of this MOU on modified terms, the CITY and COUNTY shall negotiate in good faith to

1 extend this MOU. Unless otherwise agreed to by the CITY and COUNTY, any extension to this  
2 MOU would use the then-existing terms and conditions of the MOU as the floor of acceptable  
3 standards for the future library service. Any extension shall be memorialized as a written  
4 amendment to this MOU.

5 **SECTION 2: HOURS OF OPERATION**

6 **2.1 – COACHELLA LIBRARY.** During the Term of this MOU, the Coachella  
7 Library located at 1500 Sixth Street, Coachella, CA 92236 shall operate a minimum of forty (40)  
8 hours per week. When requested by the CITY to operate more than forty (40) hours per week,  
9 CITY shall pay COUNTY one hundred ten dollars (\$110) per hour for every hour exceeding forty  
10 (40) hours per week of library operations. The COUNTY will provide invoices for library services  
11 rendered on a semi-annual basis. Upon receipt of each invoice, the CITY will make payment for  
12 all undisputed fees within thirty (30) days. In the event that the CITY withholds payment, the  
13 COUNTY will take necessary actions to resolve the issue. If the CITY has any objections  
14 regarding the fees charged by the COUNTY for services performed under this Agreement, the  
15 CITY must provide written notice to the COUNTY within thirty (30) days of receiving the invoice,  
16 specifying the disputed fees.

17 The days and hours of operations shall be as follows:

18	Monday	10:00 a.m. to 6:00 p.m.
19	Tuesday	10:00 a.m. to 6:00 p.m.
20	Wednesday	12:00 p.m. to 8:00 p.m.
21	Thursday	10:00 a.m. to 6:00 p.m.
22	Friday	Closed
23	Saturday	10:00 a.m. to 6:00 p.m.
24	Sunday	Closed

25  
26 The Coachella Library shall observe the COUNTY holiday schedule.

27 **2.2 – COACHELLA LIBRARY ANNEX.** During the Term of this MOU, the  
28 Coachella Library Annex located at 1538 Seventh Street, Coachella, California shall operate a

1 minimum of twenty (20) hours per week. When requested by the CITY to operate more than  
 2 twenty (20) hours per week, CITY shall pay COUNTY one hundred ten dollars (\$110) per hour  
 3 for every hour exceeding twenty (20) hours per week of Library Annex operations. The COUNTY  
 4 will provide invoices for library services rendered on a semi-annual basis. Upon receipt of each  
 5 invoice, the CITY will make payment for all undisputed fees within thirty (30) days. In the event  
 6 that the CITY withholds payment, the COUNTY will take necessary actions to resolve the issue.  
 7 If the CITY has any objections regarding the fees charged by the COUNTY for services  
 8 performed under this Agreement, the CITY must provide written notice to the COUNTY within  
 9 thirty (30) days of receiving the invoice, specifying the disputed fees. The Coachella Library  
 10 Annex shall observe the COUNTY holiday schedule.

11 **SECTION 3: STAFFING/SERVICES AND OPERATIONS/PROGRAMMING**

12 **3.1** COUNTY shall provide an adequate number of professional library staff  
 13 persons for the efficient and effective operations of the Coachella Library and Library Annex.  
 14 COUNTY currently provides library staff and library services through a separate agreement with  
 15 LS&S. CITY acknowledges and agrees that staff and other services shall be provided to the  
 16 Coachella Library and Library Annex through the COUNTY’s agreement with LS&S. COUNTY,  
 17 using contract staff by LS&S, shall provide programming such as the literacy program, summer  
 18 reading program, story time, and ESL classes. COUNTY

19 **3.2** Library and Library Annex facilities will be used solely for the purpose of  
 20 library services, operations, and programming provided by LS&S and approved by CITY. Any  
 21 existing use of the library space and future requests that add support to the library by any outside  
 22 organization shall be approved by City Council. This does not apply to programs occurring in the  
 23 study rooms and meeting room that receive approval through a signed rental agreement.

24 **3.2.1 COACHELLA LIBRARY ANNEX STAFFING.** During the period of  
 25 management, the Coachella Library Annex staff shall have the expertise in the following areas:

- 26 • Laser Cutting and Etching
- 27 • Computer Aided Design (CAD) Software

- 3D Printing
- Electronics and Robotics
- Sewing
- Power Tools and Hand Tools
- Customer Service

**3.2.2 COACHELLA LIBRARY ANNEX MANAGER.** During the period of management, the Coachella Library Annex Manager shall have the expertise in the following areas:

- Onsite management of the daily operations of the Coachella Library Annex
- Supervise and evaluate employees
- Directing and management of operations
- Operating a computer and relevant software applications
- Operating modern equipment
- Manage the work of Coachella Library Annex staff
- Other tasks associated with the operation of the Coachella Library Annex as required by the CITY

**SECTION 4: MAINTENANCE**

CITY shall provide adequate staff persons to provide all necessary janitorial services, landscape maintenance, and maintenance and repairs to the Coachella Library, Coachella Library Annex, and appurtenant equipment and fixtures placed on the Coachella Library and Coachella Library Annex. CITY shall keep the Coachella Library and Coachella Library Annex in good and suitable condition for the uses herein, and in compliance with Federal, State and local laws, ordinances, rules and regulations relating to fire, health and safety, and CITY shall maintain the exterior and the interior of the Coachella Library and Coachella Library Annex, including, but not limited to, pest control, air conditioning equipment, heating equipment, plumbing, electrical wiring

1 and fixtures, windows, and structural parts, grounds, in good working condition and repair and in  
2 compliance with such laws, ordinances, rules and regulations.

3 **SECTION 5: SECURITY SYSTEMS**

4 CITY shall administer cyber keys that provide door access and support various levels of  
5 security to the Coachella Library and Coachella Library Annex. These cyber keys shall be issued  
6 to COUNTY by CITY’s Information Systems (“IS”) Department.

7 **SECTION 6: VOICEMAIL SERVICES**

8 The Coachella Library and Coachella Library Annex telephones shall be answered by a  
9 live library staff member or voicemail system during the Coachella Library and Coachella Library  
10 Annex’s operational hours.

11 **SECTION 7: ON-GOING COLLECTIONS DEVELOPMENT/MAINTENANCE**

12 COUNTY shall provide collections development for the Coachella Library and Coachella  
13 Library Annex on an annual basis. COUNTY shall provide maintenance of the Coachella Library  
14 and Coachella Library Annex collections consistent with professional library practices. This shall  
15 include, but not be limited to, procurement, processing, mending and de-accessioning of the  
16 collections.

17 **SECTION 8: FURNITURE, FIXTURES AND EQUIPMENT**

18 **8.1: LIBRARY FURNITURE, FIXTURES AND EQUIPMENT.** County shall own  
19 and maintain all furniture and equipment in the Coachella Library  
20

21 **8.1.1: MAINTENANCE OF LIBRARY FURNITURE, FIXTURES AND**  
22 **EQUIPMENT.** COUNTY shall be responsible for the maintenance, repair, and replacement of  
23 the furniture, fixtures, and equipment used for library operations and staff functions.

24 **8.2: COACHELLA LIBRARY ANNEX FURNITURE, FIXTURES AND**  
25 **EQUIPMENT.** Upon purchase and installation, CITY shall own and maintain all furniture, fixtures,  
26 and equipment in the Coachella Library Annex.

27 **8.2.1: MAINTENANCE OF COACHELLA LIBRARY ANNEX**  
28 **FURNITURE, FIXTURES AND EQUIPMENT.** CITY shall be responsible for the maintenance,



1 repair, and replacement of the furniture fixtures, and equipment used for Coachella Library Annex  
2 operations and staff functions.

3 **SECTION 9: UTILITIES**

4 The following utilities shall be in the CITY’s name and CITY shall be responsible for the  
5 payment of utility costs to include electricity, gas, sewer and solid waste disposal services, water,  
6 and telephone services, associated with the operations of the Coachella Library. Internet services  
7 will be provided by COUNTY to the designated library area of the facility and CITY will provide  
8 internet and phone utility services for the conference area of the facility.

9 **SECTION 10: INDEMNIFICATION AND HOLD HARMLESS**

10 **A. Indemnification by CITY.** CITY shall indemnify and hold COUNTY, its officers,  
11 agents, employees and independent contractors free and harmless from any claim or liability  
12 whatsoever, based or asserted upon any act or omission of CITY, its officers, agents, employees  
13 or volunteers for property damage, bodily injury or death, or any other element of damage of any  
14 kind or nature arising out of the performance of this MOU, and CITY shall defend at its expense,  
15 including attorney fees, COUNTY, its officers, agents, and employees and independent  
16 contractors in any legal action or claim of any kind based upon such alleged acts or omissions.  
17 However, this duty to indemnify and hold harmless shall not include and claim arising from the  
18 sole negligence or willful misconduct of the COUNTY, its officers, agents, employees and  
19 independent contractors.

20 **B. Indemnification by COUNTY.** COUNTY shall indemnify and hold CITY, its  
21 officers, agents, employees and independent contractors free and harmless from any claim or  
22 liability whatsoever, based or asserted upon any act or omission of COUNTY and its officers,  
23 agents, employees or volunteers for property damage, bodily injury or death, or any other element  
24 of damage of any kind or nature arising out of the performance of this MOU, and COUNTY shall  
25 defend at its expense, including attorney fees, CITY, its officers, agents, employees and  
26 independent contractors in any legal action or claim of any kind based upon such alleged acts or  
27 omissions. However, this duty to indemnify and hold harmless shall not include any claim arising  
28

1 from the sole negligence or willful misconduct of the CITY, its officers, agents, employees and  
2 independent contractors.

3 **SECTION 11: INDEPENDENT CONTRACTOR**

4 **A.** COUNTY is and shall at all times remain as to CITY a wholly independent  
5 contractor. Neither CITY nor any of its officers, employees, agents, or volunteers  
6 shall have control over the conduct of COUNTY or any of COUNTY's officers,  
7 employees, or agents except as set forth in this MOU. COUNTY shall not at any  
8 time or in any manner represent that it or any of its officers, employees or agents  
9 are in any manner officers, employees or agents of CITY. COUNTY shall not incur  
10 or have the power to incur any debt, obligation or liability whatsoever against CITY,  
11 or bind CITY in any manner.

12 **B.** No employee benefits shall be available to COUNTY in connection with the  
13 performance of this MOU. Except for the fees paid to COUNTY as provided in this  
14 MOU, CITY shall not pay salaries, wages, or other compensation to COUNTY for  
15 performing services hereunder for CITY.

16 **SECTION 12: INSURANCE**

17 Both COUNTY and CITY maintain programs of self-insurance. In the event either party  
18 shall cease such program, then that party shall be required to procure insurance which would be  
19 typical for its obligations under this MOU.

20 **SECTION 13: NOTICES**

21 Any notices which either party may desire to give to the other party under this MOU must  
22 be in writing and may be given either by (i) personal service (ii) delivery by reputable document  
23 delivery service, such as but not limited to, Federal Express, that provides a receipt showing the  
24 date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid,  
25 return receipt requested, addressed to the address of the party as set forth below or at any other  
26 address as that party may later designate by Notice. Notice shall be effective upon delivery to  
27  
28

1 the addresses specified below or on the third business day following deposit with the document  
2 delivery service or United States Mail as provided below.

3 To City:

To County:

4 City of Coachella

County of Riverside

5 Attention: City Manager

Attention: Suzanne Holland

6 53-990 Enterprise Way

3403 10<sup>th</sup> Street, Suite 400

7 Coachella, CA 92236

Riverside, California 92501

8  
9 **SECTION 14: GENERAL**

10 **A.** Notwithstanding the foregoing, it is intended that this MOU sets forth the full and  
11 entire understanding of the parties regarding the matters set forth herein. Any agreement,  
12 alteration, understanding, variation, waiver, or modification of any of the terms or provisions  
13 contained herein shall not be binding upon the parties hereto unless made and executed in writing  
14 by all parties hereto, and if required, approved and implemented by the Coachella City Council  
15 and the Riverside County Board of Supervisors.

16 **B.** No waiver by either party at any time of any of the terms and conditions of this  
17 MOU shall be deemed or construed as a waiver at any time thereafter of the same or of any other  
18 terms or conditions contained herein or of the strict and timely performance of such terms and  
19 conditions.

20 **C.** Neither party can assign, sublet, mortgage, hypothecate or otherwise transfer in  
21 any manner any of its rights, duties, or obligations hereunder to any person or entity without the  
22 written consent of the other party being first obtained, which consent shall be in the absolute  
23 discretion of that party.

24 **D.** The invalidity of any provision in this MOU as determined by a court of  
25 competent jurisdiction shall in no way affect the validity of any other provision hereof.

26 **E.** Any action at law or in equity brought by either of the parties hereto for the purpose  
27 of enforcing a right or rights provided for by this MOU shall be tried in a court of competent  
28

1 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all  
2 provisions of law providing for a change of venue in such proceedings to any other county.

3 **F.** The section headings herein are for the convenience of the parties only, and shall  
4 not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of  
5 the provisions or language of this MOU.

6 **G.** Both parties shall maintain the confidentiality of all information and records  
7 pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations  
8 relating to privacy and confidentiality.

9 **H.** Both parties shall cooperate with and provide reasonable assistance to the other  
10 to the extent contemplated hereunder in the performance of all obligations under this MOU and  
11 the satisfaction of the conditions of this MOU. Approvals required by any party, or any officers,  
12 agents or employees thereof, shall not be unreasonably withheld and approval or disapproval  
13 shall be given within a reasonable time.

14 **G.** The MOU is hereby executed by the following authorized representatives of the CITY  
15 and COUNTY.  
16  
17  
18  
19  
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27  
28

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed the day and year first above written.

**CITY OF COACHELLA**, a California municipal corporation

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

By: \_\_\_\_\_  
Steven Hernandez, Mayor

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

ATTEST:

ATTEST:

Clerk to the Board

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Ryan Yabko, Deputy County Counsel



**STAFF REPORT**  
**5/10/2023**

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

**FROM:** Gabriel Perez, Development Services Director  
Anahi Fernandez, Management Analyst

**SUBJECT:** City of Coachella Annual Progress Report (APR) to the California Dept. of Housing Community Development

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**Staff Recommendation:**

Staff recommends that the City Council:

1. Adopt Resolution (Attachment 1) titled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ACCEPTING THE GENERAL PLAN 2022 ANNUAL PROGRESS REPORT”; and
2. Direct staff to submit the 2022 APR to the State as required by law.

**Background:**

California Government Code Section 65400 requires the City to prepare an annual status report on City of Coachella 2035 General Plan implementation. The annual status report must be presented to Council for review and acceptance, and then submitted to the Governor’s Office of Planning and Research (OPR) and the Housing and Community Development (HCD) by April 1<sup>st</sup> of each year pursuant to State guidelines. The purpose of the progress report is to provide information to Council to assess how the General Plan is being implemented. Also, the report provides State required information regarding the City’s progress in meeting its share of regional housing needs.

**Discussion/Analysis:**

**General Plan Implementation Actions**

The General Plan 2023 APR describes the status of General Plan implementation measures and housing activity and programs. The City of Coachella General Plan 2035 serves as a blueprint for the future growth of the City of Coachella and includes goals and policies within various General Plan elements that include land use, housing, mobility, health and wellness, sustainability, safety, infrastructure and public services, and noise. The General Plan Implementation Actions describes

actions that the City shall undertake to implement the General Plan, the level of priority of the action, timeframe, the responsible party and the relevant General Plan goals for the action. The status of the General Plan Implementation Actions is provided in Attachment 1.

A status of notable general plan implementation actions are provided in the table below:

**Table 1: Key General Plan Implementation Actions Completed or Underway**

<b>Element</b>	<b>Action</b>	<b>Responsibility</b>	<b>Update</b>
<b>Land Use</b>	Update Zoning Coded and Zoning Map to comply with General Plan	Planning	Scheduled for PC May 17 and Council June 14.
	Historic Preservation Study	Planning	Staff will propose to Council establishment of a historic resources study and historical context statement in FY 23-24.
	Community engagement process protocols	Planning and City Manager	A Resident Leadership Academy will be presented to Council in June for implementation Fall '23 as a step to address this action.
	Design Guidelines Update	Planning	Objective Design Standards are being developed for single family and multi-family development for adoption by end of FY 22-23.
<b>Mobility</b>	Pedestrian and bicycle action plan	Engineering, Planning, Public Works, Grants Manager	Active Transportation Plan has been adopted.
<b>Health and Wellness</b>	Edible Landscapes	Public Works, Planning, Engineering	Introduced with fruit trees at Shady Lane Park. This is being encouraged in future park development.
	Fund additional library facilities, equipment and programs	City Manager, Finance, Riverside County Library System	City completed 6 <sup>th</sup> Street Library in 2018 and received a State Grant to fund construction of the Library Annex area on 7 <sup>th</sup> Street.

There are numerous general plan implementation actions in Attachment 1 that have not occurred and this is likely a result of a lack of reporting to the Planning Commission (Commission) and the City Council (Council) on these actions in previous years. Development Services Department staff plans to provide the status of these General Plan actions to the Commission and Council annually

to order to assess the City's progress with General Plan implementation and the priority level of these actions.

### **Housing Activity Reporting 2022**

For the 2022 calendar year, the City Permitted 52 Accessory Dwelling Units (ADUs) that count towards the City's Residential Housing Need Allocation (RHNA) for low-income units. The City also permitted 191 Single Family Detached Units that are above the moderate income affordability level. A total of 108 multifamily units were issued by the City, 58 units are categorized as very-low income and 50 units are categorized as low-income based on affordability. These multifamily units have not been issued permits or certificates of occupancy. The City currently has a 6<sup>th</sup> Cycle RHNA of 7,886 residential units across four income categories: Very Low, Low, Moderate, and Above Moderate. The Housing Activity Report for calendar year 2022 is provided as Attachment 2.

#### Attachments:

1. Resolution 20223-25 - City of Coachella Annual Progress Report
2. Housing Activity Reporting Data for calendar year 2022
3. City of Coachella General Plan Implementation Actions Status



Jurisdiction	Coachella
Reporting Year	2022 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2028

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**Table A  
Housing Development Applications Submitted**

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Based Applications		
1				2		3	5								6	7	8	9	10	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted- (see instructions)	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0	9852	9852	0	0		
	779-360-001	Van Buren, between Ave 51 & Ave 52	Encanto	Tentative Tract Map 38429	SFD	O	9/27/2022							112	112			No	No	
	779-280-002, 779-320-001	SEC Van Buren and Avenue 50	Sevilla II	Tentative Tract Map 38577	SFD	O	12/19/2022							204	204			No	No	
	603-210-004, 603-140-018, 603-200-902, 603-180-007	East of Dillon Road North of I-10 Freeway	KPC Coachella	SP 22-01	SFD	O	10/6/2022							9536	9536			No	No	



Element		Category		ANNUAL ELEMENT PROGRESS REPORT		Housing Element Implementation		Notes: 1) Indicate an optional fund	
Element ID	Element Name	Category	Sub-Category	Start Year	End Year	Start Year	End Year	Start Year	End Year
758-000-001	...	...	...	...	...	...	...	...	...
758-000-002	...	...	...	...	...	...	...	...	...
758-000-003	...	...	...	...	...	...	...	...	...
758-000-004	...	...	...	...	...	...	...	...	...
758-000-005	...	...	...	...	...	...	...	...	...
758-000-006	...	...	...	...	...	...	...	...	...
758-000-007	...	...	...	...	...	...	...	...	...
758-000-008	...	...	...	...	...	...	...	...	...
758-000-009	...	...	...	...	...	...	...	...	...
758-000-010	...	...	...	...	...	...	...	...	...
758-000-011	...	...	...	...	...	...	...	...	...
758-000-012	...	...	...	...	...	...	...	...	...
758-000-013	...	...	...	...	...	...	...	...	...
758-000-014	...	...	...	...	...	...	...	...	...
758-000-015	...	...	...	...	...	...	...	...	...
758-000-016	...	...	...	...	...	...	...	...	...
758-000-017	...	...	...	...	...	...	...	...	...
758-000-018	...	...	...	...	...	...	...	...	...
758-000-019	...	...	...	...	...	...	...	...	...
758-000-020	...	...	...	...	...	...	...	...	...
758-000-021	...	...	...	...	...	...	...	...	...
758-000-022	...	...	...	...	...	...	...	...	...
758-000-023	...	...	...	...	...	...	...	...	...
758-000-024	...	...	...	...	...	...	...	...	...
758-000-025	...	...	...	...	...	...	...	...	...
758-000-026	...	...	...	...	...	...	...	...	...
758-000-027	...	...	...	...	...	...	...	...	...
758-000-028	...	...	...	...	...	...	...	...	...
758-000-029	...	...	...	...	...	...	...	...	...
758-000-030	...	...	...	...	...	...	...	...	...
758-000-031	...	...	...	...	...	...	...	...	...
758-000-032	...	...	...	...	...	...	...	...	...
758-000-033	...	...	...	...	...	...	...	...	...
758-000-034	...	...	...	...	...	...	...	...	...
758-000-035	...	...	...	...	...	...	...	...	...
758-000-036	...	...	...	...	...	...	...	...	...
758-000-037	...	...	...	...	...	...	...	...	...
758-000-038	...	...	...	...	...	...	...	...	...
758-000-039	...	...	...	...	...	...	...	...	...
758-000-040	...	...	...	...	...	...	...	...	...
758-000-041	...	...	...	...	...	...	...	...	...
758-000-042	...	...	...	...	...	...	...	...	...
758-000-043	...	...	...	...	...	...	...	...	...
758-000-044	...	...	...	...	...	...	...	...	...
758-000-045	...	...	...	...	...	...	...	...	...
758-000-046	...	...	...	...	...	...	...	...	...
758-000-047	...	...	...	...	...	...	...	...	...
758-000-048	...	...	...	...	...	...	...	...	...
758-000-049	...	...	...	...	...	...	...	...	...
758-000-050	...	...	...	...	...	...	...	...	...
758-000-051	...	...	...	...	...	...	...	...	...
758-000-052	...	...	...	...	...	...	...	...	...
758-000-053	...	...	...	...	...	...	...	...	...
758-000-054	...	...	...	...	...	...	...	...	...
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758-000-070	...	...	...	...	...	...	...	...	...
758-000-071	...	...	...	...	...	...	...	...	...
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758-000-080	...	...	...	...	...	...	...	...	...
758-000-081	...	...	...	...	...	...	...	...	...
758-000-082	...	...	...	...	...	...	...	...	...
758-000-083	...	...	...	...	...	...	...	...	...
758-000-084	...	...	...	...	...	...	...	...	...
758-000-085	...	...	...	...	...	...	...	...	...
758-000-086	...	...	...	...	...	...	...	...	...
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758-000-100	...	...	...	...	...	...	...	...	...



Jurisdiction	Coachella	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B															
Regional Housing Needs Allocation Progress															
Permitted Units Issued by Affordability															
Income Level	RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2										3	4	
			2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level		
Very Low	Deed Restricted	1,033	-	-	-	-	-	-	-	-	-	-	-	-	1,033
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	999	-	-	-	-	-	-	-	-	-	-	-	-	999
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	1,367	-	-	-	-	-	-	-	-	-	-	-	-	130
	Non-Deed Restricted		78	52	-	-	-	-	-	-	-	-	-	-	
Above Moderate		4,487	-	191	-	-	-	-	-	-	-	-	-	191	4,296
Total RHNA		7,886													
Total Units			78	243	-	-	-	-	-	-	-	-	-	321	7,565
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).															
	5 Extremely low-income Need		6										7		
			2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining		
Extremely Low-Income Units*		517	-	-	-	-	-	-	-	-	-	-	-	-	517

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.  
 Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).  
 Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.  
 Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Coachella	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table C																	
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law																	
Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

<b>Jurisdiction</b>	Coachella	
<b>Reporting Year</b>	2022	(Jan. 1 - Dec. 31)

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**  
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
ADU/JADU Standards	Increase Housing Unit Availability	22-Jun	In progress
Objective Design and Development Standards Toolkit	Streamline the Development Approval Process	22-Jun	In progress





Jurisdiction	Coachella	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)**

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the checklist here: <a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Coachella	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**Table F2  
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2**

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier				Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Above Moderate RHNA		Notes	
1				2	3	4							5		6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (2 to 4.5*)	Tenure R/Renderer	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below																



Jurisdiction	Coachella
Reporting Period	2022 (Jan. 1 - Dec. 31)

NOTE: This table is meant to contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

For Riverside County jurisdictions, please format the APN's as follows:999-999-999

Table H Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
767-720-001	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2022
767-720-002	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2023
767-720-003	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2024
767-720-004	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2025
767-720-005	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2026
767-720-006	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2027
767-720-007	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2028
767-720-008	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2029
767-720-009	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2030
767-720-010	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2031
767-720-011	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2032
767-720-012	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2033
767-720-013	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2034
767-720-014	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2035
767-720-015	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2036
767-720-016	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2037
767-720-017	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2038
767-720-018	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2039
767-720-019	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2040
767-721-001	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2041
767-721-002	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2042
767-721-003	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2043
767-721-004	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2044
767-721-005	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2045
767-721-006	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2046
767-721-007	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2047
767-721-008	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2048
767-721-009	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2049
767-721-010	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2050
767-721-011	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2051
767-721-012	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2052
767-721-013	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2053
767-721-014	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2054
767-721-015	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2055





767-730-050	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2148
767-731-008	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2149
767-731-009	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2150
767-731-010	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2151
767-731-011	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2152
767-731-012	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2153
767-731-013	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2154
767-731-014	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2155
767-731-015	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2156
767-731-016	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2157
767-731-017	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2158
767-731-018	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2159
767-731-019	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2160
767-731-020	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2161
767-731-021	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2162
767-731-022	SE Corner of Ave 50 + Calhoun St., Coachella, CA 92236	Residential	0	Surplus Land	37.3	Part of 37.3 Acre Property and sold in 2163
778-420-004	Not Available	Residential	0	Surplus Land	5	
763-131-018	86969 Avenue 52, Coachella, CA 92236	Residential	0	Surplus Land	5.16	
763-400-016	Not Available	Residential	0	Surplus Land	3.99	
763-400-017	Not Available	Residential	0	Surplus Land	3.8	
763-131-018	86969 Avenue 52, Coachella, CA 92236	Industrial	0	Surplus Land	5.16	
778-042-009	Not Available	Residential	0	Surplus Land	0.22	
778-042-010	1609 4th Street, Coachella, CA 92236	Residential	0	Surplus Land	0.14	
778-093-005	1308 6th Street, Coachella, CA 92236	Commercial	0	Surplus Land	0.15	
778-110-001	Not Available	Commercial	0	Surplus Land	0.14	
763-412-030	Not Available	Residential	0	Surplus Land	0.15	
768-222-004	Not Available	Residential	0	Surplus Land	0.18	





<b>Jurisdiction</b>	Coachella	
<b>Reporting Period</b>	2022	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

**NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY.** This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

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**Table J**

**Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915**

1				2	3	4						
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income
Summary Row: Start Data Entry Below												

<b>Jurisdiction</b>	Coachella	
<b>Reporting Year</b>	2022	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	52
Above Moderate		191
<b>Total Units</b>		<b>243</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Units by Structure Type</b>	<b>Entitled</b>	<b>Permitted</b>	<b>Completed</b>
SFA	0	0	0
SFD	98	178	66
2 to 4	0	0	0
5+	108	0	0
ADU	52	52	8
MH	0	0	0
<b>Total</b>	<b>258</b>	<b>230</b>	<b>74</b>

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	9,852
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions</b>	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

<b>Units Constructed - SB 35 Streamlining Permits</b>			
<b>Income</b>	<b>Rental</b>	<b>Ownership</b>	<b>Total</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Cells in grey contain auto-calculation formulas

**RESOLUTION NO. 2023-25**

Attachment 1

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ACCEPTING THE GENERAL PLAN 2022 ANNUAL PROGRESS REPORT.**

**WHEREAS** the State of California requires cities to have an adopted General Plan to provide guidance on land use decisions; and,

**WHEREAS** on April 22, 2015, the City Council of the City of Coachella approved the General Plan 2035 document along with the Program EIR and Climate Action Plan; and

**WHEREAS** the City of Coachella General Plan 2035 is the City's comprehensive long-term policy document comprised of goals and policies for achieving Coachella's vision. The plan guides land use and physical development of the geographic area of the incorporated City limits; and

**WHEREAS** the General Plan contains the seven State-required elements and four additional elements, as follows: 1) Land Use; 2) Circulation; 3) Housing; 4) Conservation; 5) Open Space; 6) Noise; 7) Safety; 8) Mobility, 9) Health and Wellness; 10) Sustainability; 11) Infrastructure and Public Services; and

**WHEREAS** each element of the General Plan has a set of goals and policies that are intended to achieve specific objectives. The City's General Plan Implementation Action Matrix lists and prioritizes specific projects and ongoing programs or "Implementation Measures" that align with goals and policies in General Plan Elements, excluding Housing. For the Housing Element, implementation measures are included in a Housing Action Plan certified by the California Department of Housing and Community Development (HCD) with the Housing Element; and

**WHEREAS** California Code of Regulations, Title 25, Division 1, Chapter 6, Sections 6200, *et seq.*, requires the City to use in the report forms and definitions adopted by the California Department of Housing and Community Development (HCD) to report on the status and progress implementing the City's Housing Element; and,

**WHEREAS** California Government Code Section 65400(a)(2)(B) requires the City to include in the APR the City's progress in meeting its share of regional housing needs; and,

**WHEREAS**, California Code of Regulations, Title 25, Division 1, Chapter 6, Section 6200, *et seq.*, requires the City to use in the report forms and definitions adopted by the California Department of Housing and Community Development (HCD) to report on the status and progress implementing the City's Housing Element; and,

**WHEREAS** California Government Code Section 65400(a)(2)(F) requires the City

to include in the report an assessment of the degree to which the General Plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the General Plan; and,

**WHEREAS** California Government Code Section 65400(a)(2) requires the City to submit the report to the Governor’s Office of Planning and Research (OPR) and HCD by April of each year; and,

**WHEREAS**, the Planning Division has determined in accordance with the California Environmental Quality Act (CEQA) that the General Plan 2022 Annual Progress Report (2022 APR) is not a project under the California Environmental Quality Act (CEQA). The APR is an informational report documenting progress towards implementing the General Plan and does not make decisions for City actions; and,

**WHEREAS**, on May 10, 2023, the City Council of the City of Coachella held a public meeting on the 2022 APR, considered written and oral comments, and facts and evidence presented by City staff, and other interested parties. The 2022 APR is Attachment 3 of the May 10, 2023 City Council staff report, incorporated herein by reference.

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

Section 1. Incorporation of Recitals.

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as if fully set forth in this resolution.

Section 2. CEQA Findings.

The Progress Report is not a project under the California Environmental Quality (CEQA) because the report is an informational report documenting progress towards implementing the General Plan and does not make decisions for City actions.

Section 3. Acceptance of 2022 APR.

Based on the foregoing recitals and findings above, and the written and oral comments, facts, and evidence presented, the City of Coachella City Council, pursuant to Section 65400(a)(2) of the Government Code, has reviewed the 2022 APR that is Attachment 2 and 3 to the May 10, 2023 City Council staff report, incorporated herein by reference. The City Council accepts and finds the 2022 APR:

- A. Adequately assesses the status of the General Plan and Housing Element and its implementation;
- B. Provides information regarding the City’s progress in meeting its share of

regional housing needs;

- C. Uses the forms and definitions adopted by HCD to report on the status and progress in implementing the City’s Housing Element;
- D. Adequately assesses the degree to which the General Plan complies with the General Plan Guidelines; and
- E. Accurately documents the date of the last revision to the General Plan.

Section 4. Submission of Progress Report.

Pursuant to the California Government Code Section 65400(a)(2), the City shall submit the Progress Report to OPR and HCD.

Section 5. Certification.

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED APPROVED and ADOPTED** this 10<sup>th</sup> day of May 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda

City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-25 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 10<sup>th</sup> day of May 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Delia Granados  
Deputy City Clerk

# General Plan Implementation Actions Update for 2022 Calendar Year

#	ACTION DESCRIPTION	PRIORITY	TIME FRAME	RESPONSIBILITY	RELEVANT GOALS
Each action is numbered as a comprehensive list for each element	An actionable description of the implementation action. Some actions include end-note references to supportive background material or example projects.	Action items are marked as "High", "Medium", or "Low" depending on community and staff input throughout the process. Some of the criteria that helped determine priority included: <ul style="list-style-type: none"> <li>• Cost.</li> <li>• Feasibility.</li> <li>• Whether the action would help engage and empower residents.</li> <li>• Whether action could improve or enhance existing programs/infrastructure (instead of create something new).</li> </ul>	A broad timeframe that refers to when the action should be implemented. The timeframes are as follows: <ul style="list-style-type: none"> <li>• <b>Immediate</b> – Current/ongoing projects or within one year of Plan adoption.</li> <li>• <b>Short</b> – Within 2 to 4 years of Plan adoption.</li> <li>• <b>Medium</b> – Between approximately 5 and 7 years of Plan adoption.</li> <li>• <b>Long</b> – 10+ years after Plan adoption.</li> <li>• <b>Ongoing</b> – Reoccurring or immediate action.</li> </ul>	Identification of the agency or department responsible for implementing the action.	List of goal(s) that the action item will help implement. Goals will be listed with the Element title acronym and the goal number. For example an action that implements Goal 3 from the Land Use + Community Design Element and Goal 2 from the Community Health + Wellness Element, this column would contain "LU-3, CHW-2".

- **Planning/Com Dev/Building/Code – Purple**
- **City Manager – Blue**
- **Finance – Green**
- **Public Works/Parks – Orange**
- **Engineering – Red**
- **Utilities/Sanitary – Brown**
- **City Clerk – Light Blue**
- **Human Resources - Pink**

## Land Use + Community character (LU)

#	Action description	Priority	Time frame	Responsibility	Relevant Goals	2022 Update
1.	<p><b>Zoning ordinance update.</b> Following the adoption of the General Plan, update Coachella's Zoning Ordinance. The City Council and planning staff should explore and/or modify the following items in addition to others in line with the Plan's vision. The zoning consistency analysis can be found in Appendix C.</p> <ul style="list-style-type: none"> <li>• Update the zoning code and official Zoning Map to comply with and implement the General Plan Designations and General Plan Designation Map.</li> <li>• Update the zoning code to encourage creative leisure and recreational uses in transit accessible and walkable areas.</li> <li>• Create a park once district.</li> <li>• Establish climate-appropriate, design guidelines that recommend best practices for passive heating and cooling in Coachella's climate.</li> <li>• Develop an incentive program that will assist developers in revitalizing existing structures.</li> <li>• Develop an incentive program to encourage and assist developers to develop along transit routes and to revitalize existing structures.</li> <li>• Create bicycle parking and storage requirements for all new development (or remodeling/rebuilding to the extent feasible) to cover a broad range of bike parking needs, including parking in multi-family residential dwellings, employee parking for commuters and general purpose parking in commercial areas, civic facilities and parks. Collaborate with the School Districts to provide adequate bicycle parking facilities for students and staff.                             <ul style="list-style-type: none"> <li>• Require a certain proportion or number of units in each residential development to include universal design elements, ensuring easy modifications to accommodate wheelchairs.</li> </ul> </li> <li>• Establish community gardens in appropriate locations and set forth basic regulations for community gardens, such as creation, maintenance, and operating rules.</li> <li>• Allow food gardening by right in residential open space areas, including front, back, and side yard space.</li> <li>• Prevent schools and other sensitive receptors from locating near known or expected new sources of air pollution and vice versa. The specific "safe" distance from a pollution source is dependent on the source and amount of pollution releases; however, a good rule of thumb is at least 500 feet from busy roadways, highways, and stationary sources.                             <ul style="list-style-type: none"> <li>• When permitting new child-care facilities, require them to submit a customized, or adopt a standard, wellness policy plan to address physical activity programs, interdisciplinary nutrition education and provide meals and snacks that are consistent with current guidelines established by the US Department of Agriculture.</li> </ul> </li> <li>• Allow physicians and other medical providers to convert foreclosed or other vacant residential structures into neighborhood health clinics. The City may set restrictions (such as hours of operation, parking, signage, and services offered) to ensure the clinic is not a burden to the neighborhood.</li> <li>• Strive for and encourage all new health and social service facilities to be transit-accessible and pedestrian-friendly. Work with Sun Line to improve transit routes and Sun Dial (Dial a Ride) access to service related facilities.</li> <li>• Encourage the co-location of medical healthcare, mental/behavioral health and social services to increase access to care.</li> <li>• Update development standards and/or create a development checklist to incorporate climate change adaption techniques into the development process.</li> <li>• Establish minimum tree planting requirements and guidelines for different sub areas, development types, street trees and parking lot landscaping to ensure the City's urban forest/tree canopy is extensive and well maintained. These requirements should also address drought tolerant and native plants and landscaping to reduce overall water usage.                             <ul style="list-style-type: none"> <li>• Allow and encourage the creation of legal accessory dwelling units (ADUs) to enhance the diversity of housing options in existing residential neighborhoods. ADUs may be detached or attached to the principal structure.</li> <li>• Require below market rate units to come in a mix of sizes/number of bedrooms to address the need for affordable housing for different household types.</li> <li>• Require developers/contractors to recycle at least 50 percent of all construction and demolition waste.</li> <li>• Allow and incentivize renewable energy and energy efficiency technologies.</li> </ul> </li> <li>• Identify and remove regulatory or procedural barriers to implementing green building practices within the City, such as updating codes, guidelines and zoning, and ensure that all plan review and building inspection staff are trained in green building design practices and techniques.                             <ul style="list-style-type: none"> <li>• Identify appropriate buffers between agricultural and urban uses.</li> <li>• Develop standards to provide for cluster development and conservation design to minimize the impacts of urban development on areas where sensitive species are identified.</li> <li>• Identify standards for green roofs.</li> <li>• Create guidelines/requirements for permeable paving.</li> </ul> </li> </ul> <p>Expand allowances for home occupations/businesses in residential areas. Reduce parking minimum requirements in projects where the developer conducts a traffic study to determine that unbundled parking and other measures will reduce the number of spaces required per unit.</p>	High	Short	Planning	LU-1 LU-2 LU-3 LU-5 M-1 M-4 M-7 CHW-5 CHW-8 CHW-9 SNE-1 SNE-2 SNE-4 SNE-5 SNE-9 SNE-11	-Zoning Consistency Update will go to PC May 17 and CC June 14 2023 -Coachella Multi-Family Objective Design Standards will be completed and in effect by Aug '23 -Park once district to be considered with parking standards update 2023 -incentive program not in place - goal by '24 -bicycle and storage requirement shall be made with zoning consistency changes - goal '23 -universal design element requirement will occur with zoning consistency goal '22 -community gardens or stub outs - being introduced with parks in new development proposals. Also considering with future '23 City land purchase. -not prohibited today - will add language to permitted used in res zones '22



<p>2. <b>Design guidelines update.</b> Update the City's design guidelines to encourage human-scale urban design at the neighborhood-, block-, and building-scale to promote walkability and social interaction. Elaborate and expand upon the contents of the Land Use + Community Design and Mobility Elements. Guidelines should specify how development along existing and planned transit lines should provide convenient, direct and safe connections to nearby transit stops and integrate transit stops into public space designs.</p>	<p>Medium</p>	<p>Medium</p>	<p>Planning Engineering</p>	<p>LU-2, LU-3 LU-5 LU-6</p>	<p>The City began a process of objective design standards to be completed end of FY 22-23. The City also adopted updated design guidelines for the Pueblo Viejo District in October 23, 2019.  Engineering will follow up on standards specs after zoning consistency update is complete.</p>
<p>3. <b>Healthy development review.</b> Work with the Riverside County Department of Public Health to create a development review process to analyze the health and social equity impacts of development proposals prior to the beginning of the CEQA review process. This could include the creation of a checklist that includes a key set of high priority questions related to how the project affects the food, recreation, and active transportation environments; affordability and access; pollution and toxics exposure; local wealth creation and other topics deemed relevant. The City can choose to integrate this review into the approval process. For larger or more complex projects the City may partner with others (the County Public Health Department, community groups, independent consultants, universities, etc.) to compile a more extensive health impact assessment.</p>	<p>High</p>	<p>Short</p>	<p>Planning Engineering County Public Health</p>	<p>LU-3</p>	<p>The City has not engaged with the County on a healthy development review checklist and will aim to do this late 2002. N/A Engineering</p>
<p>4. <b>Community engagement process protocols.</b> Work with community groups and the school district to create minimum protocols for community outreach and engagement processes for different types of municipal decisions so community members can easily learn about input opportunities and know how best to contribute. These protocols should be utilized by all City departments and could include a single electronic database/spreadsheet of institutions, community groups, business, and interested individuals who want to receive meeting announcements; a list of public outreach methods; Spanish translation/interpretation guidance (in what cases to use); social media strategies; youth engagement; provision of food and child-care at public meetings; and other related items. The City should also consider purchasing translation headsets to support increased inclusion.</p>	<p>High</p>	<p>Short</p>	<p>Planning City Manager School District Local community groups</p>	<p>LU-15</p>	
<p>5. <b>Sphere of Influence update.</b> Update the City's Sphere of Influence to exclude undevelopable land in Sub-Area 17.</p>	<p>Medium</p>	<p>Medium</p>	<p>Planning</p>	<p>LU-1</p>	
<p>6. <b>Open space conservation strategy.</b> Create an open space conservation program that prioritizes which open space lands to preserve. Emphasize the creation of a citywide greenbelt to achieve conservation goals.</p>	<p>Medium</p>	<p>Medium</p>	<p>Planning Parks</p>	<p>LU-2 LU-4</p>	<p>This has not been completed. COFEM has reached out regarding conservation and working with the City which may be a potential partnership. Not yet achieved - okay to report.</p>
<p>7. <b>Economic development strategic plan.</b> Develop a long-term economic development strategy that develops and retains businesses and a strong middle class in Coachella for the decades to come. The plan should place a strong importance on creating quality jobs in Coachella for existing Coachella residents, career support programs and lifelong education, and professional development. The plan should also highlight the community's desire for industries that use a "triple bottom line" (health/people, environmental sustainability and profit) and invest back into Coachella's local economy.</p>	<p>High</p>	<p>Short</p>	<p>Planning City Manager Finance Library</p>	<p>LU-2 LU-7 LU-10 LU-11</p>	<p>Finance is not aware of an ongoing effort on this item.</p>
<p>8. <b>Fiscal impact assessment fees.</b> Establish guidelines and create a fiscal impact assessments fee structure for new projects over 20 acres.</p>	<p>High</p>	<p>Medium</p>	<p>Planning Finance</p>	<p>LU-13</p>	<p>The City has implemented development impact fees effective 2017 to ensure development pays its fair share or added City service costs.</p>
<p>9. <b>Historic preservation study.</b> Study neighborhoods with a significant number of buildings over 50 years old to determine whether historic districts should be established. Create and maintain an inventory of historic and pre-historic sites, structures and landmarks of historic and cultural significance in order to determine the potential impact on these resources from proposed projects.</p>	<p>Low</p>	<p>Ongoing</p>	<p>Planning</p>	<p>LU-1</p>	<p>The City has an existing historic resources survey from the early 2000's. A new historic resources survey is needed and will require an appropriation.</p>

- Planning/Com Dev/Building/Code – Purple
- City Manager – Blue
- Finance – Green
- Public Works/Parks – Orange
- Engineering – Red
- Utilities/Sanitary – Brown
- City Clerk – Light Blue
- Human Resources - Pink

## Mobility (M)

#	aCTION Description	Priority	Time FRame	Responsibili ty	Relevant Goals	2022 Update
	<p><b>Complete streets manual.</b> Develop a complete streets manual to ensure new roadway construction addresses all modes of travel to implement complete street principles. This manual should include the following components, which the City can write as stand-alone chapters over time:</p> <ul style="list-style-type: none"> <li>• <b>Multi-modal street guidelines</b> <ul style="list-style-type: none"> <li>○ <b>Review, identify and implement</b> - Review existing roadways in the City to identify what enhancements are appropriate for specific facilities to better accommodate additional modes of travel and increase connectivity. Implement guidelines within the Complete Streets Design Manual that can be constructed in lieu of roadway and intersection widening.</li> <li>○ <b>Create standards</b> – Design and document standards for typical roadway right-of-way widths and types that include specifications for bicycle facilities, sidewalks, turn lanes, intersections, crosswalks, transit facilities and other details.</li> <li>○ <b>Multi-modal level of service</b> – Develop traffic study guidelines that address the impact on all users including automobile drivers and passengers, bicyclists, pedestrians, persons with disabilities and transit riders. Consider revising traditional vehicle level of service (LOS) with methodologies more inclusive of other modes such as the multi-modal level of service (MMLoS). The City should update these guidelines on an ongoing basis as Coachella continues to grow and as new research and technology becomes available.</li> <li>• <b>Pedestrian and bicycle action plan</b> <ul style="list-style-type: none"> <li>○ <b>Pedestrian and bicycle design guidelines</b> – Develop pedestrian and bicycle design guidelines that identify pedestrian requirements such as sidewalk width, offset from the curb and other criteria for sidewalks along roadways. Bicycle guidelines and requirements should ensure that bicycle facilities connect all areas of the city including new and existing developments, regardless whether these areas have gates, sound walls or other barriers. The guidelines should also contain design specifications for on- and off-street bike paths and bike lanes,, street markings, dimensions, intersections, turning lanes, signage and bicycle parking standards. The guidelines should also consider installing drinking water fountains along key bicycle and pedestrian routes.</li> <li>○ <b>Prioritization plan</b> – Prepare a prioritization plan for the creation and improvement of sidewalks in existing neighborhoods and bicycle facilities throughout the City.</li> <li>○ <b>Subdivision retrofits program</b> – Review existing subdivisions to identify those neighborhoods that can be retrofitted to accommodate additional pedestrian and bicyclist connections.</li> <li>○ <b>Active transportation requirements</b> – Develop guidelines that require future residential and commercial developments in the City enhance and connect to external bicycle and pedestrian networks.</li> <li>○ <b>Pedestrian and bicycle network map update</b> – Create and update Citywide map (or two maps) of pedestrian and bicycle facilities on a recurring interval of no less than two years and ensure the map(s) is/are accessible to the public.</li> <li>○ <b>Active transportation programs</b> – In addition to design and policy, the plan should contain programs to complement infrastructure improvements such as safety education or a bike sharing programs.</li> </ul> </li> </ul> </li> </ul> <p><b>Complete streets funding</b> - On an ongoing basis, pursue grants to implement the multi-modal streets in Coachella, including but not limited to funding from federal and state agencies, philanthropic organizations and corporate giving programs.</p>	High	Ongoing	<div style="background-color: red; color: white; padding: 2px;">Engineering</div> <div style="background-color: yellow; color: black; padding: 2px;">Public Works</div> <div style="background-color: purple; color: white; padding: 2px;">Planning</div> <div style="background-color: lightgreen; color: black; padding: 2px;">Grants Manager</div> <div style="background-color: yellow; color: black; padding: 2px;">Public Works</div>	LU-3 M-1 LU-3 LU-5	traffic study with ped count and cyclist count FY 22/23 Okay to report.  Will work with the Engineering Division in getting these standards developed  Okay to report.  We have an ATP Plan  No subdivision retrofit program
	<p><b>Traffic calming program.</b> Develop a citywide program that implements a mechanism to apply traffic calming features to neighborhood roadways in a systematic fashion. This program should incorporate a strong element of public involvement to obtain resident feedback and input to identify appropriate improvements from each neighborhood.</p>	High	Medium	<div style="background-color: red; color: white; padding: 2px;">Engineering</div> <div style="background-color: yellow; color: black; padding: 2px;">Public Works</div>	M-2	This is accomplished through new development review and annually through the speed hump installation CIP.
	<p><b>Temporary car-free zones program.</b> Develop a program with a simple application process for community event organizers to apply for temporary street closure permits necessary to create car-free events that allow people to safely walk, bike, socialize and exercise in the streets.</p>	Medium	Short	<div style="background-color: yellow; color: black; padding: 2px;">Public Works</div>	M-3	This can be achieved through the city's special event permit - city has permitted several block parties using this application process.
	<p><b>Signage program.</b> Implement a signage program for bicycle facilities that documents connections to regional facilities, bicycle parking and community facilities along existing and future bicycle facilities.</p>	Medium	Short	<div style="background-color: yellow; color: black; padding: 2px;">Public Works</div> <div style="background-color: red; color: white; padding: 2px;">Engineering</div>	M-4	Partnering with CVAG in the Go Human Campaign - installed various street banners and other educational material with Sunline to promote walking, cycling, and other modes of transportation.
	<p><b>Walking, cycling and public transit education.</b> Develop an active transportation awareness and safety education program in partnership with community groups, schools, other public agencies; employers to educate residents, workers, drivers, businesses and other organizations about the benefits of walking, bicycling, and/or using public transit.</p>	Low	Medium	School District  County Health Department <div style="background-color: red; color: white; padding: 2px;">Engineering</div> <div style="background-color: purple; color: white; padding: 2px;">Planning</div>	M-3	Partnering with CVAG in the Go Human Campaign - installed various street banners and other educational material with Sunline to promote walking, cycling, and other modes of transportation.
	<p><b>Transit supportive environments.</b> Collaborate with Sun Line Transit Agency to identify and enhance those existing areas of the City where the land uses, development intensity and the pedestrian environment are conducive to higher levels of transit service and usage.</p>			Sun Line		Transit Hub effort both existing and future facilities
	<p><b>Bus stop location review.</b> Review existing bus stop locations to determine their accessibility to key destinations such as schools, residential areas, retail centers and civic facilities. Work with Sun Line to relocate existing bus stop locations as needed to provide greater access to key community destinations.</p>	High	Short	<div style="background-color: red; color: white; padding: 2px;">Engineering</div>	M-5	Sunline does the review of bus stop location and submits new stations for review by the City. City has also requested stops previously.
	<p><b>Bus stop prioritization.</b> Prioritize those bus stop locations that are connected to bicycle and pedestrian facilities to help meet users' last mile travel needs.</p>					

<b>Transit service prioritization.</b> Work with Sun Line to prioritize future transit service in those areas where the greatest level of transit ridership will occur based on the supportive land use and transportation patterns.					
<b>Development incentives.</b> Explore and develop incentives to encourage higher-density, transit-friendly development along these transit routes.					
<b>Transit service improvements for seniors.</b> Meet with Sun Line Transit and community groups annually to identify transit service changes and improvements to accommodate the mobility needs of seniors.	Medium	Ongoing	Engineering Sun Line	M-5	bus stops must be ADA accessible. Senior Center - bus transport M-F. Cal Vans for Sunline.
<b>Travel survey.</b> Implement a regular travel survey in association with Sun Line Transit for Coachella residents to identify their commute patterns every two to five years.	Low	Medium	Planning Engineering Sun Line	M-5	
<b>Operations and maintenance annual reports.</b> Prepare annual reports disclosing incremental operations and maintenance costs associated with new transportation infrastructure built in the City over the past year.	Medium	Short	Engineering Public Works	M-6	Okay to report. Track bike lane striping separately.
<b>Transportation infrastructure maintenance funding.</b> Investigate funding mechanisms to maintain existing transportation infrastructure based on existing development such as assessment districts. Citywide traffic fee programs should also be updated on a recurring interval of not less than every five years.	High	Short	Engineering	M-6	No plans for a new funding mechanism. Priority and timeframe medium
<b>Traffic data collection program.</b> Implement a traffic data collection program on a recurring interval of no less than two years. The program should collect data on peak and non-peak traffic counts, bicycling and pedestrian counts for key intersections, transit ridership and automobile collision locations, especially ones that involved a pedestrian cyclist, or alcohol usage.	Medium	Medium	Engineering Sun Line	M-7	Traffic Study to be conducted in FY 22-23
<b>Driver education programs.</b> Work with community groups or other public agencies to educate motorists about safely sharing the road with bicyclists, pedestrians, and transit vehicles; child restraint laws; fuel efficient driving; and common causes of preventable collisions to promote overall safety of multi-modal streets users.	Low	Medium	Engineering	M-3	Recommend with Police.
<b>Improve traffic flow.</b> Implement traffic features such as roundabouts or the use of integrated signalization to improve traffic flow and reduce emissions from vehicle idling and stop and start.	Medium	Medium	Engineering Public Works	SNE-11	Participating in CVAGs synchronization projects. Continue to look at opportunities to incorporate these features in new construction and grants. Timeframe - ongoing

- Planning/Com Dev/Building/Code – Purple
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- Human Resources - Pink

## Community Health + Wellness (CHW)

#	Action description	pRIORITY	Time frame	Responsibility	rELEVANT gOALS	2022 Update
	<b>Health impacts in staff reports.</b> Collaborate with the Riverside County Department of Public Health to create and implement the use of a health impacts protocol to help assess and disclose the health co-benefits and impacts of new construction, capital improvement projects and other land use decisions. The protocol should provide guidance on a range of health topics and include objective criteria. The protocol's results should be included in city council and planning commission staff reports. When appropriate, seek review assistance from the Riverside County Department of Public Health in completing the assessment.	High	Immediate	Planning Riverside County Department of Public Health	CHW-1	This has not been developed or coordination with Riverside County due to staffing. Planning will begin a conversation on this late 2023.
	<b>Healthy budget items.</b> Create a process and criteria that helps staff and elected officials make budget decisions about programs and capital improvement projects that could improve health and equity in Coachella. A potential approach could include: <ul style="list-style-type: none"> <li>• Train department leadership on health equity.</li> </ul> <ul style="list-style-type: none"> <li>• Create health and equity criteria to help departments prioritize budget items.</li> </ul> <ul style="list-style-type: none"> <li>• Encourage each department to identify one or more health objectives for their annual budget.</li> <li>• Ensure budget items leverage opportunities to improve health co-benefits.</li> </ul>	High	Short	City Manager Human Resources Planning Finance Engineering Public Works	CHW-1	Consideration of DIF fee for wellness projects/infrastructure HR has no updates on this section.  In person budget meetings have been established to work through department budgets. All Departments have been directed to submit full budgets for needed service levels to ensure all needs are considered and prioritized. CIP program prioritizes ATP goals. Continue to work with staff to identify opportunities.
	<b>Community oversight.</b> Expand the role of an existing commission or create an ad hoc committee to advise the city council and planning commission on the implementation of the Community Health and Wellness Element and other health-related issues.	High	Ongoing	Planning	CHW-1	A Commission has not been created and another Commission has not been identified to assume Community Health and Wellness Issues. This is worth a discussion with Council upon APR review and staff resources available.
	<b>Workplace wellness.</b> Identify a workplace wellness team and create a model workplace wellness program for City employees. The team should assess employee health needs and implement workplace wellness programs and events. Some possible actions include offering employee incentives for healthy eating and physical activity; smoking cessation programs; group fitness or diet programs; health screenings; physical activity breaks for meetings over one hour in length; accommodate breastfeeding employees upon their return to work; and encourage walking meetings and use of stairways. The City should share this model workplace wellness program information with local employers to encourage the adoption of similar practices. The City can provide incentives (such as priority permit processing) to "healthy employers" who provide employee health benefits such as paid sick days, health insurance, gym membership, among others.	High	Ongoing	City Manager Planning	CHW-1 CHW-7	A Workplace wellness team does not exist. (Follow up with CM on feasibility) Employee Assistance program
	<b>Support events.</b> Host, co-sponsor, and/or organize citywide community health events such as health fairs, educational talks, and workshops, to support positive health behaviors.	Medium	Ongoing	City Council	CHW-1	
	<b>Mobile home park environmental checklist.</b> Work with community partners to create a mobile home park checklist to assess compliance with health and safety regulations for a recurring site inspection program.	High	Short	Code Enforcement	CHW-2	These are registered by the State and working with the State for bringing them into compliance.
	<b>Foreclosure prevention.</b> To prevent foreclosures and to help families who are already in the foreclosure process, work with local community partners to do the following: <ul style="list-style-type: none"> <li>• Identify key information such as the number, location, value, condition and owners of foreclosed properties;</li> </ul> <ul style="list-style-type: none"> <li>• Create bi-lingual information and self-help resources (to post on the City's website and in City offices) to help residents prevent and cope with the foreclosure process.</li> </ul> <ul style="list-style-type: none"> <li>• Sponsor a home economics/finance education class for first time homebuyers.</li> <li>• Pass and enforce a foreclosure registration ordinance that applies to both vacant and occupied buildings.</li> <li>• Work with utility companies to transfer account holder names in lieu of shutting off service in foreclosure properties.</li> </ul>	Medium	Ongoing	Code Enforcement	CHW-2	Ordinance exists where banks have to register property with City when there is a foreclosure and vacant and abandoned.  The City doesn't have a program for assisting the public to prevent foreclosures and should involve a discussion with the RIVCO Housing Authority Code enforcement would be involved in a small piece of this and perhaps this would involve coordination between Development Services and the Grants Manager
	<b>Homelessness plan and services.</b> Review the Valley Wide Homelessness Plan and existing homeless services and shelters in the Eastern Coachella Valley to determine gaps in services and housing. Implement the most applicable strategies for Coachella and focus on helping homeless persons in high visibility areas (like Harrison street or Veterans' Park) who detract from perceptions of public safety. Work with community organizations to create supportive housing for homeless community members.		Ongoing	Planning City Manager CVAG Riverside County Homeless Programs Unit	CHW-2	-City contracts \$100,000 a year for homeless services/outreach
	<b>Healthy building resources.</b> Create healthy building material checklists and fact sheets that can be provided to property owners and contractors when applying for building permits.		Short	Building	CHW-2	This has not been completed and could be assigned as a task of the Dev Svcs Dept Assistant II.
	<b>Tobacco retail licensing fee.</b> Adopt a tobacco retail licensing fee and penalties that would allow more stringent oversight and enforcement of tobacco sales to minors.		Medium	Police Administration	CHW-3	
	<b>Smoke-free public events and facilities.</b> Ban smoking at outdoor public events and public facilities, including farmers' markets, public parks and trails, and community street fairs.		Ongoing	Public Works	CHW-3	City events occur on city property which bans the use of tobacco on city property.

<p><b>Second- and third-hand smoke exposure.</b> Research and adopt an ordinance that bans smoking in multi-unit residential buildings and care/convalescent facilities. Before an ordinance is passed, educate single- and multi-family property owners and managers about the effects of second-and third-hand smoke and encourage them to include anti-smoking policies in rental agreements. Connect property owners to resources (such as model lease language) if they want to ban smoking in their rental units.</p>	Short	Planning	CHW-3	This has not been done and recommend a study session with Council to identify what priority level this is.
<p><b>Smoke-free worksites.</b> Write and adopt an ordinance that bans smoking: in outdoor dining areas, within 30 feet of unenclosed waiting areas, within 30 feet of enclosed areas where smoking is prohibited, in hotel rooms, in retail stores dealing exclusively in the sale of tobacco and smoking paraphernalia, and in unenclosed places of employment.</p>	Short	Planning	CHW-3	This has not been done and recommend a study session with Council to identify what priority level this is.
<p><b>Teen and youth needs.</b> Assess the City's entertainment/recreation resources every three years with the participation of Coachella youth to ensure their needs are met and to curb the influence of gang affiliation/violence.</p>	Ongoing	Planning City Council Police Desert Recreation District	CHW-8	This has not been completed. Aware of organizations such as Alianza and Konkuey Design Initiative that has been doing some work on this issue. A discussion on this issue may be a good idea for the Parks SubCommittee.
<p><b>Safe teen activities.</b> Streamline the process for community organizations to provide after-hours, weekend, and drug- and alcohol-free programming for youth in public spaces and facilities.</p>	Short	Park and Recreation Committee Public Works	CHW-8	Continue work with community partners to grow this programming.
<p><b>Senior programs.</b> Assess the overall needs of Coachella's older adult population every three years, in order to plan the appropriate type, quantity and schedule of senior programs and activities. The assessment should also address senior transportation and funding mechanisms.</p>	Short	Senior Center Administration Planning Desert Recreation District	CHW-4	This has not been done and should be presented to Council in a study session regarding the Health Element. -Senior Center was expanded in 2020
<p><b>Community events.</b> Streamline the permit process for block parties, street fairs and neighborhood events that promote positive interactions, build relationships and attract residents from surrounding communities.</p>	Immediate	Public Works	CHW-1	City's special events continue to grow and provide engagement of various community members.
<p><b>Crime prevention through environmental design.</b> Train one or more city employees in crime prevention through environmental design (CPTED) principles so they can review and improve the safety of development plans and existing developments with strategies such as building doors/entrances and windows to look out on to streets and parking areas; pedestrian-friendly sidewalks and streets; front porches and adequate nighttime lighting.</p>	Short	Planning Building Engineering	CHW-4	Staff has not been trained in this and Planning can committee to prioritizing this in 2023
<p><b>Police-community forums.</b> Organize annual community forums with the police department, residents and local businesses to improve relationships and address public safety related to gangs, prostitution, illegal drug sales/use, and general safety around schools and parks.</p>	Immediate	Police	CHW-4	* Should Police answer this?
<p><b>Grassroots emergency preparedness.</b> Facilitate the creation and training of neighborhood emergency response teams to promote preparedness/safety, build community and encourage self-efficacy of neighbors.</p>	Immediate	EOC Coordinator	CHW-4	
<p><b>Edible landscapes.</b> Seek opportunities to create resilient and diverse edible landscapes in appropriate public spaces in Coachella for educational and nutritional purposes. Edible landscapes could be on public property, such as parks, in public rights-of-way, or in front of public buildings, so long as the edible landscapes do not negatively affect the pedestrian experience or create unsafe environments for residents and vehicle occupants. Establish a community-based network of residents, businesses and community organizations to maintain the plants and harvest the food.</p>	Ongoing	Public Works Planning Engineering	CHW-5	The City has experimented with this at Shady Lane Park with fruit trees and is also adding Grapefruit trees along the Urban Greening Project at Sixth Street.
<p><b>Community garden and composting education.</b> Consider hosting demonstration or lecture events and/or providing electronic or printed resources about community and home gardening, composting and permaculture to educate the general public on how to grow organic edible plants.</p>	Short	Public Works Planning Master Gardener – UCR Extension Program	CHW-5	This has not occurred. This is worth a discussion with the City Council regarding City allocating resources for this effort or determining if the City may want to apply for grants
<p><b>Gardening tools and resources.</b> Work with community organizations and neighborhood groups to organize a garden-tool lending program and garden bounty exchange program. The tool lending program would have a "library" of tools and gardening supplies that residents could "check-out" for free or at a very low cost. The garden bounty exchange could be a regular (weekly or monthly) gathering where residents can trade their surplus food crops.</p>	Short	Public Works	CHW-5	This has not been achieved - okay to report. Can timeframe be updated to medium? Find food bank can assist with this. Would support nonprofits in this.
<p><b>Emergency food.</b> Partner with the Riverside County Public Health Department, local agricultural businesses and charity groups to distribute information about and expand the capacity and reach of emergency food resources.</p>	Ongoing	City Manager Food Banks Riverside County Department of Public Health	CHW-6	
<p><b>Healthy foods and beverages at public events.</b> Research and adopt an ordinance to increase healthy food and beverage options at public facilities, meetings and events. The ordinance should consider banning sugar-sweetened beverages and increase the proportion of "healthy" items sold in vending machines and at concession stands. Adopt City nutrition guidelines based on work across the state and nation. Guidelines should include unhealthy food items that may not be served at public meetings/events, ideas of healthy food and beverage alternatives and criteria for "healthy" vs. "unhealthy" items.</p>	Short	Planning Heal Committee	CHW-6	This has not occurred. This is worth a discussion with the City Council regarding City allocating resources for this effort or determining if the City may want to apply for grants
<p><b>Safe routes to school.</b> Work with local community groups and public agencies to increase the number of students who walk and bike to/from school by implementing the following:</p> <ul style="list-style-type: none"> <li>Collaborate with the county public health department, the Coachella Valley Unified School District (CVUSD), and local community groups to obtain grant funds to for infrastructure and safe routes to school programs (crossing guards, walking schools buses, bike trains, and carpools).</li> <li>Work with the CVUSD to incorporate traffic safety awareness, including bicycle and pedestrian safety, into school curriculums.</li> <li>Integrate street improvement priorities identified by the county's safe routes to school program into the City's capital improvement program.</li> </ul>	Ongoing	Grants Manager Engineering Planning	CHW-8	Planning will contact the County Health department. The City has coordinated on these efforts in the past for traffic safety awareness. Planning staff is encouraging more pedestrian/cyclist connections to streets and pathways.  A listing of completed SRTS projects can be found in ATP Plan

- Work with local developers, Home Owners Associations, and schools to provide more direct pedestrian and cyclist access to schools by creating pathways through dead ends and sound walls.

<p><b>Comprehensive child care plan.</b> Work with local and regional agencies and community partners to assess child-care supply, demand and affordability in Coachella at least every five years and implement programs to address child-care shortfalls. Develop and implement a comprehensive Coachella child-care facilities plan that engages the resources of the City, community partners, and employers in Coachella. The plan will identify priority geographic areas to locate new centers considering target populations and supply gaps and identify and assess existing and potential financing mechanisms for facility development. The plan will also consider a variety of funding sources and, if appropriate, include a nexus study to determine whether new development should contribute to child care facilities in Coachella.</p>	Short	<p>Planning</p> <p>First 5</p> <p>Finance</p> <p>Planning</p>	CHW-8	<p>This has not been done but worth a preliminary discussion with first 5 California.</p> <p>No updates - not implemented</p>
<p><b>Library facilities.</b> Work with the Riverside County library system to expand the reach and scope of programs and services offered at the Coachella branch. Specifically, improve service to the immigrant community; be a centralized resource for information about, and referrals, to community and social services; bridge the digital divide (age, race/ethnicity, and income) through computer classes; expand multilingual materials. As Coachella's population increases, consider using development impact fees to fund additional library facilities, equipment and programs.</p>	Ongoing	<p>City Manager</p> <p>Finance</p> <p>Riverside County Library System</p>	CHW-8	<p>City completed a new library on 6th Street and looking to improve facilities with the Library Annex construction in 2023 funded by State Grant</p>
<p><b>Community space fund.</b> Maintain development fee programs to accumulate funds for the acquisition and improvement of parks and public gathering places and facilities.</p>	Ongoing	Finance	CHW-8	<p>The City has continued to implement a park improvement development impact fee.</p>
<p><b>Plaza vendors.</b> Create a simple healthy food truck permit program that allows food and beverage vendors to operate in or around the perimeter of parks and plazas so long as they meet certain nutritional requirements determined by the City.</p>	Ongoing	Planning	CHW-6	<p>This has not occurred but can be addressed when the City drafts its street vendor ordinance in 2023.</p>
<p><b>Patient protection and the Affordable Care Act.</b> Provide resources and training for employers to address compliance with the Affordable Care Act.</p>	Short	<p>Riverside County</p> <p>Finance</p>	CHW-9	<p>Compliance has already been mandated. This was in effect in 2010. Not sure what can be added to this.</p>
<p><b>Mobile clinics.</b> Increase the use of mobile or remote health care (e.g., e-health care, clinics on wheels) in Coachella for farm workers and others with poor health care access through partnerships with Riverside Department of Public Health, local hospitals and community clinics.</p>	Ongoing	Local Health Clinics	CHW-9	<p>To some extent this has been created in partnership with nonprofit organizations at the old City Hall. -City completed a feasibility study for such facilities</p>
<p><b>Multi-use facilities.</b> Collaborate with community partners to create a resource center that could house a "one-stop shop" for social services in the City including an employment opportunity center.</p>	Long term	Long	<p>City Council</p> <p>City Manager</p> <p>Planning</p> <p>Information Technical Manager</p> <p>Planning</p>	CHW-8
<p><b>Health and social services resource list.</b> Publish a list of health and social services resources on the City's website.</p>	Immediate	Ongoing	<p>CHW-9</p> <p>CHW-8</p>	<p>This has not been created and could be done in late 2023 led by Planning.</p>



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## Sustainability + Natural Environment (SNE)

#	aCTION Description	Priority	Time FRame	Responsibili ty	Relevant Goals	2022 Update
	<b>Heat island mitigation plan.</b> Write and adopt a Heat Island Mitigation Plan that requires new commercial and residential developments to incorporate cool roofs, cool pavements and strategically placed shade trees. The plan should outline how the City will actively inspect and enforce state requirements for cool roofs on non-residential re-roofing projects.	High	Short	Engineering	SNE-1	priority - short - timeframe - Medium and consolidate w/ sustainable landscape management plan. Grant needed
	<b>Sustainable landscape management plan.</b> Create and update a landscape management plan that includes a consistent and sustainable landscaping and streetscape palette to apply to all roadways throughout the City. Different pallets and designs should apply to different districts and street types. Should specify different landscape designs for different districts and street types and prioritize shade, ease of maintenance and water conservation. The plan should also contain an urban forest management strategy. The effect should seek to optimize shade, ease of maintenance, water conservation climate benefits.	High	Medium	Planning Building Engineering Public Works	SNE-1 SNE-3 SNE-11	consolidate with above
	<b>Vulnerability/resiliency assessment and climate adaptation strategy.</b> Work with the regional government associations to conduct a community-wide assessment of the potential health impact, cumulative impact, and risk resiliency factors of climate change on Coachella residents. The assessment should identify the geographic areas, groups and individuals most vulnerable to climate change and specific opportunities for the City to improve its response. Vulnerable groups typically include infants and young children, the elderly, outdoor workers, people with preexisting health conditions such as asthma, and communities already affected by other social, economic, or other environmental injustices. With this information, develop a climate adaptation strategy to protect the public from heat waves and vector control, increased threats of wildfire, changing precipitation patterns, reduced water supply and increased peak energy demand.	Medium	Medium	Planning Emergency Coordinator CVAG HARC Public Health	SNE-1	
	<b>Energy efficiently education.</b> Organize workshops on how to increase energy efficiency of homes and businesses through topics such as home weatherization, building envelope design, smart lighting systems and conducting a self-audit of energy usage.	High	Ongoing	Building Imperial Irrigation District	SNE-2	
	<b>Water efficient buildings.</b> Establish or adopt a checklist to ensure developers and contractors plan and install water-efficient infrastructure and technology, including low-flow toilets and showerheads, moisture-sensing irrigation and other advances.	High	Short	Planning Building	SNE-3	This will require adoption of an ordinance by City Council. Will begin in 2023
	<b>Grey water ordinance.</b> Write and adopt a grey water ordinance establishing criteria and standards to permit the safe and effective use of grey water (also known as on-site water recycling). Review and revise, without compromising health and safety, other building code requirements that might otherwise prohibit such systems.	High	Short	Planning Building	SNE-3	Will begin in 2023.
	<b>Agriculture education park.</b> Acquire a working agricultural site to manage as an educational and cultural park.	Low	Long	Public Works	SNE-5	
	<b>Right-to-Farm Ordinance.</b> Work with the Riverside County Agriculture Commissioner to write and adopt a right-to-farm ordinance. (See this model ordinance: <a href="http://www.smartgrowthamerica.org/smartgrowthusa/wp-content/uploads/2011/01/modelrtfordinance.pdf">http://www.smartgrowthamerica.org/smartgrowthusa/wp-content/uploads/2011/01/modelrtfordinance.pdf</a> )	High	Short	Planning	SNE-5	This has not been done. Planning staff can look into this in 2023.
	<b>Habitat impacts.</b> Develop a set of guidelines for evaluating project impacts to habitat, as well as for requiring specific mitigations for those that are identified.	Low	Medium	Planning	SNE-9	This has not been done and currently this City would rely on CEQA. Staff recommend this be a long-term goal.
	<b>Vehicle idling ordinance.</b> Establish a local ordinance that exceeds the state vehicle idling restrictions where appropriate, including restrictions for bus layovers, delivery vehicles, trucks at warehouses and distribution facilities and taxis, particularly when these activities take place close to sensitive land uses (schools, senior centers, medical facilities and residences).	Medium	Ongoing	City Manager Public Works Engineering	SNE-11	Not yet achieved Difficult to implement due to extreme heat and staff idling.
	<b>Eco-contractor policy.</b> Consider the creation and adoption of a policy that gives preference to contractors that use reduced emissions equipment for City construction projects as well as for City contracts for services (e.g., garbage collection). The preference policy could also include other aspects of environmentally friendly business and operations practices.	Low	Ongoing	City Manager Public Works Engineering	SNE-11	The Existing Park Master Plan is more than 15 years old. This likely is overdue and would require an appropriation to bring on a consultant to assist.
	<b>Parks Master Plan.</b> Revise and adopt the parks master plan, which shall address current deficiencies in park space, specific sites, accessibility, funding sources and fees. The new Parks Master Plan shall also provide for physical activity amenities in selected parks and recreation centers. The City shall install and maintain indoor or outdoor exercise equipment in selected park and recreation centers and signage to encourage exercise (i.e., mile markers on existing and new paths, health and safety tips, and stretching/ strengthening exercise suggestions, etc.). The City shall also incorporate improvements, such as water fountains and restroom facilities, in parks to allow people to spend more time outdoors.	High	Immediate	Public Works Planning	SNE-13	The Existing Park Master Plan is more than 15 years old. This likely is overdue and would require an appropriation to bring on a consultant to assist.
	<b>Developer park guidelines.</b> Create "Developer Guidelines for Coachella Park Standards and Requirements" to set standards, requirements, definitions, and procedures to assist developers in creating parks that contribute to the City's parks system.	Medium	Short	Planning Public Works EngineeringParks and Recreation Committee	SNE-13	This has not been created and may be worth developing with drafting of a new Parks Master Plan.
	<b>Climate Action Plan.</b> Maintain and implement a Climate Action Plan. At a minimum interval of two years, update the GHG inventory and evaluate progress towards the City's GHG emissions reduction target.					Planning staff will work on this with coordination with the Assistant to the City Manager in late 2023.
	<b>Retention Basins.</b> Establish requirements for below grade onsite storm water requirements water storage of a certain size be stored underground to preserve land.					This may be a savings to developers do underground retention and get park credit.

## Safety (S)

#	aCTION Description	Priority	Time FFrame	Responsibility	Relevant Goals	2022 Update
1	<b>Hazard prevention education.</b> Develop and make available to all residents and businesses, literature on hazard prevention and disaster response, including information on how to earthquake-proof residences and places of business and information on what to do before, during and after an earthquake.		Short-	Community Development	S-8	This has not been done.
2	<b>Housing rehabilitation program.</b> Develop and administer a housing rehabilitation grant and/or loan program that allows owners of manufactured (mobile) homes to seismically retrofit their houses.		Short-	Community Development	S-1	Grant Manager is working on a program and identified as an important issue by Councilmembers. Planning can coordinate with this as well.
3	<b>FIRM updates.</b> Work with the Federal Emergency Management Agency (FEMA) and the Coachella Valley Water District to develop better, more comprehensive Flood Insurance Rate Maps for Coachella, including the hillside areas. The City should identify and map local problem areas too small or currently outside of FEMA or California Department of Water Resources mapping. Use the mapping to create flood overlays for zoning and land use maps.		Long-	Community Development, Public Works, and Water Department	S-3	This effort is ongoing and maps are updated in collaboration with CVWD.
4	<b>Comprehensive drainage plan.</b> Develop a comprehensive drainage plan that could be used as a guide as the City is built out in the future.		Long-	Public Works, Community Development	S-3	Storm Water Master Plan adopted last year.
5	<b>Fire safety education.</b> Prepare and provide educational materials that inform homeowners of the importance of defensible space, correct use of power tools and machinery that can spark and ignite a fire, the dangers of igniting outdoor fires and fireworks and proper construction standards and materials.		Long-term, as developr	Fire Department, Community Development	S-8	
6	<b>Notification of hazardous materials.</b> Adopt a notification and posting requirement ordinance for pesticide use in all public buildings and facilities in the City. Notification that pesticides, such as insecticides, fungicides or herbicides, are to be applied creates the opportunity to identify problems before spraying. A City ordinance may consider limiting when and what pesticides are used (e.g. restricting spray zones to non-play areas, prohibiting pesticide application when residents will be present, etc.).		Short-	Fire Department	S-5	
7	<b>Pesticide education to business.</b> Create a program to provide educational materials to gardeners and landscape companies that do business in Coachella about alternatives to and safer usage of toxic pesticides and herbicides.		Short	Fire Department	S-6	
8	<b>Restrictions on pesticide application.</b> Develop policies and protocols to ensure pesticides are not sprayed when not safe to do so, for example when there are high winds, when nearby schools are in session, etc.				S-6	
9	<b>Siting.</b> Update the zoning code to reflect healthy siting considerations and avoid siting unhealthy land uses near schools or residential areas.		Ongoing	Community Development	S-5	This can be addressed with the Zoning Consistency Update.

- Planning/Com Dev/Building/Code – Purple
- City Manager – Blue
- Finance – Green
- Public Works/Parks – Orange
- Engineering – Red
- Utilities/Sanitary – Brown
- City Clerk – Light Blue
- Human Resources - Pink



### Infrastructure + Public Service (IPS)

#	Action Description	Priority	Time Frame	Responsibility	Relevant Goals	2022 Update
	<b>Development Impact Fees.</b> Update the development impact fee program to fund the development of all infrastructure necessary for new development, including new water supplies and new water supply infrastructure. This fee program shall include a mechanism for the provision of tertiary water treatment and distribution infrastructure.	High	Short	Utilities Manager Engineering Finance	IPS-2	The City has implemented development impact fees effective 2017 to ensure development pays its fair share or added City service costs.
	<b>Wastewater treatment.</b> Establish a development impact fee program to fund the development of new wastewater treatment and conveyance capacity.	High	Short	Sanitary Finance	IPS-3	The City has implemented development impact fees effective 2017 to ensure development pays its fair share or added City service costs.
	<b>Stormwater treatment.</b> Establish a development impact fee program to fund the development of new stormwater treatment and conveyance capacity.	High	Short	Public Works	IPS-4	This is okay to report recommend timeframe be updated to medium.
	<b>Solid waste management.</b> Create and implement a Solid Waste Management Plan to institute measureable reduction targets that includes composting green waste and food scraps.	Medium	Medium	Public Works	IPS-5	The city submits its annual report to CalRecycle that includes the city's reduction efforts.

- Planning/Com Dev/Building/Code – Purple
- City Manager – Blue
- Finance – Green
- Public Works/Parks – Orange
- Engineering – Red
- Utilities/Sanitary – Brown
- City Clerk – Light Blue
- Human Resources - Pink

# Noise (N)

#	Action Description	Priority	Time Frame	Responsibility	Relevant Goals	2022 Update
	<p>Revise the City's Municipal Code to achieve the goals and policies of this General Plan Noise Element, as necessary. Examples of such revisions may include:</p> <ul style="list-style-type: none"> <li>Limit the hours of deliveries to commercial, mixed-use, and industrial uses adjacent to residential and other noise-sensitive land uses.</li> <li>Limit noise levels generated by commercial and industrial uses.</li> <li>Limit the hours of operation for refuse vehicles and parking lot sweepers if their activity results in an excessive noise level that adversely affects adjacent residential uses.</li> </ul>				N-1 N-2 N-3	
1	<p>Require the placement of loading and unloading areas so that commercial buildings shield nearby land uses from noise generated by loading dock and delivery activities. If necessary, additional sound barriers shall be constructed on the commercial sites to protect nearby noise-sensitive uses.</p> <ul style="list-style-type: none"> <li>Require all commercial health, ventilation, and air conditioning (HVAC) machinery to be placed within mechanical equipment rooms wherever possible.</li> <li>Require the provision of localized noise barriers or rooftop parapets around HVAC, cooling towers, and mechanical equipment so that line of sight to the noise source from the property line of the noise-sensitive receptors is blocked.</li> </ul>	High	Short	Planning		Planning will work on Zoning Code changes beginning November 2024.

- Planning/Com Dev/Building/Code – Purple
- City Manager – Blue
- Finance – Green
- Public Works/Parks – Orange
- Engineering – Red
- Utilities/Sanitary – Brown
- City Clerk – Light Blue
- Human Resources - Pink



**STAFF REPORT**  
**5/10/2023**

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

**FROM:** Eva Lara, Planning Technician and Gabriel Perez, Development Services Director

**SUBJECT:** Pueblo Viejo Downtown Parking Survey Update

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**Background:**

Growing the Pueblo Viejo Downtown District as a hub for small business and a destination for residents and visitors are City priorities. The 2019 Pueblo Viejo Revitalization Plan included a parking analysis and identified recommendations for managing parking demand as Pueblo Viejo develops. Our intent is to update the City Council Members regarding parking occupancy as the Pueblo Viejo Downtown District continues to grow.

The Plan organized Downtown parking by numbered blocks (Attachment 1). The survey monitored parking demand on Tuesday, March 28, 2023 (Observation Day 1) and Friday, April 21, 2023 (Observation Day 2) for on-street and off-street parking occupancy between the hours of 7 a.m. to 5 p.m. on 24 blocks. Staff also analyzed the 6th Street segment between Vine and Orchard Streets where parking occupancy is anticipated to be highest. Observation Day 2 was chosen to evaluate any impacts to parking from the Coachella Festival (Weekend 2).

**Discussion/Analysis:**

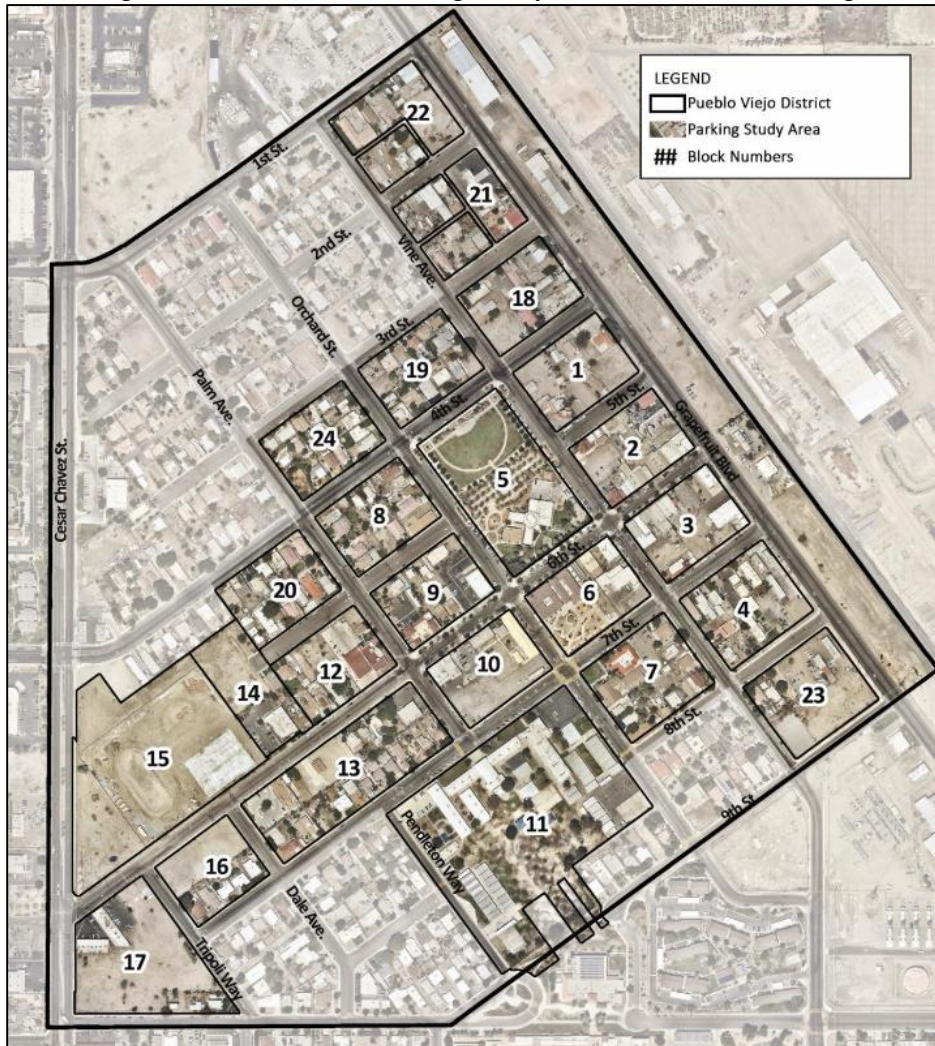
This report is intended to update the City Council Members and Planning Commission of the survey results and identify parking management options.

On Sixth Street, between Orchard and Vine Streets, there are a total of 19 parallel on-street parking spaces that experience highest occupancies due to adjacent uses that include the Coachella Library, Sixth Street Coffee, Todec, True Awakening Studio, Las Tres Conchitas, on the South side and Alianza, COFEM, and Firehouse Bar and Grill. On Observation Day 1, the peak parking occupancy occurred at 3 p.m. at 89% and generally observed above 58% occupancy between 9 a.m. to 3 p.m. The lowest parking occupancy was observed at 7 a.m. and 5 p.m. at 47%. On Observation Day 2, the peak parking occupancy occurred at 9 a.m. at 84% and generally observed above 53% occupancy between 11 a.m. to 3 p.m. The lowest parking occupancy was observed at 5 p.m. at 16%.

On Sixth Street, between Cesar Chavez and Grapefruit, there are a total of 106 on-street supply of parking spaces. On Observation Day 1, the peak occupancy was observed at 11 a.m. at 48% and

the lowest peak was observed at 7 a.m. at 27%. On Observation Day 2, the peak occupancy was observed at 9 a.m. to 11 a.m. at 46% and the lowest peak was observed at 5 p.m. at 21%.

Figure 1: Downtown Parking Study Area Block Numbering



On Block 6 “Library Block”, there are a total of 50 parking spaces available, of which 9 are on-street on 6th Street in front of Library/Sixth Street Coffee, 13 on Orchard, 13 on Vine and 15 on 7th Street. On Observation Day 1, the peak occupancy was around 11 a.m. to 3 p.m. at 66%. Parking was observed below 50% occupancy between 7 a.m., 9 a.m. and 5 p.m. The lowest occupancy occurred at 7 a.m. at 20%. On Observation Day 2, the peak occupancy was around 9 a.m. at 82%. Parking was observed below 50% occupancy between 7 a.m., and 1 p.m. to 5 p.m. The lowest occupancy occurred at 5 p.m. at 8%.

At Veterans Park, Block 5, there are a total of 124 parking spaces, of which 35 are on-street on Orchard Street, 26 on 4th Street, 36 on Vine Street, and 17 off-street in a gated parking lot. On Observation Day 1, the peak occupancy occurred at 1 p.m. at 56%. The lowest occupancy occurred at 7 a.m. at 14%. On Observation Day 2, the peak occupancy occurred at 1 p.m. at 42%. The lowest occupancy occurred at 7 a.m. at 19%.

At the Southern half of Downtown, Blocks 4, 7, 11 and 23, the total amount of parking spaces are 364. On Observation Day 1, the peak occupancy occurred on Block 11 “Palm View Elementary School”, around 9 a.m. to 11 a.m. at 61%. The lowest occupancy also occurred on Block 11 “Palm View Elementary School”, around 7 a.m. at 7%. On Observation Day 2, the peak occupancy occurred on Block 7, around 11 a.m. at 64%. The lowest occupancy also occurred on Block 11 “Palm View Elementary School”, around 7 a.m. at 7%.

The parking survey demonstrates that parking is abundant throughout the Downtown District. The peak occupancy occurs at 11AM at 42% for the entire Downtown District. The parking occupancy is observed highest on the 6th Street segment (between Orchard Street and Vine Street) at 89%. The March survey showed that an average of 34% parking spaces were occupied during the day, while the April survey showed 33%. Neither the Mexican Consulate nor Coachella Festival Weekend 2 made an impact on the total parking occupancy. Parking is considered full when occupancy is above 80% and would be a reason to identify assertive parking management strategies.

Higher parking occupancy on 6th Street between Vine and Orchard Street may require closer observation to implement solutions for future occupancy issues. The 15-minute time-restricted parking for two parallel parking spaces in front of the Coachella Library and Sixth Street Coffee has been successful in ensuring faster parking turnover to allow visitors on short visits to frequent 6th Street businesses. Survey data shows an increase of occupancy from the September 2022 survey with an increase of 12%, from 77% to 89% during weekdays. The latter increase surpasses the 80% occupancy threshold and additional parking management strategies should be considered.

The Members of City Council could consider recommending options to manage parking on the 6th Street segment from 8 a.m.-5 p.m. Monday-Friday (15-minute, 20-minute, 1-hour or 2-hour limitations). No other businesses since the time restricted parking signs were installed have reported any need for additional parking restrictions. Another option that does not restrict parking would be to utilize wayfinding signs that directs employees or visitors for longer stays to plentiful parking along Vine and Orchard Streets where parking occupancies remain low to moderate.

### **Staff Recommendation:**

Staff recommends that the City Council receive and file the parking survey report. Since this is the first downtown parking survey presented to City Council, Staff recommends the Council discuss the survey results and provide feedback.

### **Attachments:**

1. Parking Map Block Excerpt
2. Pueblo Viejo On-Street Parking Excerpt
3. Pueblo Viejo Off-Street Parking Excerpt
4. Pueblo Viejo Parking Occupancy Report, March 2023
5. Pueblo Viejo Parking Occupancy Report, April 2023
6. Coachella Parking Limit Signs
7. Full Pueblo Viejo Revitalization Plan Parking Analysis  
<https://www.coachella.org/home/showpublisheddocument/7801/637068252957170000>





# PARKING STUDY

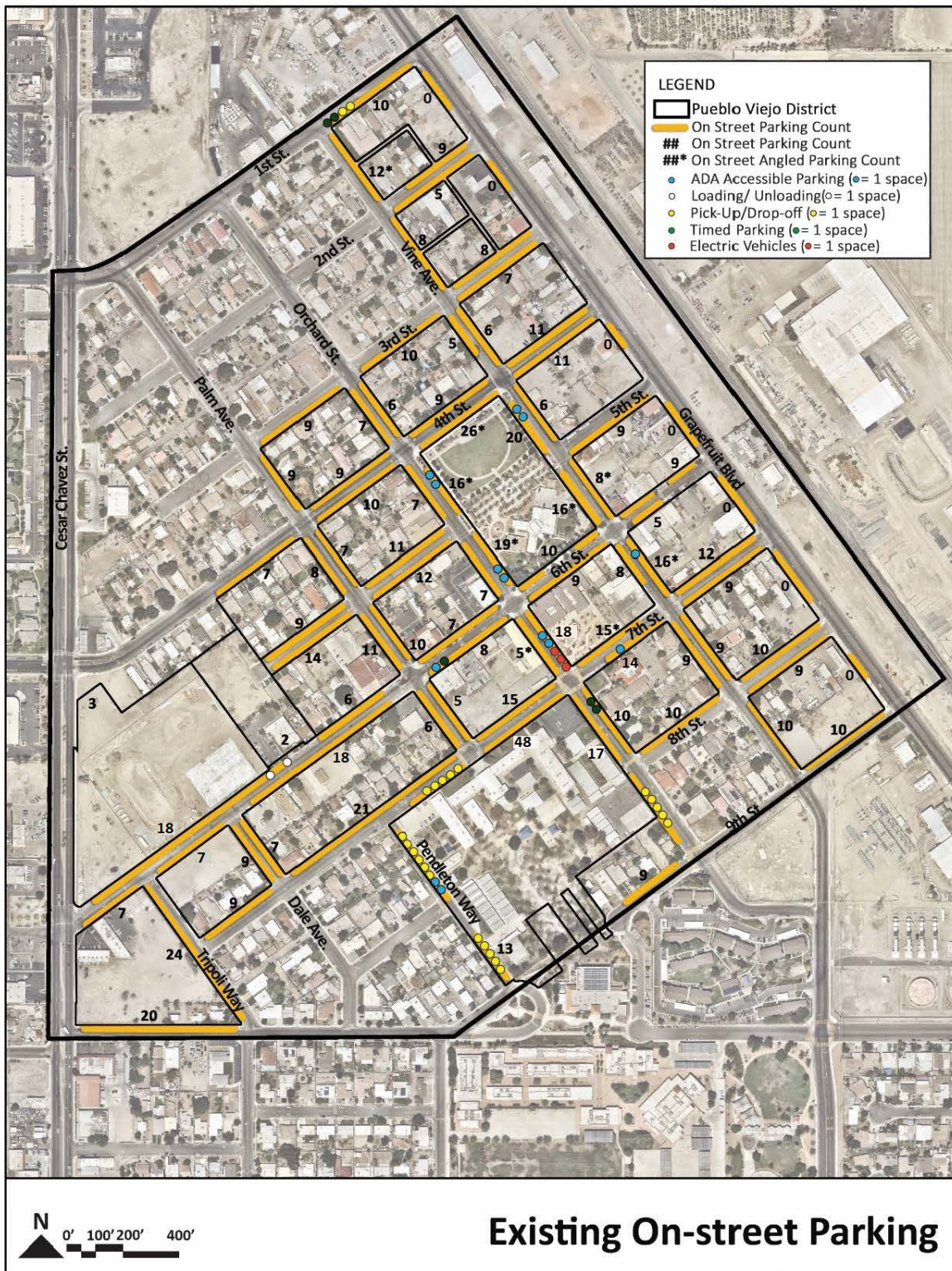






# PARKING STUDY

Figure 2: Existing On- and Off-Street Parking

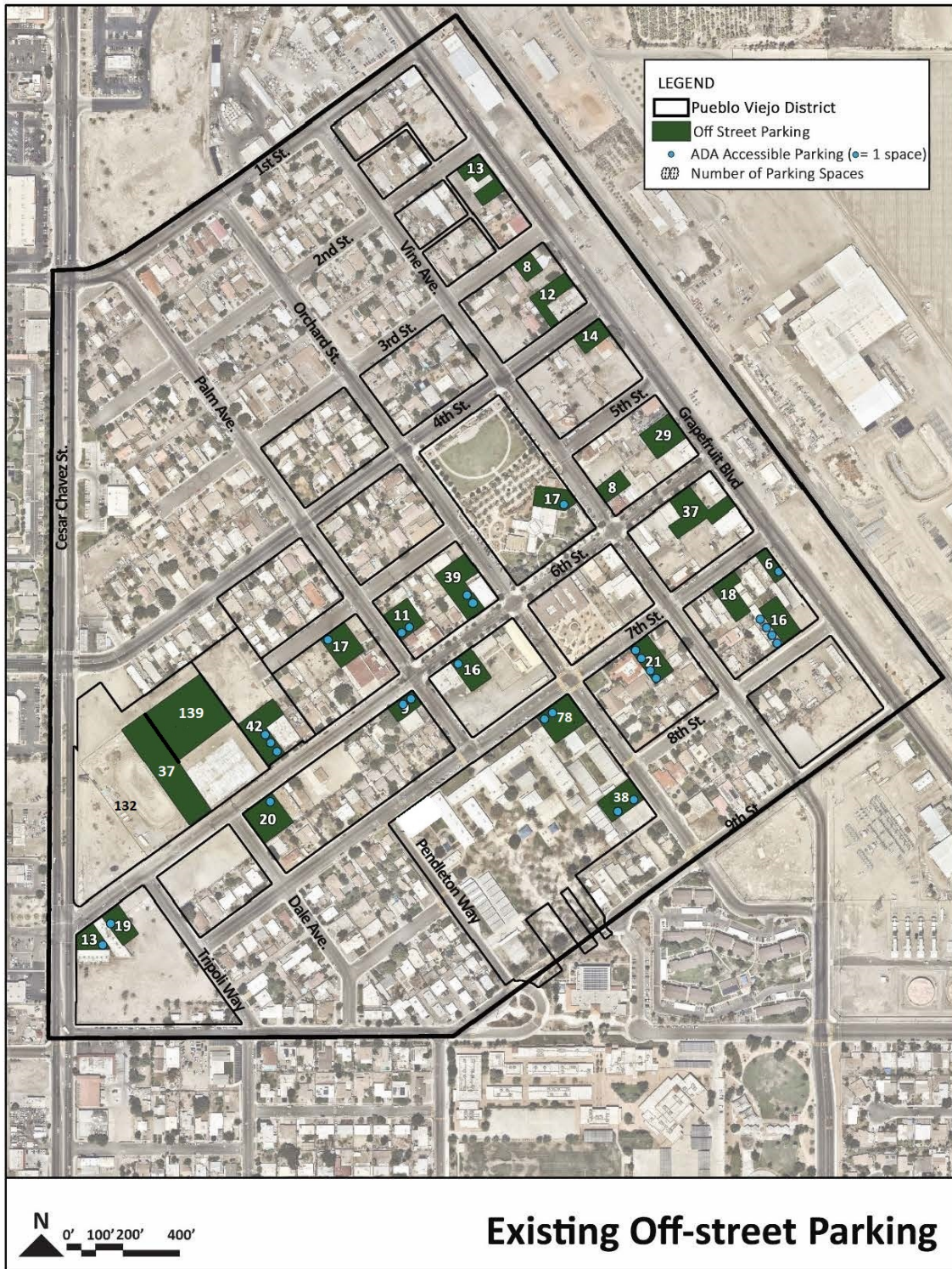






# PARKING STUDY

Figure 4: Existing Off-Street Parking





**Parking Occupancy Data - Tuesday, March 28, 2023**

Block #	Parking Type	7:00 AM	9:00 AM	11:00 AM	1:00 PM	3:00 PM	5:00 PM	
1	Off-Street	0	5	6	5	6	2	
	On-Street	0	5	7	11	7	3	
	Off Supply	14						
	Space Available	14	9	8	9	8	12	
	% Occupied	0%	36%	43%	36%	43%	14%	
	On Supply	17						
	Space Available	17	12	10	6	10	14	
	% Occupied	0%	29%	41%	65%	41%	18%	
	Total Supply	31						
	% Occupied	0%	32%	42%	52%	42%	16%	
2	Off-Street	5	17	14	16	17	15	
	On-Street	4	10	19	17	16	20	
	Off Supply	37						
	Space Available	32	20	23	21	20	22	
	% Occupied	14%	46%	38%	43%	46%	41%	
	On Supply	26						
	Space Available	22	16	7	9	10	6	
	% Occupied	15%	38%	73%	65%	62%	77%	
	Total Supply	63						
	% Occupied	14%	43%	52%	48%	52%	56%	
3	Off-Street	3	5	10	6	5	2	
	On-Street	7	10	10	8	13	12	
	Off Supply	37						
	Space Available	34	32	27	31	32	35	
	% Occupied	8%	14%	27%	16%	14%	5%	
	On Supply	33						
	Space Available	26	23	23	25	20	21	
	% Occupied	21%	30%	30%	24%	39%	36%	
	Total Supply	70						
	% Occupied	14%	21%	29%	20%	26%	20%	
4	Off-Street	13	17	17	17	21	25	
	On-Street	8	8	9	9	10	7	
	Off Supply	40						
	Space Available	27	23	23	23	19	15	
	% Occupied	33%	43%	43%	43%	53%	63%	
	On Supply	28						
	Space Available	20	20	19	19	18	21	
	% Occupied	29%	29%	32%	32%	36%	25%	
	Total Supply	68						

	Space Available	47	43	42	42	37	36
	% Occupied	31%	37%	38%	38%	46%	47%
5	Off-Street	5	8	8	7	9	4
	On-Street	12	37	60	62	58	41
Off Supply		17					
	Space Available	12	9	9	10	8	13
	% Occupied	29%	47%	47%	41%	53%	24%
On Supply		107					
	Space Available	95	70	47	45	49	66
	% Occupied	11%	35%	56%	58%	54%	38%
Total Supply		124					
	Space Available	107	79	56	55	57	79
	% Occupied	14%	36%	55%	56%	54%	36%
6	Off-Street	0	0	0	0	0	0
	On-Street	10	18	33	33	33	17
Off Supply		0					
	Space Available	0	0	0	0	0	0
	% Occupied	0%	0%	0%	0%	0%	0%
On Supply		50					
	Space Available	40	32	17	17	17	33
	% Occupied	20%	36%	66%	66%	66%	34%
Total Supply		50					
	Space Available	40	32	17	17	17	33
	% Occupied	20%	36%	66%	66%	66%	34%
7	Off-Street	0	5	10	7	4	4
	On-Street	7	24	23	0	14	13
Off Supply		21					
	Space Available	21	16	11	14	17	17
	% Occupied	0%	24%	48%	33%	19%	19%
On Supply		43					
	Space Available	36	19	20	43	29	30
	% Occupied	16%	56%	53%	0%	33%	30%
Total Supply		64					
	Space Available	57	35	31	57	46	47
	% Occupied	11%	45%	52%	11%	28%	27%
8	Off-Street	0	0	0	0	0	0
	On-Street	8	10	4	11	8	10
Off Supply		0					
	Space Available	0	0	0	0	0	0
	% Occupied	0%	0%	0%	0%	0%	0%
On Supply		35					
	Space Available	27	25	31	24	27	25
	% Occupied	77%	71%	89%	69%	77%	71%
Total Supply		35					
	Space Available	27	25	31	24	27	25

% Occupied		23%	29%	11%	31%	23%	29%
9	Off-Street	1	14	17	13	12	8
	On-Street	6	6	11	10	9	6
Off Supply		50					
	Space Available	49	36	33	37	38	42
	% Occupied	2%	28%	34%	26%	24%	16%
On Supply		36					
	Space Available	30	30	25	26	27	30
	% Occupied	17%	17%	31%	28%	25%	17%
Total Supply		86					
	Space Available	79	66	58	63	65	72
	% Occupied	8%	23%	33%	27%	24%	16%
10	Off-Street	8	8	10	10	9	5
	On-Street	3	12	11	14	10	3
Off Supply		16					
	Space Available	8	8	6	6	7	11
	% Occupied	50%	50%	63%	63%	56%	31%
On Supply		33					
	Space Available	30	21	22	19	23	30
	% Occupied	9%	36%	33%	42%	30%	9%
Total Supply		49					
	Space Available	38	29	28	25	30	41
	% Occupied	22%	41%	43%	49%	39%	16%
11	Off-Street	9	77	79	56	28	28
	On-Street	6	47	45	41	34	29
Off Supply		116					
	Space Available	107	39	37	60	88	88
	% Occupied	8%	66%	68%	48%	24%	24%
On Supply		87					
	Space Available	81	40	42	46	53	58
	% Occupied	7%	54%	52%	47%	39%	33%
Total Supply		203					
	Space Available	188	79	79	106	141	146
	% Occupied	7%	61%	61%	48%	31%	28%
12	Off-Street	7	5	4	4	4	5
	On-Street	12	11	16	13	10	5
Off Supply		17					
	Space Available	10	12	13	13	13	12
	% Occupied	41%	29%	24%	24%	24%	29%
On Supply		31					
	Space Available	19	20	15	18	21	26
	% Occupied	39%	35%	52%	42%	32%	16%
Total Supply		48					
	Space Available	29	32	28	31	34	38
	% Occupied	40%	33%	42%	35%	29%	21%

13	Off-Street	2	9	16	12	13	14
	On-Street	13	13	19	14	12	12
	Off Supply	29					
	Space Available	27	20	13	17	16	15
	% Occupied	7%	31%	55%	41%	45%	48%
	On Supply	52					
	Space Available	39	39	33	38	40	40
	% Occupied	25%	25%	37%	27%	23%	23%
	Total Supply	81					
	Space Available	66	59	46	55	56	55
% Occupied	19%	27%	43%	32%	31%	32%	
14	Off-Street	6	18	22	13	18	7
	On-Street	2	2	2	2	0	2
	Off Supply	42					
	Space Available	36	24	20	29	24	35
	% Occupied	14%	43%	52%	31%	43%	17%
	On Supply	2					
	Space Available	0	0	0	0	2	0
	% Occupied	100%	100%	100%	100%	0%	100%
	Total Supply	44					
	Space Available	36	24	20	29	26	35
% Occupied	18%	45%	55%	34%	41%	20%	
15	Off-Street	78	73	74	63	67	82
	On-Street	4	4	3	5	5	5
	Off Supply	169					
	Space Available	91	96	95	106	102	87
	% Occupied	46%	43%	44%	37%	40%	49%
	On Supply	18					
	Space Available	14	14	15	13	13	13
	% Occupied	22%	22%	17%	28%	28%	28%
	Total Supply	187					
	Space Available	105	110	110	119	115	100
% Occupied	44%	41%	41%	36%	39%	47%	
16	Off-Street	0	0	0	0	0	0
	On-Street	4	5	6	4	4	5
	Off Supply	0					
	Space Available	0	0	0	0	0	0
	% Occupied	0%	0%	0%	0%	0%	0%
	On Supply	25					
	Space Available	21	20	19	21	21	20
	% Occupied	16%	20%	24%	16%	16%	20%
	Total Supply	25					
	Space Available	21	20	19	21	21	20
% Occupied	16%	20%	24%	16%	16%	20%	
17	Off-Street	2	2	9	9	7	7
	On-Street						

	On-Street	0	4	4	2	5	5
Off Supply	32						
Space Available		30	30	23	23	25	25
% Occupied		6%	6%	28%	28%	22%	22%
On Supply	51						
Space Available		51	47	47	49	46	46
% Occupied		0%	8%	8%	4%	10%	10%
Total Supply	83						
Space Available		81	77	70	72	71	71
% Occupied		2%	7%	16%	13%	14%	14%
18	Off-Street	12	12	12	12	12	12
	On-Street	3	6	5	7	7	4
Off Supply	20						
Space Available		8	8	8	8	8	8
% Occupied		60%	60%	60%	60%	60%	60%
On Supply	24						
Space Available		21	18	19	17	17	20
% Occupied		13%	25%	21%	29%	29%	17%
Total Supply	44						
Space Available		29	26	27	25	25	28
% Occupied		34%	41%	39%	43%	43%	36%
19	Off-Street	0	0	0	0	0	0
	On-Street	12	8	10	11	10	12
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	30						
Space Available		18	22	20	19	20	18
% Occupied		40%	27%	33%	37%	33%	40%
Total Supply	30						
Space Available		18	22	20	19	20	18
% Occupied		40%	27%	33%	37%	33%	40%
20	Off-Street	0	0	0	0	0	0
	On-Street	6	8	7	7	11	11
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	24						
Space Available		18	16	17	17	13	13
% Occupied		25%	33%	29%	29%	46%	46%
Total Supply	24						
Space Available		18	16	17	17	13	13
% Occupied		25%	33%	29%	29%	46%	46%
21	Off-Street	1	1	4	4	3	4
	On-Street	4	7	4	5	6	5

Off Supply	13						
Space Available		12	12	9	9	10	9
% Occupied		8%	8%	31%	31%	23%	31%
On Supply	21						
Space Available		17	14	17	16	15	16
% Occupied		19%	33%	19%	24%	29%	24%
Total Supply	34						
Space Available		29	26	26	25	25	25
% Occupied		15%	24%	24%	26%	26%	26%
22	Off-Street	0	0	0	0	0	0
	On-Street	5	18	9	16	12	17
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	31						
Space Available		26	13	22	15	19	14
% Occupied		16%	58%	29%	52%	39%	55%
Total Supply	31						
Space Available		26	13	22	15	19	14
% Occupied		16%	58%	29%	52%	39%	55%
23	Off-Street	0	0	0	0	0	0
	On-Street	7	6	6	9	11	13
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	29						
Space Available		22	23	23	20	18	16
% Occupied		24%	21%	21%	31%	38%	45%
Total Supply	29						
Space Available		22	23	23	20	18	16
% Occupied		24%	21%	21%	31%	38%	45%
24	Off-Street	0	0	0	0	0	0
	On-Street	14	13	11	11	13	16
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	34						
Space Available		20	21	23	23	21	18
% Occupied		41%	38%	32%	32%	38%	47%
Total Supply	34						
Space Available		20	21	23	23	21	18
% Occupied		41%	38%	32%	32%	38%	47%

<b>Sixth Street On-Street Parking (Cesar Chavez to Grapefruit)</b>							
	<b>Parking Type</b>	<b>7:00 AM</b>	<b>9:00 AM</b>	<b>11:00 AM</b>	<b>1:00 PM</b>	<b>3:00 PM</b>	<b>5:00 PM</b>
	On-Street	29	37	51	41	39	32
Total Supply	106						
Space Available		77	69	55	65	67	74
% Occupied		27%	35%	48%	39%	37%	30%

<b>Total Supply</b>								
	<b>Parking Type</b>	<b>7:00 AM</b>	<b>9:00 AM</b>	<b>11:00 AM</b>	<b>1:00 PM</b>	<b>3:00 PM</b>	<b>5:00 PM</b>	
Off Supply	Off-Street	152	276	312	254	235	224	
	On-Street	157	292	334	322	318	273	
	670							
Space Available		518	394	358	416	435	446	
% Occupied		23%	41%	47%	38%	35%	33%	
On Supply	867							
	Space Available		710	575	533	545	549	594
	% Occupied		18%	34%	39%	37%	37%	31%
Total Supply	1537							
	Space Available		1228	969	891	961	984	1040
	% Occupied		20%	37%	42%	37%	36%	32%

<b>Sixth Street On-Street Parking (Orchard to Vine St)</b>							
	<b>Parking Type</b>	<b>7:00 AM</b>	<b>9:00 AM</b>	<b>11:00 AM</b>	<b>1:00 PM</b>	<b>3:00 PM</b>	<b>5:00 PM</b>
	On-Street	9	11	14	16	17	9
Total Supply	19						
Space Available		10	8	5	3	2	10
% Occupied		47%	58%	74%	84%	89%	47%

## Parking Occupancy Data - Friday, April 21, 2023

Block #	Parking Type	7:00 AM	9:00 AM	11:00 AM	1:00 PM	3:00 PM	5:00 PM	
1	Off-Street	0	6	5	5	5	1	
	On-Street	0	7	9	14	8	4	
	Off Supply	14						
	Space Available	14	8	9	9	9	13	
	% Occupied	0%	43%	36%	36%	36%	7%	
	On Supply	17						
	Space Available	17	10	8	3	9	13	
	% Occupied	0%	41%	53%	82%	47%	24%	
	Total Supply	31						
	% Occupied	0%	42%	45%	61%	42%	16%	
2	Off-Street	11	15	14	13	13	13	
	On-Street	4	19	18	10	19	17	
	Off Supply	37						
	Space Available	26	22	23	24	24	24	
	% Occupied	30%	41%	38%	35%	35%	35%	
	On Supply	26						
	Space Available	22	7	8	16	7	9	
	% Occupied	15%	73%	69%	38%	73%	65%	
	Total Supply	63						
	% Occupied	24%	54%	51%	63%	51%	48%	
3	Off-Street	2	2	5	6	8	3	
	On-Street	8	12	16	15	13	12	
	Off Supply	37						
	Space Available	35	35	32	31	29	34	
	% Occupied	5%	5%	14%	16%	22%	8%	
	On Supply	33						
	Space Available	25	21	17	18	20	21	
	% Occupied	24%	36%	48%	45%	39%	36%	
	Total Supply	70						
	% Occupied	14%	20%	30%	30%	30%	21%	
4	Off-Street	20	22	22	18	19	23	
	On-Street	6	6	16	6	4	4	
	Off Supply	40						
	Space Available	20	18	18	22	21	17	
	% Occupied	50%	55%	55%	45%	48%	58%	
	On Supply	28						
	Space Available	22	22	12	22	24	24	
	% Occupied	21%	21%	57%	21%	14%	14%	
	Total Supply	68						



	Space Available	42	40	30	44	45	41
	% Occupied	38%	41%	56%	35%	34%	40%
5	Off-Street	3	1	4	5	2	4
	On-Street	20	35	47	47	17	26
Off Supply		17					
	Space Available	14	16	13	12	15	13
	% Occupied	18%	6%	24%	29%	12%	24%
On Supply		107					
	Space Available	87	72	60	60	90	81
	% Occupied	19%	33%	44%	44%	16%	24%
Total Supply		124					
	Space Available	101	88	73	72	105	94
	% Occupied	19%	29%	41%	42%	15%	24%
6	Off-Street	0	0	0	0	0	0
	On-Street	9	41	37	20	13	4
Off Supply		0					
	Space Available	0	0	0	0	0	0
	% Occupied	0%	0%	0%	0%	0%	0%
On Supply		50					
	Space Available	41	9	13	30	37	46
	% Occupied	18%	82%	74%	40%	26%	8%
Total Supply		50					
	Space Available	41	9	13	30	37	46
	% Occupied	18%	82%	74%	40%	26%	8%
7	Off-Street	0	6	12	6	2	0
	On-Street	10	32	29	16	13	8
Off Supply		21					
	Space Available	21	15	9	15	19	21
	% Occupied	0%	29%	57%	29%	10%	0%
On Supply		43					
	Space Available	33	11	14	27	30	35
	% Occupied	23%	74%	67%	37%	30%	19%
Total Supply		64					
	Space Available	54	26	23	42	49	56
	% Occupied	16%	59%	64%	34%	23%	13%
8	Off-Street	0	0	0	0	0	0
	On-Street	13	11	7	8	14	10
Off Supply		0					
	Space Available	0	0	0	0	0	0
	% Occupied	0%	0%	0%	0%	0%	0%
On Supply		35					
	Space Available	22	24	28	27	21	25
	% Occupied	63%	69%	80%	77%	60%	71%
Total Supply		35					
	Space Available	22	24	28	27	21	25

	% Occupied	37%	31%	20%	23%	40%	29%
9	Off-Street	12	19	20	23	21	12
	On-Street	5	10	10	13	11	6
Off Supply		50					
	Space Available	38	31	30	27	29	38
	% Occupied	24%	38%	40%	46%	42%	24%
On Supply		36					
	Space Available	31	26	26	23	25	30
	% Occupied	14%	28%	28%	36%	31%	17%
Total Supply		86					
	Space Available	69	57	56	50	54	68
	% Occupied	20%	34%	35%	42%	37%	21%
10	Off-Street	7	7	5	10	10	3
	On-Street	5	13	12	9	8	6
Off Supply		16					
	Space Available	9	9	11	6	6	13
	% Occupied	44%	44%	31%	63%	63%	19%
On Supply		33					
	Space Available	28	20	21	24	25	27
	% Occupied	15%	39%	36%	27%	24%	18%
Total Supply		49					
	Space Available	37	29	32	30	31	40
	% Occupied	24%	41%	35%	39%	37%	18%
11	Off-Street	7	71	65	49	27	12
	On-Street	8	45	45	38	33	11
Off Supply		116					
	Space Available	109	45	51	67	89	104
	% Occupied	6%	61%	56%	42%	23%	10%
On Supply		87					
	Space Available	79	42	42	49	54	76
	% Occupied	9%	52%	52%	44%	38%	13%
Total Supply		203					
	Space Available	188	87	93	116	143	180
	% Occupied	7%	57%	54%	43%	30%	11%
12	Off-Street	5	5	5	4	4	4
	On-Street	8	13	10	11	6	9
Off Supply		17					
	Space Available	12	12	12	13	13	13
	% Occupied	29%	29%	29%	24%	24%	24%
On Supply		31					
	Space Available	23	18	21	20	25	22
	% Occupied	26%	42%	32%	35%	19%	29%
Total Supply		48					
	Space Available	35	30	33	33	38	35
	% Occupied	27%	38%	31%	31%	21%	27%

13	Off-Street	2	10	14	20	10	14
	On-Street	11	16	15	18	14	14
	Off Supply	29					
	Space Available	27	19	15	9	19	15
	% Occupied	7%	34%	48%	69%	34%	48%
	On Supply	52					
	Space Available	41	36	37	34	38	38
	% Occupied	21%	31%	29%	35%	27%	27%
	Total Supply	81					
	Space Available	68	55	52	43	57	53
% Occupied	16%	32%	36%	47%	30%	35%	
14	Off-Street	4	15	21	12	14	3
	On-Street	2	2	2	1	0	0
	Off Supply	42					
	Space Available	38	27	21	30	28	39
	% Occupied	10%	36%	50%	29%	33%	7%
	On Supply	2					
	Space Available	0	0	0	1	2	2
	% Occupied	100%	100%	100%	50%	0%	0%
	Total Supply	44					
	Space Available	38	27	21	31	30	41
% Occupied	14%	39%	52%	30%	32%	7%	
15	Off-Street	80	71	66	62	63	72
	On-Street	5	3	7	5	4	3
	Off Supply	169					
	Space Available	89	98	103	107	106	97
	% Occupied	47%	42%	39%	37%	37%	43%
	On Supply	18					
	Space Available	13	15	11	13	14	15
	% Occupied	28%	17%	39%	28%	22%	17%
	Total Supply	187					
	Space Available	102	113	114	120	120	112
% Occupied	45%	40%	39%	36%	36%	40%	
16	Off-Street	0	0	0	0	0	0
	On-Street	2	6	6	4	7	8
	Off Supply	0					
	Space Available	0	0	0	0	0	0
	% Occupied	0%	0%	0%	0%	0%	0%
	On Supply	25					
	Space Available	23	19	19	21	18	17
	% Occupied	8%	24%	24%	16%	28%	32%
	Total Supply	25					
	Space Available	23	19	19	21	18	17
% Occupied	8%	24%	24%	16%	28%	32%	
17	Off-Street	2	8	11	8	10	8
	On-Street						

	On-Street	3	4	5	2	2	3
Off Supply		32					
Space Available		30	24	21	24	22	24
% Occupied		6%	25%	34%	25%	31%	25%
On Supply		51					
Space Available		48	47	46	49	49	48
% Occupied		6%	8%	10%	4%	4%	6%
Total Supply		83					
Space Available		78	71	67	73	71	72
% Occupied		6%	14%	19%	12%	14%	13%
18	Off-Street	12	12	13	17	13	12
	On-Street	3	15	4	4	4	3
Off Supply		20					
Space Available		8	8	7	3	7	8
% Occupied		60%	60%	65%	85%	65%	60%
On Supply		24					
Space Available		21	9	20	20	20	21
% Occupied		13%	63%	17%	17%	17%	13%
Total Supply		44					
Space Available		29	17	27	23	27	29
% Occupied		34%	61%	39%	48%	39%	34%
19	Off-Street	0	0	0	0	0	0
	On-Street	11	10	11	11	13	12
Off Supply		0					
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply		30					
Space Available		19	20	19	19	17	18
% Occupied		37%	33%	37%	37%	43%	40%
Total Supply		30					
Space Available		19	20	19	19	17	18
% Occupied		37%	33%	37%	37%	43%	40%
20	Off-Street	0	0	0	0	0	0
	On-Street	11	9	13	11	11	15
Off Supply		0					
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply		24					
Space Available		13	15	11	13	13	9
% Occupied		46%	38%	54%	46%	46%	63%
Total Supply		24					
Space Available		13	15	11	13	13	9
% Occupied		46%	38%	54%	46%	46%	63%
21	Off-Street	0	0	3	4	7	4
	On-Street	3	11	3	7	3	6

Off Supply	13						
Space Available		13	13	10	9	6	9
% Occupied		0%	0%	23%	31%	54%	31%
On Supply	21						
Space Available		18	10	18	14	18	15
% Occupied		14%	52%	14%	33%	14%	29%
Total Supply	34						
Space Available		31	23	28	23	24	24
% Occupied		9%	32%	18%	32%	29%	29%
22	Off-Street	0	0	0	0	0	0
	On-Street	10	19	13	15	11	13
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	31						
Space Available		21	12	18	16	20	18
% Occupied		32%	61%	42%	48%	35%	42%
Total Supply	31						
Space Available		21	12	18	16	20	18
% Occupied		32%	61%	42%	48%	35%	42%
23	Off-Street	0	0	0	0	0	0
	On-Street	11	10	10	10	11	11
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	29						
Space Available		18	19	19	19	18	18
% Occupied		38%	34%	34%	34%	38%	38%
Total Supply	29						
Space Available		18	19	19	19	18	18
% Occupied		38%	34%	34%	34%	38%	38%
24	Off-Street	0	0	0	0	0	0
	On-Street	14	11	13	14	15	13
Off Supply	0						
Space Available		0	0	0	0	0	0
% Occupied		0%	0%	0%	0%	0%	0%
On Supply	34						
Space Available		20	23	21	20	19	21
% Occupied		41%	32%	38%	41%	44%	38%
Total Supply	34						
Space Available		20	23	21	20	19	21
% Occupied		41%	32%	38%	41%	44%	38%

<b>Sixth Street On-Street Parking (Cesar Chavez to Grapefruit)</b>							
	<b>Parking Type</b>	<b>7:00 AM</b>	<b>9:00 AM</b>	<b>11:00 AM</b>	<b>1:00 PM</b>	<b>3:00 PM</b>	<b>5:00 PM</b>
	On-Street	28	49	49	47	39	22
Total Supply	106						
Space Available		78	57	57	59	67	84
% Occupied		26%	46%	46%	44%	37%	21%

<b>Total Supply</b>								
	<b>Parking Type</b>	<b>7:00 AM</b>	<b>9:00 AM</b>	<b>11:00 AM</b>	<b>1:00 PM</b>	<b>3:00 PM</b>	<b>5:00 PM</b>	
Off Supply	Off-Street	167	270	285	262	228	188	
	On-Street	182	360	358	309	254	218	
	670							
Space Available		503	400	385	408	442	482	
% Occupied		25%	40%	43%	39%	34%	28%	
On Supply	867							
	Space Available		685	507	509	558	613	649
	% Occupied		21%	42%	41%	36%	29%	25%
Total Supply	1537							
	Space Available		1188	907	894	966	1055	1131
	% Occupied		23%	41%	42%	37%	31%	26%

<b>Sixth Street On-Street Parking (Orchard to Vine St)</b>							
	<b>Parking Type</b>	<b>7:00 AM</b>	<b>9:00 AM</b>	<b>11:00 AM</b>	<b>1:00 PM</b>	<b>3:00 PM</b>	<b>5:00 PM</b>
	On-Street	10	16	12	11	12	3
Total Supply	19						
Space Available		9	3	7	8	7	16
% Occupied		53%	84%	63%	58%	63%	16%

# Parking Limit Signs

