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

# AGENDA

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

**September 08, 2021**
6:00 PM Regular Meeting

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Pursuant to Executive Order N-29-20, this meeting may be conducted by teleconference/electronically

Meeting options will be either in-person or via Zoom:

| | |
|---|---|
| In-Person Meeting Location:<br><br>Coachella City Hall Council Chamber<br>1515 Sixth Street<br>Coachella, CA | **If you would like to attend the meeting via Zoom, here is the link:**<br><br>**https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09**<br>Passcode: 606140<br>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#<br>Or Telephone:<br>US: +1 669 900 6833<br>**Webinar ID: 884 5727 1898**<br>**Passcode: 606140** |

- Public comments may be received **either in person, via email, or telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required.
  - **Or,** you may leave a message at **(760) 262-6240 before 5:30 p.m.** on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at **www.coachella.org**, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

**Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

## CALL TO ORDER:

## ROLL CALL:

**APPROVAL OF AGENDA:**

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

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:**

1. Special Meeting Minutes of a Coachella City Council Study Session held on August 25, 2021.

2. Regular Meeting Minutes of August 25, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

**PROCLAMATIONS/PRESENTATIONS:**

3. Recognition of the Coachella FC (Futbol Club) Girls Soccer Team Achievement

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

5. Coachella Community Center Feasibility Study Presentation

**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.)

6. Voucher Listing — EFT's/Utility Billing Refunds/FY 2020-21 and 2021-22 Expenditures as of September 8, 2021, $3,772,076.46.

7. Ordinance No. 1186 approving Change of Zone No. 21-01 to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.74 acre developed parcel located at 86705 Avenue 54, APN 764-280-010 (Adriana Gonzalez), Applicant. *(Second Reading)*.

8. Adopt Resolution No. 2021-54 in Support of Assembly Bill 1400 to Establish the California Guaranteed Health Care for All Act and Create CalCare, a Single-Payer Health Insurance Program for all California Residents

9. Resolution No. 2021-58, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 36872

10. Authorize extension of Youth Commission Application deadline to October 5, 2021.

11. Authorizing the City Manager to Execute Agreement between the County of Riverside and the City of Coachella for Avenue 52 Joint Paving Project, City Project ST-129

12. Approve Awarding a Contract for the Replacement of 800 Domestic Consumption Meters to J.C. Tuckmar Inc, in the amount of $78,040.00 plus 10% contingency.

13. Authorization to Submit a Proposal for the California Resilience Challenge

14. Approve a Memorandum of Understanding between the City of Coachella and the County of Riverside Department of Environmental Health for the Local Agency Management Program

15. Investment Report – May 2021

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

16. Resolution No. 2021-55 Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Bargaining Unit

17. Resolution No. 2021-56 Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Confidential Mid-Management Employees Bargaining Unit

18. Resolution No. 2021-57 Approving Amendments to the City of Coachella Management Employee Compensation Plan

19. Resolution No. WA-2021-09, Authorizing Coachella Water Authority staff to undertake the bond issuance process to refinance the outstanding bonds of the Coachella Water Authority (Authority) and procure new financing with the expected interest savings for needed capital improvements.

20. Authorize execution of Agreement for Emergency Services Coordinator Services between the County of Riverside and the City of Coachella.

21. Authorize the City of Coachella's Tacos, Tequila and Chavelas Festival budget and beer garden:
    1. Authorize appropriation of The City of Coachella's Tacos, Tequila and Chavelas event budget of $65,000.00 from Undesignated City General Fund Reserves; and
    2. Approval for operation of a beer garden on October 23, 2021 in Veterans Park from 4pm to 8pm.

22. Sponsorship of Raices Cultura for 2021 Dia de los Muertos Celebration in the Amount of $15,000

23. 2021 Synergy Music and Arts Festival Sponsorship:
    1. Sponsorship request for Culturas Music & Arts for $6,000.00 for the 2021 Synergy Music and Arts Festival; and
    2. Approval for operation of a beer garden by Culturas Music & Arts on November 13, 2021 at Dateland Park from 12pm to 7pm; and
    3. Authorize appropriation of Synergy Music and Arts Festival event budget of $19,000.00 from Undesignated City General Fund Reserves.

24. Authorize appropriation from Undesignated General Fund Reserves for the Holiday Tree Lighting Event in the amount of $45,000 and award of a professional services agreement not to exceed $35,000 to The Christmas Kings.

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

None.

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

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

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

*Complete Agenda Packets are available for public inspection on the City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

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

# MINUTES

OF A SPECIAL MEETING
COACHELLA CITY COUNCIL
**STUDY SESSION**

**August 25, 2021**
4:30 PM

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**CALL TO ORDER:**

The Study Session of the City Council of the City of Coachella began at 4:36 p.m.

**ATTENDANCE:**

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez *(arrived at 5:21 p.m.)*, and Mayor Hernandez.

City Clerk Zepeda.

Absent: City Treasurer Aviles.

**Pursuant to Executive Orders N-29-20 and N-08-21 pertaining to the coronavirus/COVID-19, this meeting was conducted both in-person and via teleconference/electronically.**

**STUDY SESSION ITEMS:**

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

1. American Rescue Plan Funds

**ADJOURNMENT:**

There being no further business, the meeting concluded at 5:43 p.m.

Respectfully submitted,

Angela M. Zepeda
City Clerk

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

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# MINUTES

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

**August 25, 2021**
5:30 PM Closed Session
6:00 PM Regular Meeting

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**CALL TO ORDER: - 5:30 P.M.**

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:43 p.m. by Mayor Hernandez.

**ROLL CALL:**

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

City Treasurer Aviles, and City Clerk Zepeda

Absent: None.

**Pursuant to Executive Orders N-29-20 and N-08-21 pertaining to the coronavirus/COVID-19, this meeting was conducted both in-person and via teleconference/electronically.**

**APPROVAL OF AGENDA:**

City Manager Martin asked Council to move the Public Hearing items up on the agenda to before Consent.

Motion: To approve the agenda as amended

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

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

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

- Written communication from Jacob Alvarez pertaining to Item 1 on the agenda was received and read.
- Yesenia Becerril

**ADJOURN TO CLOSED SESSION:**

Council adjourned into Closed Session at 5:56 p.m. to discuss the following items:

1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

   City Labor Negotiator: City Manager Gabriel Martin; Human Resources Manager Sandy Krause; Public Works Director Maritza Martinez; and Finance Director Nathan Statham

   Employee Organization: Teamsters Local 1932 Representing Mid-Management Employees

2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

   City Labor Negotiator: City Manager Gabriel Martin; Human Resources Manager Sandy Krause; Public Works Director Maritza Martinez; and Finance Director Nathan Statham

   Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees

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

The City Council reconvened into open session at 6:35 p.m.

**PLEDGE OF ALLEGIANCE:**

Finance Director Nathan Statham led the Pledge of Allegiance.

**CLOSED SESSION ANNOUNCEMENTS:**

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

**APPROVAL OF MINUTES:**

3. Special Meeting Minutes of July 12, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

4. Regular Meeting Minutes of July 14, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

5. Regular Meeting Minutes of July 28, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

6. Special Meeting Minutes of August 4, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

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

**PROCLAMATIONS/PRESENTATIONS:**

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

**WRITTEN COMMUNICATIONS:**

Written communication received will be announced as the item comes forward for discussion.

***Public Hearing*** *Items were moved up on the agenda to before the Consent Calendar:*

21. Resolution No. 2021-52, Tentative Parcel Map No. 37758 and Variance 21-05, a request to allow the subdivision of an existing approximately 9 acre site into two parcels located on the northeast corner of Van Buren Street and 51st Avenue. (APN 768-050-001) (Applicant: Gregorio C. Cervantes)

Public Comment: Gregorio Cervantes (applicant) via Zoom

Mayor Hernandez re-opened the Public Hearing for Item 21 at 7:05 p.m.

Public Comment: No further comments during Public Hearing

Mayor Hernandez closed the Public Hearing for Item 21 at 7:06 p.m.

Motion: To approve per staff recommendation

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

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

22. Coachella Releaf

    1) Resolution No. 2021-53 approving Conditional Use Permit 337 to convert an existing 3,800 square foot industrial suite within a 31,600 sq. ft. multi-tenant industrial building into a storefront retail microbusiness at 86705 Avenue 54 and Variance No. 21-01 to allow the proposed Industrial Park Overlay Zone on less than a 10-acre project area, individual lot less than 5 acres, and a lot depth less than 220 feet.
    2) Ordinance No. 1186 approving Change of Zone No. 21-01 to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.74 acre developed parcel located at 86705 Avenue 54, APN 764-280-010 *(First Reading).*

    Mayor Hernandez re-opened the Public Hearing for Item 22 at 7:15 p.m.

    Public Comment: Adriana Gonzalez (applicant) via Zoom

    Mayor Hernandez closed the Public Hearing for Item 22 at 7:17 p.m.

    Motion: To approve per staff recommendation, read title only and pass to second reading

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

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

*(After the Public Hearing items, Council returned to the agenda at this point.)*

**CONSENT CALENDAR:**

8. Voucher Listing — EFT's/Utility Billing Refunds/FY 2020-21 and 2021-22 Expenditures as of August 25, 2021, $4,444,946.10.

9. Ordinance No. 1171 amending various provisions of the Coachella Municipal Code regarding Interim Outdoor Commercial Cannabis Cultivation in the City's Agricultural Sector. City-Initiated. *(Second Reading)*

10. Ordinance No. 1182, Updates to the Hotel Operations Incentive Program *(Second Reading)*

11. Resolution 2021-51 Approving the Creation and Funding for a Full-Time Construction Project Coordinator

12. Reimbursement Agreement between City of Coachella and Paul Pavao for procurement of city consultants for the proposed annexation and development of 38.68 acres (APN 603-090-008).

13. Investment Report – April 2021

14. Quarterly Reports

| | |
|---|---|
| Motion: | To approve per staff recommendation, Consent Calendar Items 8 through 14, |
| Made by: | Councilmember Galarza |
| Seconded by: | Mayor Pro Tem Gonzalez |
| Approved: | 5-0, by the following roll call vote: |
| AYES: | Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez. |
| NOES: | None. |
| ABSTAIN: | None. |
| ABSENT: | None. |

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

15. Ordinance No. 1178 approving Change of Zone No. 20-04 to add the R-C (Retail Cannabis) Overlay Zone to the existing C-G (General Commercial) Zone on property located at 46-156 Dillon Road. Coachella Can, LLC (Armen Paronyan), Applicant. *(Second Reading)*.

| | |
|---|---|
| Motion: | To approve per staff recommendation |
| Made by: | Mayor Hernandez |
| Seconded by: | Councilmember Beaman Jacinto |
| Approved: | 5-0, by the following roll call vote: |
| AYES: | Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez. |
| NOES: | None. |
| ABSTAIN: | None. |
| ABSENT: | None. |

16. Ordinance No. 1185 Regarding Labor Peace Agreement Requirements for Cannabis Businesses *(First Reading)*

| | |
|---|---|
| Public Comments: | Aron Velarde via Zoom – In Support<br>Ana Gaeta w/UFCW Local 1167 08/25/2021 1:36 PM – In Support<br>Michael Milan, APALA IE Chapter 8/25/2021 5:33 PM – In Support |

*(Continued)*

*(Ordinance No. 1185, continued from previous page.)*

| | |
|---|---|
| Motion: | To approve and amend requirement for cannabis operators from five (5) to ten (10) or more employees |
| Made by: | Councilmember Galarza |
| Seconded by: | Councilmember Beaman Jacinto |
| Approved: | 4-0-1, by the following roll call vote: |
| AYES: | Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Pro Tem Gonzalez. |
| NOES: | None. |
| ABSTAIN: | Mayor Hernandez. |
| ABSENT: | None. |

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

| | |
|---|---|
| Motion: | To appoint **Denise Delgado** as the Voting Delegate; and<br>Appoint **Josie Gonzalez** as the Alternate Voting Delegate. |
| Made by: | Mayor Hernandez |
| Seconded by: | Councilmember Galarza |
| Approved: | 5-0, by the following roll call vote: |
| AYES: | Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez. |
| NOES: | None. |
| ABSTAIN: | None. |
| ABSENT: | None. |

18. Approve execution of lease between City of Coachella and Desert Community College District for property located at 1538 Seventh Street; authorize non-substantive changes as authorized by City Attorney.

| | |
|---|---|
| Motion: | To approve lease and bring back item of resolution of support for a COD campus in Coachella |
| Made by: | Mayor Hernandez |
| Seconded by: | Councilmember Galarza |
| Approved: | 5-0, by the following roll call vote: |
| AYES: | Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez. |
| NOES: | None. |
| ABSTAIN: | None. |
| ABSENT: | None. |

19. Sponsorship of Run With Los Muertos Event:
    1) Sponsorship request from Eventscape International, Inc. for $35,000.00 for the 2021 Run With Los Muertos Event; and
    2) Approval for operation of a Beer Garden by Raices Culturas on November 6, 2021 in Downton Sixth Street from 5:00 p.m. to midnight; and
    3) Allocate $5,000 to Raices for the event; and
    4) Authorize appropriation of Run With Los Muertos event budget of $55,000.00 from Undesignated City General Fund Reserves *(Inclusive of above, plus $15,000 for in-kind services).*

| | |
|---|---|
| Public Comment: | Tizoc DeAztlan (applicant) |
| Motion: | To approve with the above modifications |
| Made by: | Councilmember Galarza |
| Seconded by: | Mayor Pro Tem Gonzalez |
| Approved: | 5-0, by the following roll call vote: |
| AYES: | Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez. |
| NOES: | None. |
| ABSTAIN: | None. |
| ABSENT: | None. |

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

1. Melanie (via Zoom)

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

20. Cannabis Social Equity Assessment

| | |
|---|---|
| Motion: | To receive and file |
| Made by: | Mayor Hernandez |
| Seconded by: | Councilmember Beaman Jacinto |
| Approved: | 5-0, by a unanimous voice vote |

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

*Public Hearing Items 21 and 22 were moved up on the agenda, see pages 3 and 4 respectively.*

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

*With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 7). There were no further comments at this time.*

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 10:09 p.m.

Respectfully submitted,

Angela M. Zepeda, City Clerk

# CITY OF COACHELLA
## CALIFORNIA

# Proclamation

**WHEREAS,** the Coachella FC (Futbol Club) girls soccer team achieved outstanding success in the 2021 season, with a team of 20 young women ages 13 – 14, who have a winning spirt and a focus on teamwork; and

**WHEREAS,** from May 8 - June 6, 2021, in Temecula, California, at the Cal South President's State Cup, the girls won all five games, scored 17 goals and only allowed two; and

**WHEREAS,** by winning the State Cup, they qualified to the Far West President's Cup (Regional Championships) in Salt Lake City, Utah, from June 16 – 20, 2021, where they faced other state champions from the West region. The girls won four games and tied one; and

**WHEREAS,** they scored 11 goals and only allowed two during this competition. They beat the state champions from Idaho, Arizona, Utah, and Montana in the process; and

**WHEREAS,** by winning the regional championships, they qualified for the USYS National President's Cup in Des Moines, Iowa. This competition took place from July 7- July 11, 2021; and

**WHEREAS,** the girls made it all the way to the National Championship game, where they were defeated 4-1 by a very talented team from Illinois; and

**WHEREAS,** Coachella FC soccer team was able to climb the pinnacle of success because of the support shown by the parents of the team's members, the on-field work of players Sarah Alvarado, Coralie Cambron, Neveah Cruz, Briana Espinoza, Charlii Gonzalez, Sienna Ianni, Taylor Leon, Natalie Lopez, Isabella Mandragon, Briana Mejia, Kimberly Mills, Larissa Olivarez, Ariana Peraza, Asly Pineda, Riley Rodriguez, Dayanara Salazar, Addison Sullivan, Alexandra Torres, Madison Whitley, Riley Wilson, and – above all – through the ongoing leadership and sportsmanship of Coach Oscar Cervantes and Team Manager Anai Hernandez; and

**WHEREAS,** the Coachella FC soccer team represented the Coachella community with pride through their outstanding commitment to athletic excellence, a positive attitude that put them at the top, a strong commitment, and a belief in the power of teamwork to achieve success.

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

## *Coachella FC*

and encourage all our citizens to recognize their achievements and the distinction they bring to 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 8th day of September 2021.

Steven A. Hernandez, Mayor
City of Coachella, California

# COACHELLA COMMUNITY CENTER

KDI

RELATIVITY ARCHITECTS

The California ment

CITY OF COACHELLA LOGO

JULY XX, 2021

# PROJECT OVERVIEW

## PROJECT HISTORY

# PROJECT HISTORY

MONTH YEAR - MONTH YEAR

## COACHELLA WELLNESS CENTER ENGAGEMENT

DESCRIPTION - DITATAQUIS SIM QUIAS SANIMUS, CUMQUATIUM, CUSAECU SANDISCIET MA IDE ET PREM RE LA COREM. ET QUIASSIT AUDAM, CONSECTIUR APEDITIA SUSTRUP TATEM. CIISTII SIMAXIM AGNATUREST, CUM NON ESTI AS AUT ET LATENT VELENDERRO VOLOREM PERNATE DOLESEQ UATECATUR, IPIET OMNIS SIMINUM ES RE ELESTIOS VOLENTI AECUSAN DIATIA CONSEQUI AD ET, UTE NECUPTA TATIUNT ODITIA

- PLACHOLDER
- PLACEHOLDER
- PLACEHOLDER

MONTH YEAR - MONTH YEAR

## COACHELLA COMMUNITY CENTER FEASIBILITY STUDY

DESCRIPTION - DITATAQUIS SIM QUIAS SANIMUS, CUMQUATIUM, CUSAECU SANDISCIET MA IDE ET PREM RE LA COREM. ET QUIASSIT AUDAM, CONSECTIUR APEDITIA SUSTRUP TATEM. CIISTII SIMAXIM AGNATUREST, CUM NON ESTI AS AUT ET LATENT VELENDERRO VOLOREM PERNATE DOLESEQ UATECATUR, IPIET OMNIS SIMINUM ES RE ELESTIOS VOLENTI AECUSAN DIATIA CONSEQUI AD ET, UTE NECUPTA TATIUNT ODITIA

- PLACHOLDER
- PLACEHOLDER
- PLACEHOLDER

# ENGAGEMENT FINDINGS

## ENGAGEMENT METHODS FINDINGS

# ENGAGEMENT OVERVIEW

PLACEHOLDER TEXT

## ENGAGEMEMT METHODS OVERVIEW

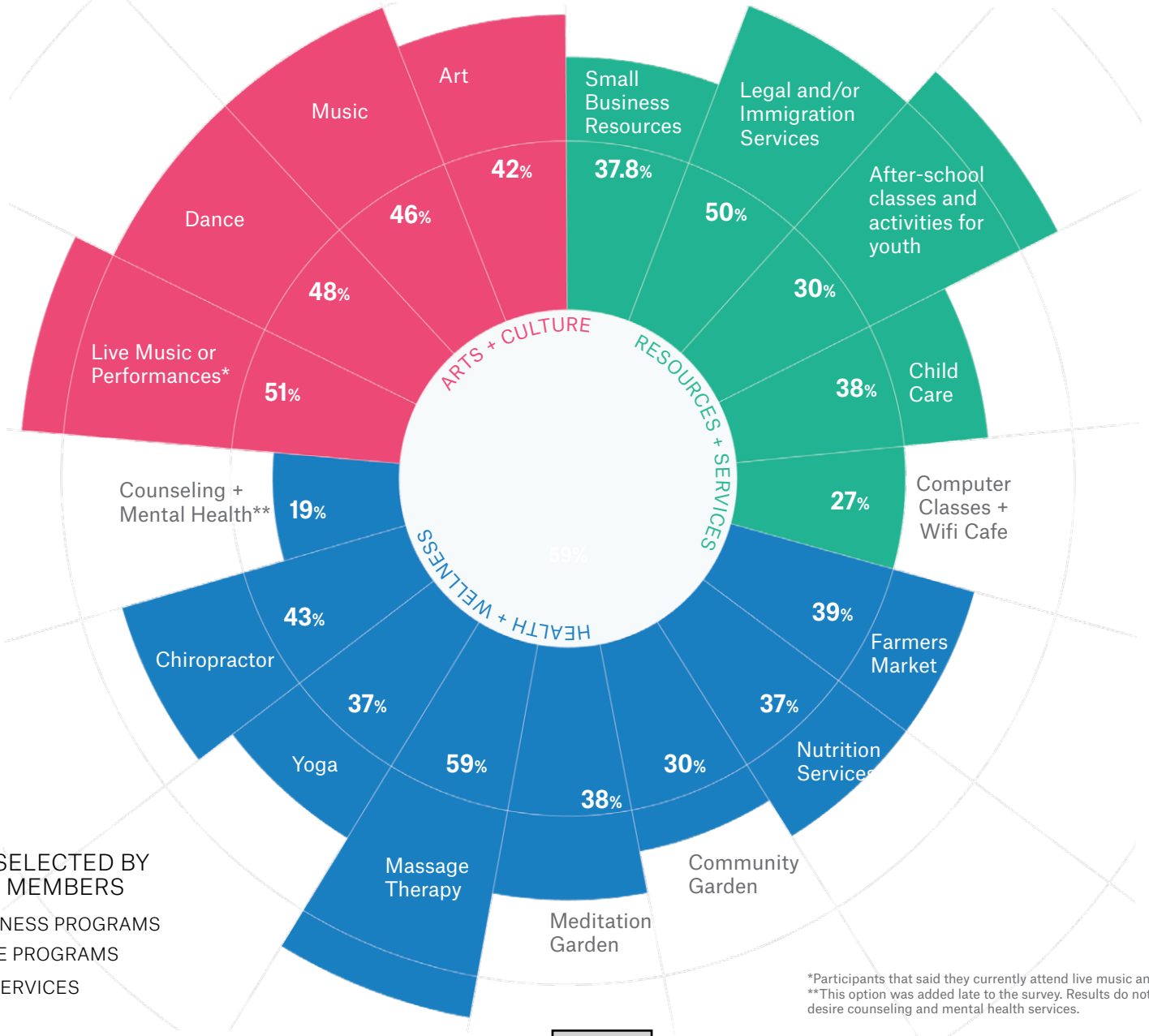
## CHALLENGES POSED BY PANDEMIC

## METHODS

XXX SURVEYS

XXX PARTICIPANTS IN DESIGN ENGAGEMENTS

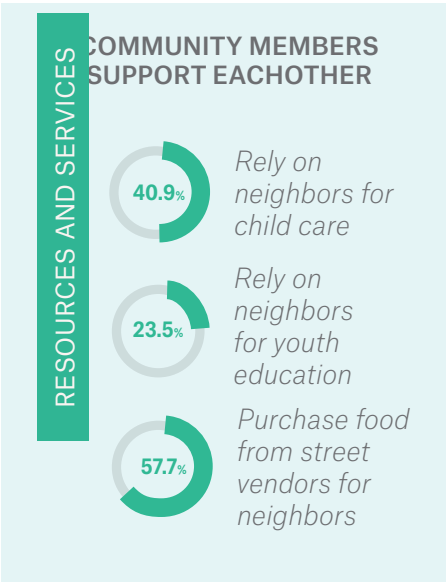
# WHAT WE HEARD



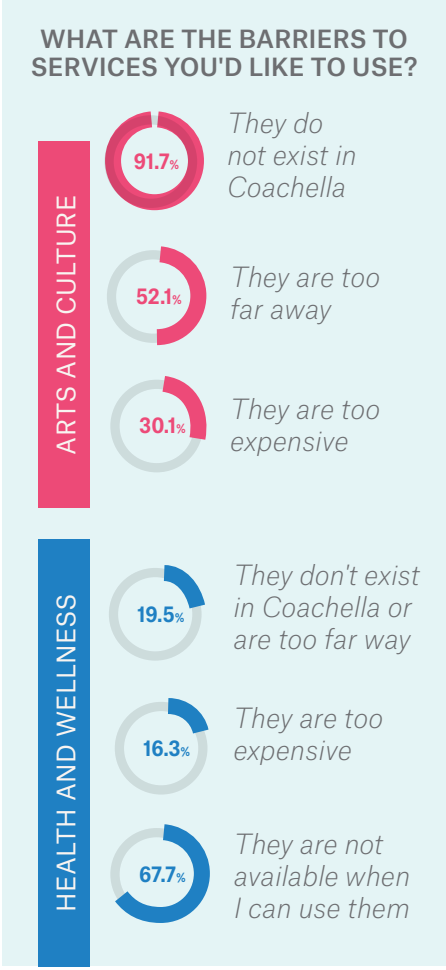

*Participants that said they currently attend live music and/or performances.
**This option was added late to the survey. Results do not capture entire population who desire counseling and mental health services.

# WHAT WE HEARD

## PLACEHOLDERS FOR GRAPHICS + TEXT ABOUT EXISTING COMMUNITY SUPPORT NETWORKS




## PLACEHOLDERS FOR GRAPHICS + TEXT ABOUT BARRIERS TO ACCESSING DESIRED RESOUCES/SERVICES




## PLACEHOLDERS FOR GRAPHICS + TEXT ABOUT PREVALENCE OF ENTREPRENUERSHIP IN COACHELLA

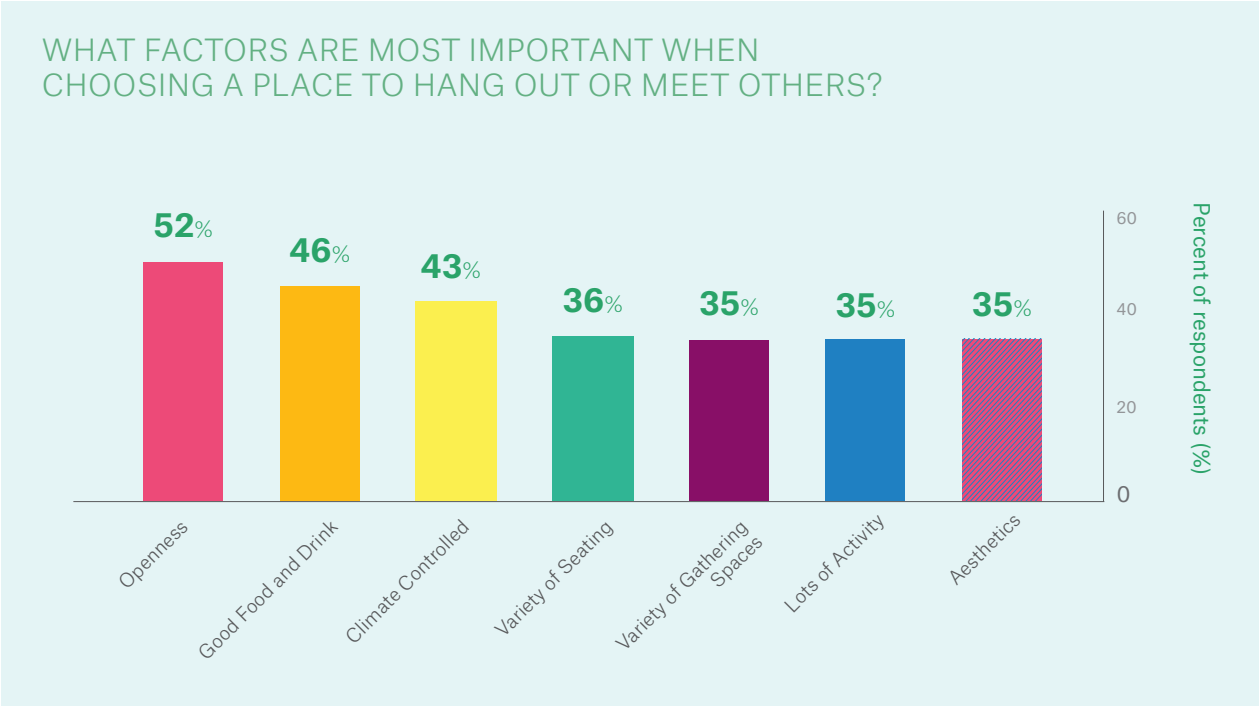
### COACHELLA IS ENTREPRENEURIAL

**25.7%** of households surveyed have a small business or income generating venture

# WHAT WE HEARD

**PLACEHOLDERS FOR GRAPHICS + TEXT ABOUT HOW COACHELLA COMMUNITY MEMBERS WANT THE CCC TO LOOK AND FEEL**

## SPATIAL QUALITY




**"WE ARE EXCITED THAT THE CITY IS CONSIDERING A PROJECT LIKE THIS ONE"**

Artemisa, Coachella resident and design engagement participant

**"I WANT MY MONEY TO STAY IN COACHELLA... I WANT TO CONTINUE TO SUPPORT MY CITY"**

Rosa, long-time Coachella resident interviewed by KDI staff

# RECOMMENDATIONS

## PROGRAM RECOMMENDATIONS

## DESIGN RECOMMENDATIONS

## PRECEDENT PROJECTS

# PROGRAM RECOMMENDATIONS

## PLACEHOLDER FOR TEXT EXPLAINING PROGRAM RECOMMENDATIONS

## PROGRAM HIGHLIGHT

- PLACHOLDER
- PLACEHOLDER

## PROGRAM HIGHLIGHT

- PLACHOLDER
- PLACEHOLDER

## COMMUNITY NEED AND PRIORITIES

YOUTH DEVELOPMENT AND ACTIVITIES

SMALL BUSINESS AND ECONOMIC DEVELOPMENT

PUBLIC SERVICES AND RESOURCES



HEALTH AND WELLNESS

ARTS AND CULTURE

# PROGRAM RECCOMENDATIONS

Non Profit Hub

Co-working Center

Community Kitchen

Youth Spaces

Health and Wellness Center

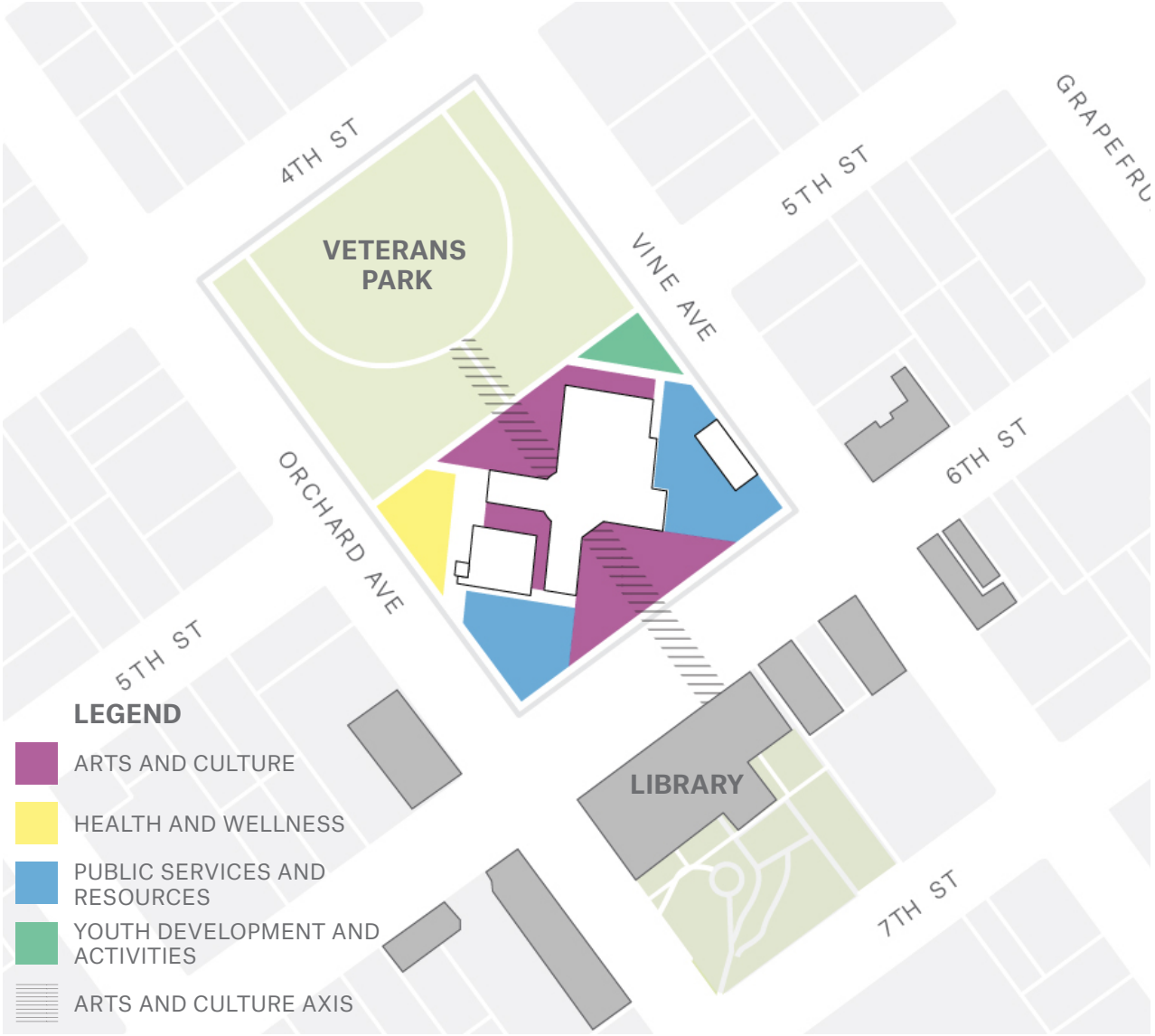
Flexible Gathering Space

Event Plaza

# DESIGN RECOMMENDATIONS

## DESIGN OVERVIEW AND GOALS

- CONNECT COMMUNITY CENTER WITH BROADER COMMUNITY
- DRAW IN VISITORS TO AND FROM LIBRARY, VETRANCES PARK, LIBRARY AND ART WALK.
- REMOVING BORDERS AND BARRIERS AROUND COMMUNITY CENTER TO BRIDGE LANDS
- UTILIZE LANDSCAPE AS AN EXTENSION OF BUILDING THAT SUPPORTS COMMUNITY PROGRAMING



# DESIGN RECOMMENDATIONS

## SITE PLAN OVERVIEW

# DESIGN RECOMMENDATIONS

# DESIGN RECOMMENDATIONS

# DESIGN RECOMMENDATIONS

# DESIGN RECOMMENDATIONS

# DESIGN RECOMMENDATIONS

# DESIGN RECOMMENDATIONS

# DESIGN RECOMMENDATIONS

# PRECEDENT PROJECTS - COM. KITCHENS

## PLACEHOLDERS FOR GRAPHICS + TEXT HIGHLIGHTING A PRECEDENT PROJECT

### COLUMBIA GORGE COMMUNITY COLLEGE COMMERCIAL KITCHEN

*HOOD RIVER, OREGON*

Columbia Gorge Community College Commercial Kitchen in Hood River, Oregon (population 7,162) charges **$15 per hour** for use of its 2,000 square foot facility fully equipped with convection ovens, mixers, food processor, and 60-gallon cooker/mixer, refrigerators, freezers, coolers, and dry storage, space for food preparation, processing, and sanitizing, as well as a packaging area with labeling machine and package sealers. The kitchen operates as a business incubator serving new and existing food businesses by providing inexpensive processing space and professional business counseling services.

The kitchen remodel and equipment was funded through grants by the US Forest Service and US Dept of Agriculture and Rural Development and the facility pays **$300 a month** for someone to supervise the kitchen and train new users.

**Volunteers help cook the annual Salvation Army Dalles Community Thanksgiving Dinner meal for community members in need at the Columbia Gorge Community College Community Kitchen (left)**

# PRECEDENT PROJECTS

## PLACEHOLDERS FOR GRAPHICS + TEXT HIGHLIGHTING A PRECEDENT PROJECT

### PASCO COMMUNITY KITCHEN

*PASCO, WASHINGTON*

The Pasco Specialty Kitchen is owned by the City of Pasco and operated by the Pasco Downtown Development Association as an incubator for small businesses to manufacture and market food products. The fully equipped kitchen also trains high school students in food processing and culinary careers through a partnership with the Pasco School District

As of 2019, it had more than 40 users, 23 of which are high-use, 12 are seasonal, and a few are hobbyists. Similar to those of other community kitchens, hourly rental rates range from **$12 per hour to $17 per hour,** with lower rates for evening use and discounts for frequent users (over 20 hours per month). Freezer/cooler space, dry storage, pallet space, and drawer space are available for an additional fee(s). Tenants are also charged a **$50 annual marketing fee**, which includes associate memberships in area Chambers of Commerce and Visitor Bureau, as well as a listing on the Pasco Specialty Kitchen website. The kitchen also features a walk-up window through which entrepreneurs can serve customers.

The Pasco Specialty Kitchen has an annual budget of **$96,000** and rental fees cover less than 50% of the cost of operations, in part due to the full-time kitchen staff. Other funding comes from a variety of sources including the Pasco School District and the City of Pasco community and economic development funds. Unlike other kitchen models that are run by non-profit organizations, public agencies, or part-time staff, the kitchen has a full-time staff, accounting for 40% of its expenses.

**Volunteers help cook the annual Salvation Army Dalles Community Thanksgiving Dinner meal for community members in need at the Columbia Gorge Community College Community Kitchen (left)**

# PRELIMINARY COST ESTIMATE

## ESTIMATE BREAKDOWN

| DESCRIPTION | QUANTITY (SF) | UNIT COST | ESTIMATE |
|---|---|---|---|
| DEMOLITION | | | $50,000 |
| RENOVATED AREAS (FFE INCLUDED) | 13,500 SF | $285 | $3,847,500 |
| NEW CONSTRUCTION (FFE INCLUDED) | 5,450 SF | $345 | $1,880,250 |
| SITE WORK & LANDSCAPING | 60,000 SF | $55 | $3,300,000 |
| BUILDER COSTS | | 15% | $1,361,663 |
| **SUBTOTAL HARD COSTS** | | | **$10,439,413** |
| CONTINGENCY | | | $3,131,824 |
| **TOTAL HARD COSTS** | | 30% | **$13,521,236** |
| SOFT COSTS | | 15% | $2,028,185 |
| CIVIL ENGINEERING, SOILS, ENVIRONMENTAL REPORTS, SURVEYS | | | |
| ARCHITECT, LANDSCAPE ARCHITECT, MEP & STRUCTURAL ENGINEERING | | | |
| ENTITLEMENTS & PERMIT FEES | | | |
| **TOTAL SOFT COSTS** | | | **$2,028,185** |

# NEXT STEPS

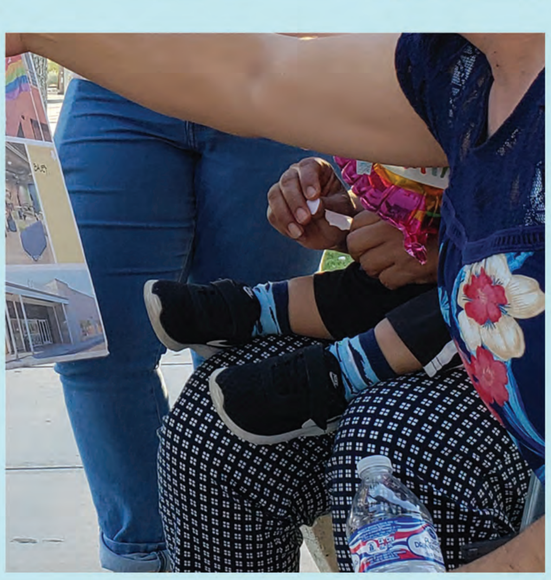
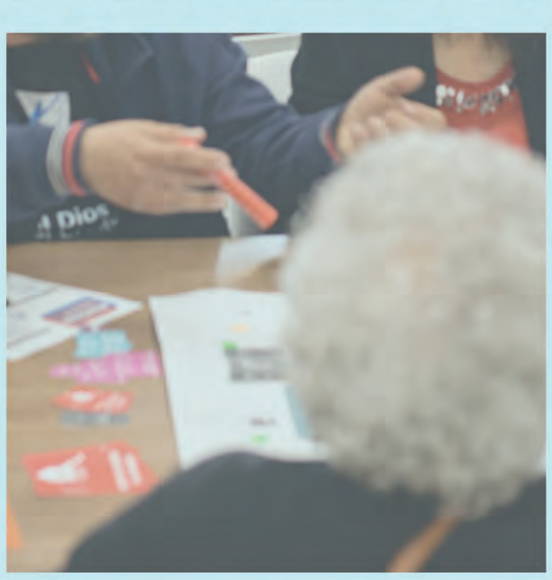
# PHASING STUDY

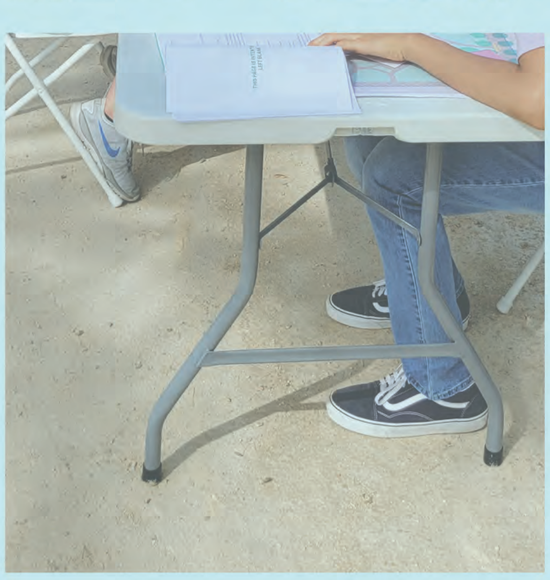
# PHASING STUDY

COACHELLA

# COMMUNITY CENTER

## FEASIBILITY STUDY



DECEMBER 2020

KDI

City of COACHELLA EST. 1946

RELATIVITY ARCHITECTS

COACHELLA

# COMMUNITY CENTER


## KOUNKUEY DESIGN INITIATIVE

Chelina Odbert, Executive Director
Jerome Chou, Planning Director
Melissa Guerrero, Design Director
Christian Rodriguez, Community Coordinator
Daniel Garcia, Community Associate
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Faye Nixon, Design Associate
Robert Douglass, Design Intern

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Tima Bell, Principal
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Beatriz Fowler, Project Captain
Noyemi Hakobyan, Architectural Designer

## THE CALIFORNIA ENDOWMENT

Margarita Luna, Program Manager

## CITY OF COACHELLA

Gabriel Martin, Economic Development Director
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Maritza Martinez, Public Works Director




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# EXECUTIVE SUMMARY

## BACKGROUND AND PURPOSE

In 2019, most City of Coachella governmental operations moved to a new building, presenting an opportunity to re-imagine the historic City Hall as **a new kind of civic hub** for the city and neighboring Eastern Coachella Valley communities. The City of Coachella is growing much faster and has a much younger population than neighboring cities in the region and across the state, presenting a unique opportunity to develop new and innovative uses to meet the needs of the city's growing community. The historic City Hall building and grounds, located in the heart of Downtown Coachella, are uniquely positioned to serve as a literal community *center* that reflects and serves Coachella community members.

The Coachella Community Center (CCC) Feasibility Study reimagines the potential of the traditional civic center from a home for municipal office into a dynamic, multi-use building that serves and reflects all Coachella residents, meeting community needs while bolstering existing assets.

## PROJECT GOALS

The CCC Feasibility Study project was driven by the following goals:

**Serve community priorities and needs**: The CCC should provide the programs and spaces Coachella community members prioritized during engagment.

**Reimagine City Hall as multi-purpose community hub**: The design, look, and feel of the CCC should reflect community member preferences shared during engagement.

**Build on existing community strengths and assets**: The CCC should improve the viability of existing small businesses and entrepreneurs and encourage growth of new small businesses, especially in Downtown Coachella and along the 6th Street corridor.

**Support local public art and culture**: New investments in arts and cultural programs and spaces can help make Downtown Coachella the cultural and commercial heart of the city and the Eastern Coachella Valley.

**Foster community-focused economic development**: The CCC should support the local economy through investing in the overall wellbeing of residents, including by improving health and wellness, educational attainment, access to social services, and arts and cultural programming.

## FEASIBILITY STUDY OVERVIEW

**BACKGROUND** — Throughout all stages of the CCC project, KDI and the City of Coachella engaged 21 local business owners and 20 youth in small focus groups, interviewed 11 local non-profit organizations and 3 local artists, and engaged 447 community members at-large. This Feasibility Study builds off work KDI has done in partnership with the City of Coachella and The California Endownment since 2018 and presents community priorities for a hub that can serve as a commercial and cultural anchor for the city and region.

**Community members want a variety of services and resources in the CCC, including**:

- Programming for youth
- Health and wellness services
- Arts and cultural classes and events
- Support for small businesses and local entrepreneurs
- Social services and resources

**MARKET STUDY** — The CCC will support local economic growth by investing in **opportunities for** and the overall **wellbeing of** Coachella's communities, including by improving educational attainment, access to health services, small business support, and celebration of local culture. Programming in different indoor and outdoor spaces of the CCC will provide diverse revenue streams for the City.

**Potential users of the CCC include**:

1. Existing Coachella residents
2. Reidents in unincorporated Riverside County near Coachella
3. Future Coachella residents
4. Visitors

**CONCEPT DESIGN** — The CCC is a multi-use building to meet the community's needs. With new massing, extensive new glazing, new façade materials and redesigned entry points, the CCC building combines its history with the contemporary future residents envisioned. The style of the building, an updated and contemporary Spanish Colonial, is consistent with the architectural preferences of the community and takes inspiration from the Library across Sixth Street; sustainable measures such as cool roofs, solar panels and completely new HVAC and plumbing systems modernize this building into an efficient and striking home for its new program.

**RECOMMENDATIONS** — The City and local partner organizations and agencies should conduct additional community engagement, develop the design, and create a strategic funding and building management plan to bring the CCC to life.

# PROJECT OVERVIEW

## PURPOSE

Kounkuey Design Initiative (KDI) is committed to equitable development in the City of Coachella and the Eastern Coachella Valley. KDI partnered with the City of Coachella and The California Endowment to conduct a Feasibility Study of potential new uses for the city's historic City Hall.

In 2019, most City governmental operations moved to a new building, presenting an opportunity to re-imagine the historic City Hall as a new kind of civic hub for the city and neighboring Eastern Coachella Valley communities. City Hall has historically been an important node of city life and now has the opportunity to become a center of civic activity in a broader sense. The first step of reimagining the historic City Hall as a new Community Center was the Existing Conditions Report, prepared and submitted by KDI to the City of Coachella in May 2020. This Existing Conditions report identified the key topics most important to Coachella residents: youth, health and wellness, small business support, arts and culture, and resources and services. KDI conducted further community engagement and research to develop the building program and design proposed in this Feasibility Study.

Throughout this Feasibility Study, the term "City Hall" will refer to the existing City Hall building, while the term "Coachella Community Center" (CCC) will refer to the future spaces and uses proposed at that location. Determining the name of the CCC should be part of a community engagement process.

This Feasibility Study reimagines the potential of the traditional civic center from a home for municipal office into a dynamic, multi-use building that serves and reflects all Coachella residents, meeting community needs while bolstering existing assets. The CCC preserves the existing historic architecture, murals, and landscape residents value, while adding new spaces and uses that reflect the community's growing young population, love of arts and culture, value of community wellness, and entrepreneurial spirit.

## WHY NOW?

The City of Coachella is growing faster and has a younger population than neighboring cities in the region and across the state. This presents a unique opportunity to develop new and innovative uses to meet the needs of the city's growing community. The historic City Hall building and grounds, located in the heart of Downtown Coachella, are uniquely positioned to serve as a literal community *center* that reflects and serves Coachella community members.

The site of the future CCC is also of regional importance. Downtown Coachella, or Pueblo Viejo, draws residents from around the region. Residents from nearby cities and unincorporated Riverside County travel to Downtown to shop at local businesses, visit the Coachella Library, access services, and contribute to the city's social and cultural life by participating in community events, gathering in public spaces, and more. Howevever, the building and surrounding landscape could better serve Coachella community members and those vising the city from neighboring cities like Indio and unincorporated Riverside County. The CCC will be a regional economic and social hub.

Community members want to see more public events and festivals

Coachella residents value local art and culture

Residents value local business

## METHODOLOGY

KDI employed a variety of research methods to develop this Feasibility Study, including analysis of existing data and engagement with Coachella community members. Findings from KDI's analysis of existing sources will be written as such, while original findings from KDI's engagement with Coachella community members and interviews with practitioners in fields related to proposed programming at the CCC will be written in blue. KDI engaged Coachella residents to better understand specific needs and opportunities in five focus areas that emerged from engagement to develop the CCC Existing Conditions Report, including:

### WHAT PROGRAMS DO YOU WANT TO SEE IN DOWNTOWN COACHELLA?

**"I WANT MY MONEY TO STAY IN COACHELLA...**

**I WANT TO CONTINUE TO SUPPORT MY CITY"**

— Rosa, long-time Coachella resident interviewed by KDI staff

**ARTS AND CULTURE**

**RESIDENTS WANT MORE FESTIVALS AND PUBLIC EVENTS IN COACHELLA**

Residents and business leaders alike want more arts and cultural programming, both in the form of large public events and festivals and smaller classes and workshops.

**PUBLIC SERVICES AND RESOURCES**

Residents want a central hub where they can find many social services in one building.

Non-profit organizations want shared office space to increase their impact and reach.

**"I WANT TO SHOW KIDS YOU DON'T HAVE TO LEAVE COACHELLA TO DO SOMETHING...I WANT THEM TO SEE ART BY AND FOR THE PEOPLE THEY KNOW"**

Local artist and art educator

**HEALTH AND WELLNESS**

**"WELLNESS MEANS HAVING COMFORT, HAVING MORE ACTIVITIES FOR KIDS, AND TO HAVE HEALTH SERVICES"**

Coachella resident

Community members identified a need for increased access to affordable and diverse services, especially holistic and mental health services like body work, yoga, nutrition, and mental health counseling.

**SMALL BUSINESS AND ECONOMIC DEVELOPMENT**

Coachella residents want more support for small businesses, including home-based entrepreneurs and street vendors.

**VIBRANT PUBLIC SPACES, EVENTS AND PROGRAMS, AND NON-PROFIT SERVICES WILL HELP BRING MORE PEOPLE DOWNTOWN**

Business owners in focus group

**YOUTH SERVICES**

**"THERE IS A LONG WAIT-LIST OF CHILDREN FOR AFTER SCHOOL PROGRAMS"**

Evelyn, local artist and art educator

Youth in Coachella lack dedicated spaces and activities. Demand for after-school activities far exceeds supply in Coachella—residents want to see youth programming and child-care services.

## ENGAGEMENT FINDINGS

To better understand how the  CCC can best serve existing needs, KDI engaged Coachella community members to understand the demand for specific services within each program area. Due to the COVID-19 pandemic and in accordance with state and local public health guidelines, engagement was limited to virtual and socially-distanced methods. Coachella residents shared their visions for the CCC through 2 main methods: a digital and paper survey and socially-distanced design engagements. The survey data is not intended to provide a statistically significant sample,  but instead it is a snapshot of the preferences and priorities of Coachella residents to inform the programming design proposals in this Feasibility Study.

### SURVEY

Coachella residents shared their vision for the CCC through an online and paper survey with questions about preferred uses, resources, services and initial design concepts. The survey captured both programmatic and spatial preferences. See pages 16 and 17 for survey results.

KDI engaged residents in public spaces like parks, flyered local businesses, and advertised on the City of Coachella's Facebook page. KDI advertised the online survey through emails to contact lists provided by the City and local non-profit organizations.

KDI collected **110 surveys** between September 7 and November 18, 2020.

**"WE ARE EXCITED THAT THE CITY IS CONSIDERING A PROJECT LIKE THIS ONE"**

Artemisa, Coachella resident and design engagement participant



## DESIGN ENGAGEMENTS

In accordance with state and local public health guidelines and protocols to ensure the safety of all participants, KDI organized three socially-distant, outdoor design engagements to garner community member feedback on the CCC concept design.

### DESIGN ENGAGEMENT 1 — VETERAN'S MEMORIAL PARK

*OCTOBER 24 9 AM - NOON*

KDI invited Coachella residents and engaged pedestrians in the Downtown area to create their individual site plan of the CCC, choosing their preferred programs and selecting the size and location of each program in the building and surrounding outdoor areas. **15 residents participated.**

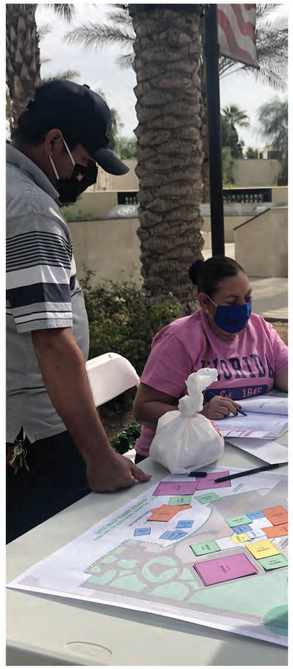
### DESIGN ENGAGEMENT 2 — 6TH STREET, OUTSIDE COACHELLA PUBLIC LIBRARY

*NOVEMBER 13 4-6 PM*
*NOVEMBER 17 3 - 5 PM*
*NOVEMBER 19 3 - 5 PM*

KDI engaged community members shopping, running errands, and walking in the Downtown Coachella area along 6th Street in front of the Coachella Public Library to get their feedback on three initial concept designs for the CCC building. Community members shared what they liked and disliked about the designs and completed a visual survey to provide feedback on potential building and landscaping materials and aesthetics. KDI set up this mobile, pop-up engagement three times during busy times in Downtown and **16 community members participated.**

### DESIGN ENGAGEMENT 3: REPORT BACK — FORTHCOMING IN  JANUARY 2021

KDI will share the final concept design and recommendations from the Feasibility Report at a pop-up engagement event in January 2021, or when public health guidelines allow.



# KEY SURVEY RESULTS — *PROGRAMS*

## WHAT SERVICES WOULD YOU LIKE TO USE, BUT CURRENTLY LACK ACCESS TO?

### WHAT ARE THE BARRIERS TO SERVICES YOU'D LIKE TO USE?

**ARTS AND CULTURE**

- 91.7% — *They do not exist in Coachella*
- 52.1% — *They are too far away*
- 30.1% — *They are too expensive*

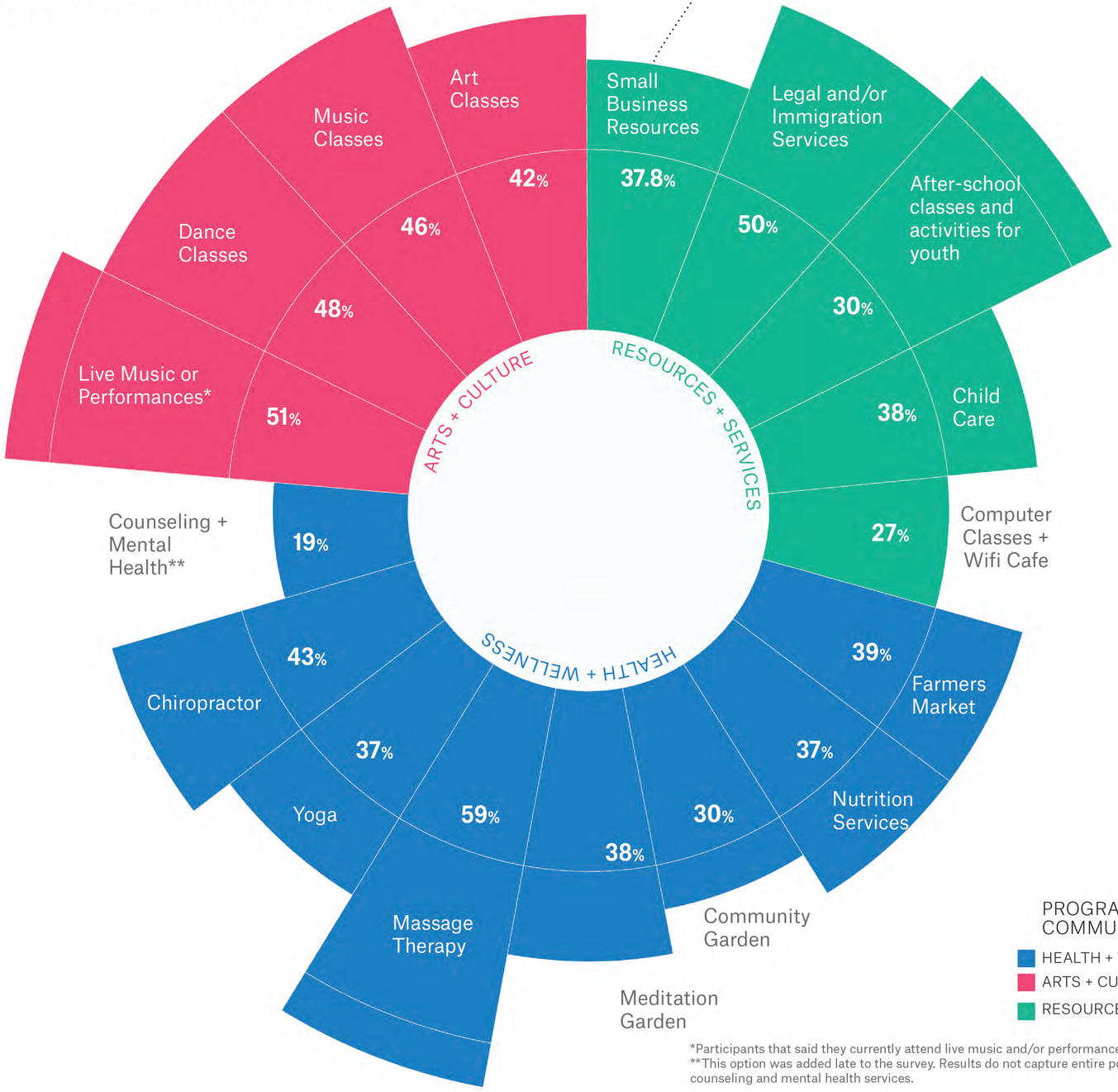
**HEALTH AND WELLNESS**

- 67.7% — *They don't exist in Coachella or are too far way*
- 19.5% — *They are too expensive*
- 16.3% — *They are not available when I can use them*

### HOW DO COMMUNITY MEMBERS SUPPORT EACHOTHER?

**RESOURCES AND SERVICES**

- 40.9% — *Rely on neighbors for child care*
- 23.5% — *Rely on neighbors for youth education*
- 57.7% — *Purchase food from street vendors for neighbors*




### PROGRAMS SELECTED BY COMMUNITY MEMBERS

- HEALTH + WELLNESS PROGRAMS
- ARTS + CULTURE PROGRAMS
- RESOURCES + SERVICES

*Participants that said they currently attend live music and/or performances.
**This option was added late to the survey. Results do not capture entire population who desire counseling and mental health services.

## COACHELLA IS ENTREPRENEURIAL

**25.7%** of households surveyed have a small business or income generating venture

**What services would help you or a family member grow your/their business?**

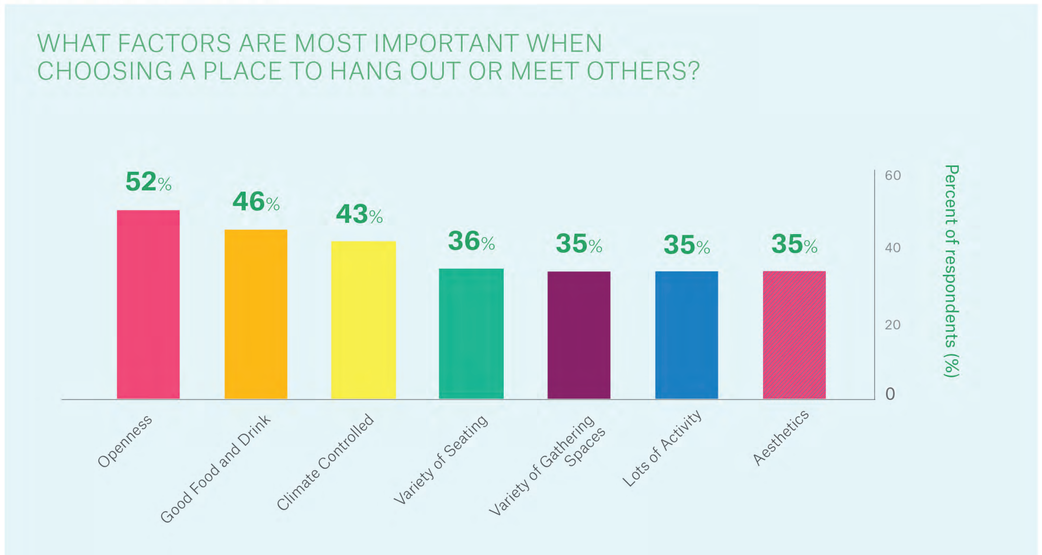
- 64.7% — Permanent Space in Downtown
- 61.7% — Education and Training for Business Owners
- 41.2% — Financial Assistance Programs
- 35.3% — Shared Space with other Businesses

## KEY SURVEY RESULTS — *SPATIAL PREFERENCES*

The concept design for the CCC building and landscape is based on preferences Coachella residents shared about the kinds of spaces they like to send time in and how they want the CCC to look and feel. Coachella residents shared their design preferences in two main ways:

- **Survey**: 83 Coachella residents answered the survey question, "*What factors are most important when choosing a place to hang out or meet up with friends and family?*" Respondents valued openness, good food and drink options, climate control like shade, variety of seating and gathering spaces, activity, and quality aesthetics (see graph below for more detail). These and other spatial preference shared by community members led the building and landscape design process.
- **Design engagements**: In design engagements 1 and 2, 31 total residents answered more specific spatial questions about building and landscape look and feel. Participants value a mix of old and new — complementing traditional architecture with new modern, bright, colorful spaces.

## SPATIAL QUALITY






## ARCHITECTURAL PREFERENCES

**Coachella residents prefer a mix of traditional California mission style architecture with open and modern interiors.**

## LANDSCAPE PREFERENCES

**Coachella residents prefer formal landscapes that highlight local art and cultural heritage, while creating opportunity for commercial enterprise like farmer's markets and food vending.**

# MARKET STUDY

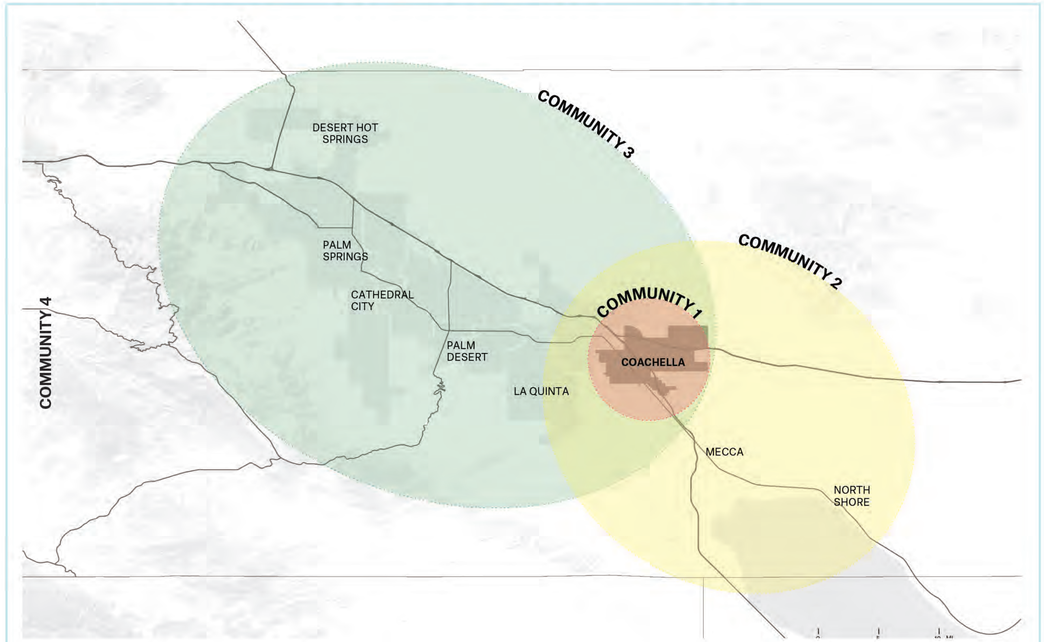

Goals and Context 20

Market Feasibility 22

## GOALS AND CONTEXT

The programs and spaces provided by the CCC will help support local economic growth. Not only will the CCC produce revenue for the City and support small businesses and entrepreneurs, it will provide services and resources that improve opportunity and quality of life for all residents, a cornerstone of sustainable and equitable economic growth. The CCC will bring new spaces and programs to build on the economic assets that already exist in Coachella and reflect the local community — deep community ties, value of health and wellness, appreciation of arts and culture, and entrepreneurship.

### WHAT COMMUNITIES WILL USE AND BENEFIT FROM THE CCC?




The CCC will support revenue generation and economic development by serving **4 main communities**:

COMMUNITY 1

### EXISTING COACHELLA RESIDENTS

Currently, Coachella residents must leave the city for services that do not exist closer to home (for example, mental health services or arts and cultural programs like live music performances). The CCC will capture resident spending by offering desirable programs and services within Coachella.

COMMUNITY 2

### RESIDENTS IN UNINCORPORATED COMMUNITIES NEAR COACHELLA

Residents of unincorporated Riverside County near Coachella already come to the city to shop and recreate. The CCC will make Coachella a greater commercial and cultural destination for these residents and increase spending within the city.

COMMUNITY 3

### FUTURE COACHELLA RESIDENTS

Residents from the region are moving to Coachella from cities where housing is becoming more expensive, especially young people and young families. The CCC will help serve this growing population and make Coachella a more desirable destination for residents in other parts of the Coachella Valley considering a move.

COMMUNITY 4

### VISITORS

One of the largest current economic drivers in the region is tourism and the majority of the employers in this sector are employed in parts of the hospitality industry that largely serve visitors from other parts of the state and nation (for example, hotels, resorts, and casinos). Public programs and cultural events at the CCC like farmer's markets and festivals in CCC's Event Plaza facing 6th Street will bring visitors to Downtown **largely from within the Coachella Valley region** and at a price-point that is accessible to existing residents in and near Coachella. Building and serving a regional market will help ensure the programs offered at the CCC are more resilient to economic downturns than those dependent on

## MARKET FEASIBILITY

This section will highlight some of the potential **costs and revenue generation opportunities** of different spaces in the CCC. Each space meets different needs and priorities identified through community engagement and will serve different communities, denoted by the following icons:

### COMMUNITY NEED AND PRIORITIES

- YOUTH DEVELOPMENT AND ACTIVITIES
- HEALTH AND WELLNESS
- SMALL BUSINESS AND ECONOMIC DEVELOPMENT
- ARTS AND CULTURE
- PUBLIC SERVICES AND RESOURCES

### COMMUNITIES SERVED

1. EXISTING COACHELLA RESIDENTS
2. UNINCORPORATED COMMUNITIES IN RIVERSIDE COUNTY
3. FUTURE COACHELLA RESIDENTS
4. VISITORS

## NON-PROFIT HUB (1) (2) (3)

Services and resources provided by local non-profit organizations, like legal and immigration services, after-school and youth programming, college counseling and application assistance, health and wellness services, and computer literacy are high priorities for Coachella residents. Co-locating these and other diverse services in the CCC will provide a one-stop-shop for residents and expand community members' access to services that can support them and their family. For example, a community member coming to the CCC for a legal aid appointment with a tenant non-profit organization may stop into a nutrition class hosted by a different organization down the hall, or a community member using the commercial kitchen to support their catering business may see an after-school dance class for their children in one of the building's multi-purpose rooms.

The ability of local non-profit organizations to offer critical social services to Coachella residents is greatly determined by their access to the necessary infrastructure to support their operations, like office supplies, work space, and workshop and meeting rooms. A Non-profit Hub in the CCC would allow these organizations to share resources and lower overhead costs. Office space in the CCC would also increase the visibility of services offered by tenants: organizations KDI interviewed are eager to leverage the CCC's Downtown location and shared space with other uses to expand their reach.

Ten of the 11 organizations KDI interviewed, two of which are already renting space in the building, are interested in renting permanent workspace for their employees in a Non-Profit Hub for between approximately **$.75 and $1.50 per square foot per month**. These rates are competitive with current commercial rental rates in the Coachella and Indio area, as well as some commercial office buildings in Palm Spring and Palm Desert.[2] Approximately 37% of the CCC is dedicated to non-profit office space, producing an estimated **$5,912 of monthly revenue** for the City (figure based on $1 per square foot rental rate). A nearby non-profit office space in Palm Desert owned and operated by the RAP Foundation provides a local precedent: the Foundation rents cubicles and offices to other non-profit organizations for **$125 and $200-650 per month**, respectively.

Another successful precedent from outside the Coachella Valley is Midland Shared Spaces (MSS) in Midland, Texas (population 135,134).[3] MSS is a shared office space for non-profit and philanthropic organizations that provides critical infrastructure like break rooms, conference rooms, and printers and copiers, to lower costs for mission-driven organizations to expand their impact. MSS has 16 non-profit tenants, including administrative staff that maintain the facility, and hosts a gallery of work by local artists.

### CONFERENCE ROOMS

Conference rooms in the Non-profit Hub should also be available for rent by outside organizations. This will provide additional revenue to the City, while meeting the critical need for meeting spaces expressed by members of the local business community and non-profit organizations. All the non-profit organizations KDI interviewed in Coachella expressed the need for more centrally-located, shared meeting space for professionals in the area. They agreed that meeting rooms in the Coachella Branch Library are

**A 2011 STUDY OF NON-PROFIT ORGANIZATIONS THAT RELOCATED TO SHARED OFFICE SPACE WITH OTHER NON-PROFIT ORGANIZATIONS FOUND THE FOLLOWING BENEFITS[1]:**

- **72**% reported significant improvements in community awareness
- **59**% reported increase in visibility to funders
- **86**% reported significant improvements in overall effectiveness and efficiency
- **58**% reported improvements in the size and scope of their programs
- **7**% saved on average annual operating costs

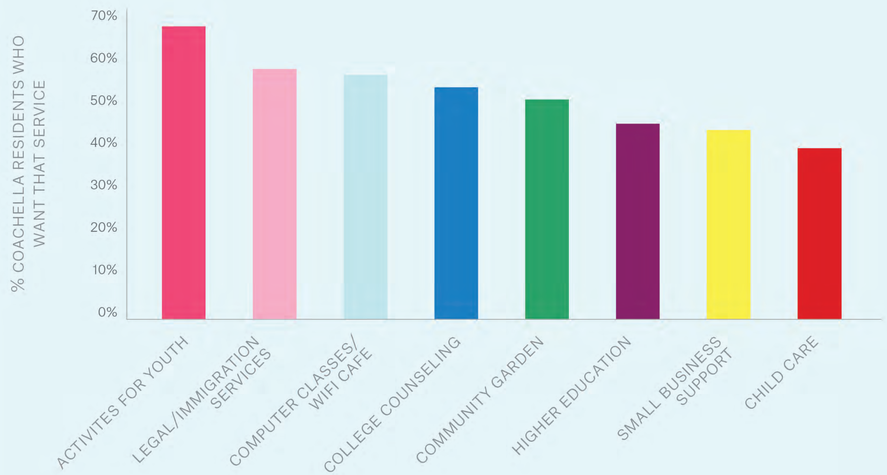
an excellent resource, but that they are in high demand and have limited availability. Access to conference and meeting rooms in the Non-profit Hub should be included in monthly rent for tenants of the Non-Profit Hub and available on a fee-for-use basis for outside organizations renting space for meetings, conferences, or community workshops and events.

Local precedents support the viability of meeting room rental as a revenue stream for the City. The RAP Foundation rents four meeting rooms to outside organizations for up to 10 hours per month per organization. Organizations who use the rooms for 10 hours a month or less do so for free, but pay **$25 or $30 per hour** for use above this limit on weekdays and weekends, respectively. Additionally, organizations that rent office space from the RAP Foundation have priority access to meeting rooms and can reserve spaces up to 6 months in advance, as opposed to 2 months in advance for outside organizations. A co-working space operated by the Palm Springs Chamber of Commerce offers another precedent: the Chamber rents their boardroom for groups seeking meeting space for **$100 per day**.[4]

The City could adapt these models: CCC tenants could have priority access to reservations and make meeting room reservations for free under a set threshold, while outside organizations and tenants that exceed the threshold would pay for use. The City could adapt a hybrid pricing model, charging an hourly rate to tenants renting the meeting rooms for short meetings, 2 hours for example, and charging a daily flat rate to tenants who rent meeting rooms for longer periods of time.

**AN NGO HUB CAN HELP RESIDENTS ACCESS RESOURCES THEY NEED**

WHAT SERVICES WOULD YOU LIKE TO BE ABLE TO ACCESS IN ONE BUILDING?



**CO-WORKING SPACES AND MEETING ROOMS PROVIDE REVENUE THROUGH ONE-TIME USE FEES, AS WELL THROUGH AS DAILY, MONTHLY, AND ANNUAL LEASES**

## CO-WORKING CENTER 1 2 3 4

While conference and meeting rooms in the Non-profit Hub provide larger meeting spaces, the Co-working Center offers more intimate work spaces for small groups and individuals. Coachella Valley Economic Partnership (CVEP) CEO Joe Wallace shared that one of the important draws to co-working space for tenants is proximity to other amenities in a Downtown environment. Tenants are attracted to spaces that provide the opportunity to walk next door and grab a coffee, meet a client down the block for lunch, or drop into a nearby store after the workday. As an active, multi-use building along Coachella's 6th Street commercial corridor, the Co-working Center will offer these amenities. The City and partner organizations can also provide business development programming for tenants to help incubate small businesses and proximity to the Community Kitchen will provide nearby workspace for food entrepreneurs (see next section for more information about the Community Kitchen).

A business incubator and co-working space about 2 hours away from Coachella provides

**A COMMUNITY KITCHEN CAN HELP REMOVE ONE OF THE LARGEST BARRIERS TO FOOD ENTREPREUERS FACE WHEN TRYING TO SCALE THEIR BUSINESSES: ACCESS TO FACILITIES AND EQUIPMENT**

a model and rate structure that could be adapted to the Co-working Center. The Temecula Valley Entrepreneurs Exchange offers co-working space in the city's former city hall building for start-up businesses with shared meeting rooms, facilities like kitchens, office supplies (printer, copier, etc), building/janitorial services, and utilities like wifi. Tenants rent work stations for **$100 per month** or **$250 to 450 per month** for private offices depending on size. All co-working tenants are on flexible, month-to-month leases. The CCC could also rent co-working space by the day or week to provide greater flexibility. For example, The Hive co-working space in Palm Springs offers **$25 daily drop-in rates**, in addition to monthly plans. The Palm Springs iHub and Accelerator Campus, a business incubator focused on tech and green energy operated by the CVEP, has had similar success renting meeting space to outside organizations.

The Co-working Center should also help incubate and support local small businesses and entrepreneurs by providing business development programs and services. See Business Development Programming description on page 37 for a more detailed description of potential programs.

## COMMUNITY KITCHEN

Food-based culture and support for local food entrepreneurs is strong in Coachella. Many Coachella residents make and sell food out of their homes. In fact, nearly 40% of survey respondents buy food from a community member that cooks or caters out of their home and nearly 60% of respondents buy food or other items from street vendors.

Despite widespread food entrepreneurship, many home- and street-based food vendors in Coachella face barriers to growing their business. The CEO of the CVEP shared that many entrepreneurs in the Coachella Valley are looking for help expanding their business to increase annual earnings around $30,000—near the city's median household income—to closer to $70,000 a year, an increase that can open significant doors to opportunities for entire families, like providing renters the opportunity to eventually purchase a home. Support for home- and street-based food entrepreneurs in Coachella is an important way the city can help local businesses unique to Coachella and raise household incomes.

Chefs teach healthy eating classes to university students at a Midway, NC community kitchen // Source: Chapel Hill Magazine

In 2019, Riverside County became the first California County to authorize the sale of foods cooked in home kitchens. However, County requirements limit home-based food entrepreneurs to the sale of 30 cooked meals per day and 60 per week, limiting the scale at which vendors can grow their business from home. Most significantly, food sold by licensed home-based vendors must be prepared in a food facility that meets County inspection guidelines. KDI interviewed leaders from two organizations that provide technical and financial assistance to street vendors in Southern California and learned that the greatest barrier many vendors face to growing their business is access to capital to purchase equipment and facilities that meet inspection requirements and allow them to scale up production. Many are low-income, lack the required credit, record-keeping or business documents necessary, and/or are unbanked.[6] In fact, a January 2020 study found that only 43.5% of Coachella residents did any banking in the last 12 months and only 41.6% have a checking account. [7] Additionally, individual applicants must pay a $651 permit fee, which can be burdensome for low-income entrepreneurs.[8]

A commercial kitchen at the CCC would provide a pathway to business growth for food entrepreneurs by providing a pre-permitted, fully-equipped production space. Entrepreneurs could then sell their products at a wider variety of locations: at public events, in local stores, out of their home, and more. For example, access to the commercial kitchen would open up numerous new business opportunities for a home-based tamale vendor

A food entreprenuer uses The Hood Kitchen commercial kitchen in Costa Mesa, CA // Source: Orange County Register

in Coachella. The vendor could rent the commercial kitchen before a large community event like the annual Dia de los Muertos celebration in Coachella and, as a result, sell to a much wider market than they would otherwise be able to reach. Over time, access to the Community Kitchen could help incubate small businesses by allowing vendors to sufficiently scale their production and sales and eventually access financing for their own brick and mortar facility.

The Community Kitchen also creates opportunities for more than just home- and street-based food entrepreneurs. Community groups like Boy or Girl Scout troops, church groups, clubs and civic organizations like Rotary, and non-profit organizations rent commercial kitchens to make items sold as fundraisers.

The Community Kitchen would be a valuable amenity within the broader ecosystem of small business support and programming at the CCC. The strategic co-location of the commercial kitchen with business support programming in other spaces of the building like the Multipurpose Center, Event Hall, and/or Co-working Center will help local food entrepreneurs get connected to the tools they need to grow their business. For example, a taco vendor could prepare their tortillas in the commercial kitchen on a Tuesday afternoon before selling at an evening event and return on Thursday for a business counseling drop-in session they saw a flyer for in the CCC earlier that week. In another scenario, a home-based jam and jelly maker that attends a workshop about business plan development or financing in the Multipurpose Center might walk past the commercial kitchen and learn about a new resource to scale up their production.

The Community Kitchen would also provide pop-up opportunities for home- and street-based businesses during events in Veteran's Memorial Park and the CCC event plaza. For example, different Coachella vendors could have a tent at a weekly farmer's market in the Event Plaza on 6th Street or as a pop-up in the Event Patio outside the Kitchen where they sell their food. Doing so would showcase local entrepreneurs and help local food businesses expand sales.



## REVENUE GENERATION OPPORTUNITES

The Community Kitchen is a revenue-generation opportunity for the City. Average national rental rates for commercial kitchens are between **$15 and $45 per hour**. Rates vary by location, type of space and equipment, and time of day. Non-profit community kitchens like those owned and managed by nonprofit organizations and public agencies tend to offer rates on the lower end of the spectrum, often between **$15 and $20 per hour**. Other revenue sources include storage fees and classes. Shelf, freezer, or refrigerator storage fees range in cost, could be around **$30 a month** for 3 feet of storage.[9]

The City could also earn revenue through rental fees to third-party organizations and individuals teaching classes or leading workshops in the kitchen.[10] The commercial kitchen would be available for rent by individuals and organizations providing food and nutrition programming. Over 36% of Coachella residents surveyed were interested in using nutrition services at the CCC and access to healthy foods was a priority for participants in all engagement activities.

## RENOVATION COSTS

The cost to renovate existing spaces into small commercial kitchens varies greatly depending on the size, quantity, and quality of equipment purchased, but can run between **$100-$300 per square foot**, resulting in minimum renovation costs for the CCC's 1,094 square foot kitchen of around **$100,000**.[11] Equipment is often the largest investment in a commercial kitchen renovation project. The range of equipment offered in commercial kitchens varies, but may include:

» Food preparation and cooking: Oven, range, fryer, grill, mixers, and food processors, gas stovetop, convection ovens, steam kettle, steam and/or hold oven, mixers, food processor, microwave and meat/cheese/vegetable slicer

» Small wares: cutting boards, knives, pans, pots, and cutlery

» Refrigeration: Refrigerators, freezers

» Storage: Shelving units, drying racks, and food storage containers

## PROGRAMS AT THE COMMUNITY KITCHEN

Potential programs in the community kitchen could include:

- **Cooking and baking classes**
- **Food preservation classes like canning or pickling**
- **Healthy cooking and eating classes**
- **Youth and teen cooking classes**
- **Ayurvedic and other holistic cooking and eating classes**
- **Event catering classes**
- **Culinary career training for high-school youth in partnership with local schools**
- **Cooking locally and from the garden (tied with gardening classes in the community and herb gardens on CCC grounds**

# PRECEDENT STUDIES[12]

An entreprenuer uses the kitchen to prepare take-and-bake Puerto Rican food for local customers during the COVID-19 pandemic (right)

Vendors sell to pedestrians through a window at the commercial kitchen (bottom)

Source: Tri-City Herald

Source: Tri-Cities Business News

Source: Tri-Cities Business News

## PASCO COMMUNITY KITCHEN
*PASCO, WASHINGTON*

In the city of Pasco, Washington (population 56,300, slightly larger than Coachella), the Pasco Specialty Kitchen is owned by the City of Pasco and operated by the Pasco Downtown Development Association as an incubator for small businesses to manufacture and market food products. The fully equipped kitchen also trains high school students in food processing and culinary careers through a partnership with the Pasco School District

As of 2019, it had more than 40 users, 23 of which are high-use, 12 are seasonal, and a few are hobbyists. Similar to those of other community kitchens, hourly rental rates range from **$12 per hour to $17 per hour,** with lower rates for evening use and discounts for frequent users (over 20 hours per month). Freezer/cooler space, dry storage, pallet space, and drawer space are available for an additional fee(s). Tenants are also charged a **$50 annual marketing fee**, which includes associate memberships in area Chambers of Commerce and Visitor Bureau, as well as a listing on the Pasco Specialty Kitchen website. The kitchen also features a walk-up window through which entrepreneurs can serve customers.

The Pasco Specialty Kitchen has an annual budget of **$96,000** and rental fees cover less than 50% of the cost of operations, in part due to the full-time kitchen staff. Other funding comes from a variety of sources including the Pasco School District and the City of Pasco community and economic development funds. Unlike other kitchen models that are run by non-profit organizations, public agencies, or part-time staff, the kitchen has a full-time staff, accounting for 40% of its expenses.

## COLUMBIA GORGE COMMUNITY COLLEGE COMMERCIAL KITCHEN
*HOOD RIVER, OREGON*

Columbia Gorge Community College Commercial Kitchen in Hood River, Oregon (population 7,162) charges **$15 per hour** for use of its 2,000 square foot facility fully equipped with convection ovens, mixers, food processor, and 60-gallon cooker/mixer, refrigerators, freezers, coolers, and dry storage, space for food preparation, processing, and sanitizing, as well as a packaging area with labeling machine and package sealers. The kitchen operates as a business incubator serving new and existing food businesses by providing inexpensive processing space and professional business counseling services.

The kitchen remodel and equipment was funded through grants by the US Forest Service and US Dept of Agriculture and Rural Development and the facility pays **$300 a month** for someone to supervise the kitchen and train new users.

Source: Columbia Community Connection

Volunteers help cook the annual Salvation Army Dalles Community Thanksgiving Dinner meal for community members in need at the Columbia Gorge Community College Community Kitchen (left)

## HEALTH AND WELLNESS CENTER ✚ 1 2 3

### PUBLIC HEALTH IS ECONOMIC HEALTH

Investments in public health have been shown to improve key drivers of economic development at the household and national level by:

- Increasing life expectancy
- Improving workforce productivty
- Raising household income
- Improving educational outcomes
- Reducing overall healthcare spending through improved preventative care

The Health and Wellness Center can provide an additional revenue source for the City while meeting community members' need for more holistic and mental health services. Throughout engagement for the Existing Conditions report and Feasibility Study, Coachella residents repeatedly highlighted their current lack of access to health and wellness services like nutrition, body work like massage therapy or acupuncture, yoga and meditation, and counseling and mental health services. Coachella residents shared that there are few of these health and wellness services nearby and that those that do exist are prohibitively priced for many. The Health and Wellness Center would help meet both these needs: larger open space offeres space for organizations and practitioners providing workshops on health and wellness topics like nutrition or meditation, while smaller, private spaces are suited to more intimate, one-on-one services like bodywork or mental health counseling. The CCC is also uniquely positioned to address the affordability barrier many residents face to accessing health and wellness services: because the building is already publicly-owned, the city can provide affordable rental rates to health and wellness practitioners while still earning revenue to cover costs.

In addition to offering affordable rental rates to practitioners, the City can lease space to health and wellness practitioners who use models of practice that keep rates affordable for community members. For example, many community-based health centers use a sliding scale to adjust rates depending on a patient's income, such as a community-based acupuncture clinic in Cambridge, Massachusetts that offers one-hour sessions from **$25 to $60** dollars depending on a patient's income. Many mental health practitioners also use a sliding scale model.

The City could also consider offering space in the Health and Wellness Center to local practitioners interested in providing pro-bono services as an additional way to provide affordable services. For example, many physical and mental healthcare professionals like therapists dedicate a set number of hours per month or year to pro-bono service to reach folks who would otherwise be unable to afford their services. The Health and Wellness Center could provide a home for this work with weekly or monthly pro-bono hours community members could sign up for or drop-in to use.

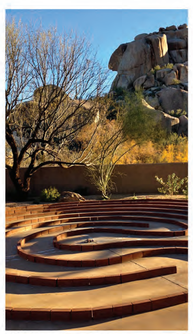
More broadly, improving access to affordable health and wellness services in Coachella is a critical investment in long-term economic health and growth. While the current COVID-19 pandemic has put in stark relief the deep interconnections between the economy and public health, data has long demonstrated investments in the health sector yield economic returns. For example, a 2018 study found that improved health contributes more to a country's wealth than any other factor, surpassing education, natural resources, physical capital, and climate.[12] The CCC Health and Wellness Center will help meet existing gaps in access to affordable health and wellness services near home for Coachella residents and promote overall community wellbeing and economic prosperity.

Indoor spaces in the Health and Wellness Center will be complimented by wellness-focused ourdoor spaces like the Community Garden and Meditation Garden community members prioritized during engagement.

Youth counseling group sessions // Source: Union of Pan Asian Communities

Youth exercise class // Source: If I Was a Bird Yoga

Private or group meditation room // Source: Spirit Rock Meditation Center


Meditation garden

*What does **wellness** mean to you?*

**"WELLNESS MEANS HAVING COMFORT, HAVING MORE ACTIVITIES FOR KIDS, AND TO HAVE HEALTH SERVICES"**

*Coachella resident, 2018*

## YOUTH SPACES 1 2 3

### TEEN CENTER

"KIDS NEED SOMEWHERE TO BE AND SOMETHING TO DO"

"THERE IS A LONG WAIT-LIST OF CHILDREN FOR AFTER SCHOOL PROGRAMS"

"MY SON COMES HOME FROM SCHOOL AND HAS NO WHERE TO GO, SO HE STAYS HOME"

Engagement to develop the Existing Conditions and Feasibility Study found that after school programming is a priority for youth and adults alike. Existing after-school programming is over-burdened and almost 60% of respondents to KDI's survey want to see after-school classes and activities for youth in the CCC, including college counseling and application assistance. The Teen Center will provide space for youth-focused programming. For example, Alianza, a local non-profit organization interested in renting office space in the Non-profit Hub, regularly engages youth and could use space in the Teen Center for after-school programming. Other organizations offering arts and culture, health and wellness, technology, and other kinds of programming could also rent out space in the Teen Center to provide classes and activities.

While the Teen Center will be available for rental to organizations offering teen-centered services, most Teen Centers are funded through grants, donations, and public funding. For example, the My Place Teen Center in a suburb of Portland, Maine, is almost 70% funded by grants by foundations and corporations, 18% by individual gifts, and 13% by public funding streams. The vast majority (81%) of the Center's expenses go directly to their programs. The City of Coachella could replicate this model through federal, state, and foundation grants, as well as corporate and individual gifts.[14]

Carlos, local artist (top)

Evelyn, local artist (middle)

Jose, Coachella resident and design engagement participant (bottom)

Placentia Teen Center // Source: Orange County Register

Brookline Teen Center // Source: High Profile Monthly

### CHILDREN'S CORNER

While the link between child care and the ability of parents to earn income is obvious for so many families, the current COVID-19 pandemic and resulting school and daycare closures have unserscored the fundamental role of child care to economic health. Furthermore, early childhood education levels are a strong determinent of overall economic growth and health—research shows that every dollar invested in high-quality early childhood education results in **$7.30 in long-term economic returns**.[15]

Thirty-four percent of survey participants want child care services in the CCC, in addition to the 59% who want after-school classes and activites for youth. One way community members meet the current gap in child care is by supporting one another-41% of those surveyed rely on neighbors or other community members for child care.

Child care in the Children's Corner should be affordable for all Coachella families to remove existing barriers to child care families need. Child care services offered in the Children's Corner could adapt existing models of affordable child care in the region. For example, the Local Migrant Head Start program provides free child care for youth aged six weeks to five years for farmworker families under a set annual income.[16] Child care at the CCC could be free for qualifying families, while charging affordable rates to those able to pay, similar to the sliding scale model possible for services offered at the Health and Wellness Center.

"A SPOT IN ASES (AFTER SCHOOL EDUCATION AND SAFETY) IS A COVETED ITEM

THE PROGRAM PROVIDES FREE AFTER-SCHOOL ENRICHMENT

LIKE ART, MUSIC AND SPORTS ALONG WITH ACADEMIC INTERVENTION,

BUT SPACE IS LIMITED"

- Kristen Hwang writing for *The Desert Sun*

July 5, 2016

Youth dance class // Source: Salvation Army

Youth art class // Source: Richmond Standard

## FLEXIBLE GATHERING SPACES: MULTIPURPOSE CENTER AND EVENT HALL

1 2 3 4

The Multipurpose Center and Event Hall will provide space for public programs and private gatherings. Located at the heart of the building, the 2,202 square foot Multipurpose center provides space for community classes, workshops, and celebrations community gatherings, like exercise classes, health and wellness seminars, and community festivals and parties. The Event Hall, a more intimate space, is well-suited to private events like Quinceañeras and or wedding receptions. Both spaces have an open, flexible layout that can be adapted to diverse revenue-generating public programs, including:

### ARTS AND CULTURE PROGRAMMING

In addition to arts and cultural programming offered in the Event Plaza, the CCC's Multipurpose Center and Event Hall provides space for arts and cultural classes and workshops Coachella residents want, but currently do not have access to. For Coachella residents, the two greatest barriers to participation in arts and cultural classes are lack of access nearby and cost. As a centrally located non-profit facility owned by the city, the CCC can help remove these barriers by providing affordable rental rates to artists and arts organizations offering classes, while still earning revenue to help cover operations costs. For example, KDI interviewed artists in Coachella who earn supplemental income by teaching affordable group lessons at other community members' homes. Large meeting spaces in the CCC like the Meeting Center and Event Hall would provide artists larger meeting rooms that would allow them to expand their impact and income.

The Richmond Art Center in Richmond, California, a city in the East San Francisco Bay area with around double the population of Coachella, provides a potential model for community-based, affordable art classes that support local teaching artists. Richmond-based artists, many of whom were born and raised in the area, offer classes in drawing, ceramics, painting, dance,

**THE EVENT HALL AND MULTIPURPOSE CENTER OFFER POTENTIAL REVENUE STREAMS THROUGH RENTAL FOR USES INCLUDING:**

- Private celebrations like Quinceañeras and weddings
- Corporate conferences
- Private meetings by NGOs and businesses
- Arts and cultural classes and workshops by local artists, including music, dance, and visual arts
- Health and wellness seminars, classes, and workshops, including meditation, zumba, yoga, and more
- Business development courses for local small businesess
- Local NGOs hosting events and fesivals

Customer at Downtown Coachella business

Small business in Downtown Coachella

**SMALL BUSINESS OWNERS WILL BENEFIT FROM RESOURCES AT THE CCC AND THE CCC WILL DRAW MORE POTENTIAL CUSTOMERS DOWNTOWN AND CATALYZE REVITALIZATION**

sewing, collage, and other mediums at two different price points: adult and youth students can enroll in semester-long courses or pay for a one-time drop-in session. For example, adult students can sign up for a once-weekly, 10-week drawing class for **$45 or pay a $25 drop-in rate** to join a single class of their choosing.[17] Classes for teens are priced similarly, but some children's classes offer slightly lower rates, offering students 10 weekly sessions for around **$30 to $50** in total or a single drop-in session for around **$18**. Classes for youth and teens are offered after school and on Saturday mornings. The Richmond Art Center's pricing model provides affordability and flexibility for student artists of all levels and ages, in addition to providing teaching opportunities and additional income for local artists.

### BUSINESS DEVELOPMENT PROGRAMMING

In KDI's survey of Coachella residents, almost 40% of participants wanted services for small businesses, including home- and street-based entrepreneurs like food vendors. Coachella residents are entrepreneurial: over a quarter (26%) of Coachella residents surveyed run or have a household member who runs a small business or income-producing endeavor. On top of that, almost 100% of survey respondents said that space in Downtown Coachella would help them or someone in their household grow their business.

**FLEXIBLE SPACES AT THE CCC PROVIDE OPPORTUNITES FOR DIVERSE PROGRAMMING LIKE CAREER FAIRS (TOP LEFT) HEALTH FAIRS WITH FREE SCREENINGS (TOP RIGHT) AND HEALTH AND EXERCISE CLASSES (BOTTOM)**

Career fair // Source: Skyline College

Health fair and screenings // Source: NPR

Adult exercise classes // Source: YMCA

The City offers an existing network of small business support programs. Meeting and workshop space in the Co-working Center and Non-profit Hub would allow the city to grow its offerings, as well as invite programming by outside organizations that provide technical assistance and business training. Existing business incubators in the region, most notably the Palm Springs iHub and Accelerator Campus managed by the CVEP, are concentrated in the western side of the Coachella Valley and mainly draw businesses from elsewhere in the state.

Technical assistance and programming for small businesses offered at the CCC should be focused on supporting the entrepreneurs that already live and work in Coachella. The CEO of CVEP and director of the Palm Spring iHub and Accelerator Campus shared that drop-in hours and on-demand business coaching are the most successful and utilized resources they offer, compared to scheduled workshops or training sessions. In the CCC's meeting rooms or flexible Multipurpose Center space, the City's Economic Development Department and potential partners like SCORE, an organization that provides technical assistance to entrepreneurs, could offer regular drop-in business counseling to help local entrepreneurs with their specific business needs, like developing business plans, applying for financing, identifying new revenue generation opportunities, and more. Programming for small businesses and entrepreneurs will help grow the local economy in the long-run by supporting the expansion of home-grown businesses that reflect and serve the local community.



## HEALTH AND WELLNESS PROGRAMMING

The Event Hall and Multipurpose Center also provide space for health and wellness programming Coachella residents want to see like yoga, dance, or zumba classes, in addition to public classes or workshops on topics like nutrition or meditation. These spaces could generate revenue through rental to organizations and practitioners offering wellness services. See the Health and Wellness Center section for a more detailed description of the revenue generation potential of health and wellness programming at the CCC.

## PRIVATE EVENTS

In addition to offering space for public programs, the Event Hall and Multipurpose Center can provide additional revenue through private rental. The spaces can be rented for events like weddings, Quinceañeras, family reunions, and other large, private events. Additionally, both rooms open onto outdoor areas, creating potential for indoor-outdoor events at the CCC.

Dia de los Muertos celebration in the MRCA atrium

Individuals rent the indoor and outdoor spaces for private events like weddings

### PRECEDENT STUDY: LA RIVER CENTER AND ATRIUM

The Los Angeles River Center and Gardens, managed by the Mountains Recreation and Conservation Authority (MRCA) offers flexible, multipurpose spaces for private and public organizations and individuals. An indoor atrium offers space for conferences or public festivals like a Dia de los Muertos celebration (top left), while outdoors gardens and patios like those surrounding the CCC have been used for events like weddings (bottom left).

MRCA rents the facility to public agencies free of charge, with specific approval requirements for meetings over 100 attendees.

Private parties rent the indoor and outdoor facilities for gatherings like weddings, conferences, meetings, and receptions for between **$7,500 and $13,000**. Non-profit organizations are offered a heavily discounted rate for gatherings up to 150 guests.

## EVENT PLAZA 1 2 3 4

Arts and cultural events and activities are a key source of economic flows, with the potential to increase employment, income, and tax revenue. Additionally, the arts and cultural sector provides unique opportunities for public sector intervention because arts and cultural programs are public goods and often are run, promoted, or authorized by local public authorities. The CCC's Event Plaza along 6th Street can help strengthen the local economy by providing a space for public arts and cultural programming like public events, festivals, performances, and a farmer's market, all of which Coachella residents prioritized throughout engagement.[18]

### FARMER'S MARKET

A weekly farmer's market in the CCC event plaza can be a driver of economic growth. The primary economic benefits of a farmer's market include direct profits to vendors, job creation for employees working the event, sales tax revenue, and any fees paid to the city by vendors or event organizations. Indirect benefits include stimulating Downtown revitalization, enhancing the CCC, Veteran's Memorial Park, and 6th Street Corridor as a destination, and other spillover effects. A study by the Project for Public Spaces found that in a city the size of Coachella with a population under 70,000, expenditures by vendors at a farmer's market have an average regional economic multiplier of 1.13, meaning for every $1.00 of total expenditures made by vendors in the farmers market, **$1.13** will be created in the region.[17] As an example, a 2011 study of the downtown farmer's market in Saginaw, Michigan, which has a population almost exactly the size of Coachella's, demonstrated the market had an over **$200,000 spillover effect** and resulted in more than **$1.5 million in annual economic impact.**[19] Proximity to the farmer's market also provides opportunities for new and start-up food businesses to test their products.

A regular farmer's market in the event plaza would also help meet residents' desire for improved access to healthy foods and nutrition and community-wide cultural events. Farmer's markets can also often serve as an important social gathering space and way to reach residents and connect them with other services like free health screenings or food assistance.

Farmer's markets allow entreprenuers opportunities to test out new products and gain customers // Source: TimeOut

Farmer's markets are drivers of economic and community development // Source: TimeOut

**A WEEKLY FARMERS MARKET IN THE EVENT PLAZA CAN CREATE SPILLOVER EFFECTS, GROWING THE LOCAL ECONOMY,**

**IN ADDITION TO INCREASING COACHELLA'S DESIRABILITY TO NEW RESIDENTS**

**AND IMPROVING QUALITY OF LIFE FOR COMMUNITY MEMBERS**

## PUBLIC EVENTS, FESTIVALS, AND PERFORMANCES

Public cultural events like festivals or live music performances also drive economic benefits to local economies and cities through creating jobs, tax revenue, and expanding tourism and local purchasing. Investment in arts and cultural events also has secondary impacts: it enhances quality of life for residents, can strengthen community ties and sense of belonging, and is a strong driver in attracting new and young residents.[20] A variety of arts and cultural offerings may be particularly important in retaining Coachella's growing young, working-age population.

Furthermore, the creative sector can be a strong contributor to the local economy, particularly in rural areas and small cities where artists are likely to work locally and be deeply embedded in local communities.[22] Other small and mid-sized California cities have seen growth in their local economy as a result of public investment in the creative sector. A new performing arts complex in Grass Valley, a city in the Sierra Foothills of Northern California, has resulted in increased spending at local businesses like restaurants, hotels, shops, and galleries, and has increased the city's attractiveness to working-age residents.[23] Closer to Coachella, businesses in the Culver City area of Los Angeles have seen increased revenue since the opening of a performing arts space and, in recognition of the positive impact of arts and culture on economic growth, the city adjusted its public art ordinance to allow for contributions for developers. Prevalence of arts and cultural activities is also related to lower rates of undesirable outcomes in US communities, like crime level.[24]

The success of the Coachella Food Truck Park, a pop-up food truck event on 4th Street in Downtown Coachella in the spring of 2019, proves the potential benefits of similar public cultural events. The event featuring local musicians, artists, and food entrepreneurs drew nearly 10,000 visitors in its first weekend--more than doubling the event organizer's expectations. The city helped make the festival possible by renting the 4th Street lot to the organizer for **$1**. Admission was free for attendees--visitors only paid for the food, beverages, and merchandise they purchased. The Coachella Food Truck Park provided a space for local entrepreneurs and artists to grow their audience and reach large numbers of consumers at a single location. New and established businesses both benefited—for entrepreneurs starting out, the pop-up event provided a testing ground for their product, while more established businesses like Downtown's Coachella Bar sold merchandise like beer mugs, baseball caps, and T-shirts.

The event has since relocated to Indio, but its inception in Coachella proves the viability and economic benefit of large arts and cultural events in the city.[25]

Coachella Food Truck Park event // Source: cactushugs.com

Coachella Pride festival

**ARTS AND CULTURAL EVENTS AND PROGRAMS HAVE MYRIAD POSITIVE IMPACTS ON THE LOCAL ECONOMY, INCLUDING:**

- CREATING JOBS
- EXPANDING TAX REVENUE
- INCREASING TOURISM AND LOCAL PURCHASING
- ENHANCING LOCAL QUALITY OF LIFE
- STRENGTHENING COMMUNITY TIES
- ATTRACTING NEW RESIDENTS

Youth at annual Eastern Coachella Valley Pride celebration

Family at a community event in Veterans Memorial Park

Existing landscape outside City Hall building

Mural at existing City Hall building



## POTENTIAL REVENUES AND EXPENSES*

| DESCRIPTION | POTENTIAL REVENUE OR ECONOMIC IMPACT |
|---|---|
| ARTS AND CULTURAL CLASSES | $3-$18/CLASS |
| FARMERS MAKET | 1.13 MULTIPLIER |
| EARLY CHILDHOOD EDUCATION | 7.3 MULTIPLIER |
| SLIDING SCALE HEALTH AND WELLNESS SERVICES | $25-$60/SESSION |
| COMMUNITY KITCHEN - RENTAL | $15-$20/HOUR |
| COMMUNITY KITCHEN - SHELF STORAGE | $30/MONTH |
| COMMUNITY KITCHEN - RENOVATION | $100-$300/SQUARE FOOT |
| CO-WORKING SPACE - DROP IN | $25/DAY |
| CO-WORKING SPACE - MEMBERSHIP | $100-$450/MONTH |
| MEETING SPACE - HOURLY RENTAL | $25-$30/HOUR |
| MEETING SPACE - DAILY RENTAL | $100/DAY |
| NON-PROFIT HUB OFFICE SPACE - LEASE | $.75-$1.50/SQ |
| FLEXIBLE GATHERING SPACES - RENTAL | $7,500-$13,000/EVENT |

*Potential revenues and expenses are based on those of existing precedents in the region or similar contexts and are not meant to be comprehensive. Accurate revenue and cost projection based on the finalized building design, program, and facilities management plan should be part of the next phase of the project (see Recommendations chapter).

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# CONCEPT DESIGN


Concept Drawings 50

Cost Estimates 78

# CONCEPT DRAWINGS

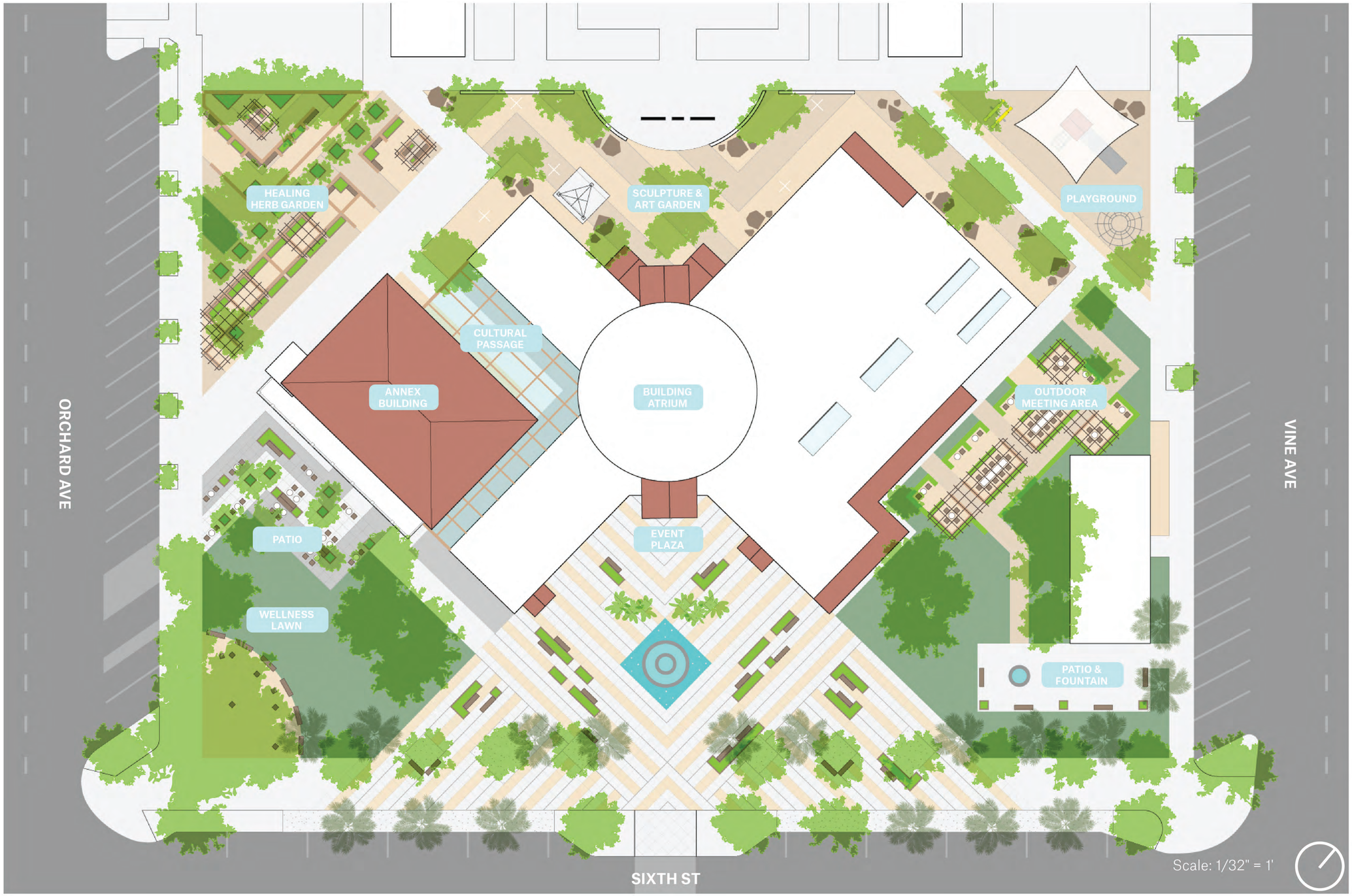
## CONTEXT & SITE ORGANIZATION

Coachella City Hall is situated within the lower half of the block created by the intersections of Sixth Street, Orchard Avenue, Fourth Street, and Vine Avenue. Veterans Park, a recently constructed public space project, occupies the top half of the block. The latter half of the block, when cut in half by the extension of Fifth St, comprises the site boundaries for this project.

The existing grounds and landscaping has potential to better accommodate many of the amenities and features Coachella community members want in the CCC.

The reinterpretation of the building and grounds helps meet community needs. The original semi-circular motif - seen in the original entrance and Veterans Park pathways - hsa been replaced with triangular and trapezoidal shapes to encourages movement from the edges of the grounds to the center.

The axis connecting Veterans Park with the CCC is reinforced by removing the walls that originally bisected the block. The axis,  filled with arts and cultural programming, extends through the Atrium of the CCC and the Event Plaza to the Library across Sixth Street.




## SITE PLAN

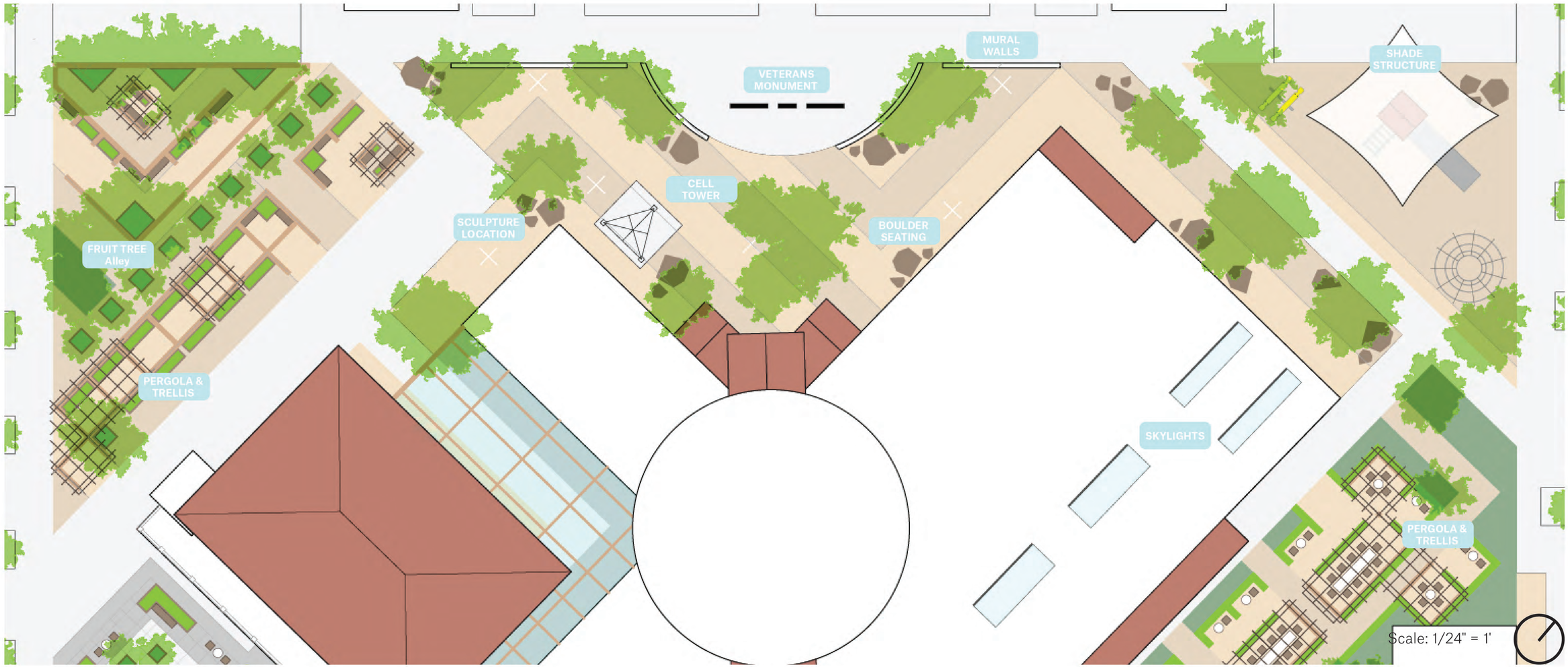
By extending the circulation along the building's edges, diagonal pathways cut establish the four corners that anchor the site. These corners act as programmatic zones that serve different demographics within Coachella's community. Each zone features a unique program, in addition to a variety of natural and constructed shading (e.g. grove of trees and pergolas) and seating (e.g. boulders and benches) options.

All corners point to the heart of the site where the CCC building sits in between the Event Plaza and Sculpture Garden. Although both of these outdoor spaces are important arts and cultural anchors, each cultivates a different atmosphere. The Sculpture Garden offers space for more quiet, contemplative reflection and relaxation, while the Event Plaza encourages larger, active gatherings.

## SITE PLAN (CONT.)

In the easternmost corner, visitors will find the Herb Gardens, a shaded and aromatic addition to the grounds. Here, wooden pergolas mix with vine-covered trellises and Corten steel raised beds where community members can cultivate a variety of edible plants and herbs endemic to Southern California. Residents are also encouraged to pick and eat fruit from the Fruit Tree Alley that bisects the gardens. These gardens can also serve as an active learning space for youth that visit the CCC.

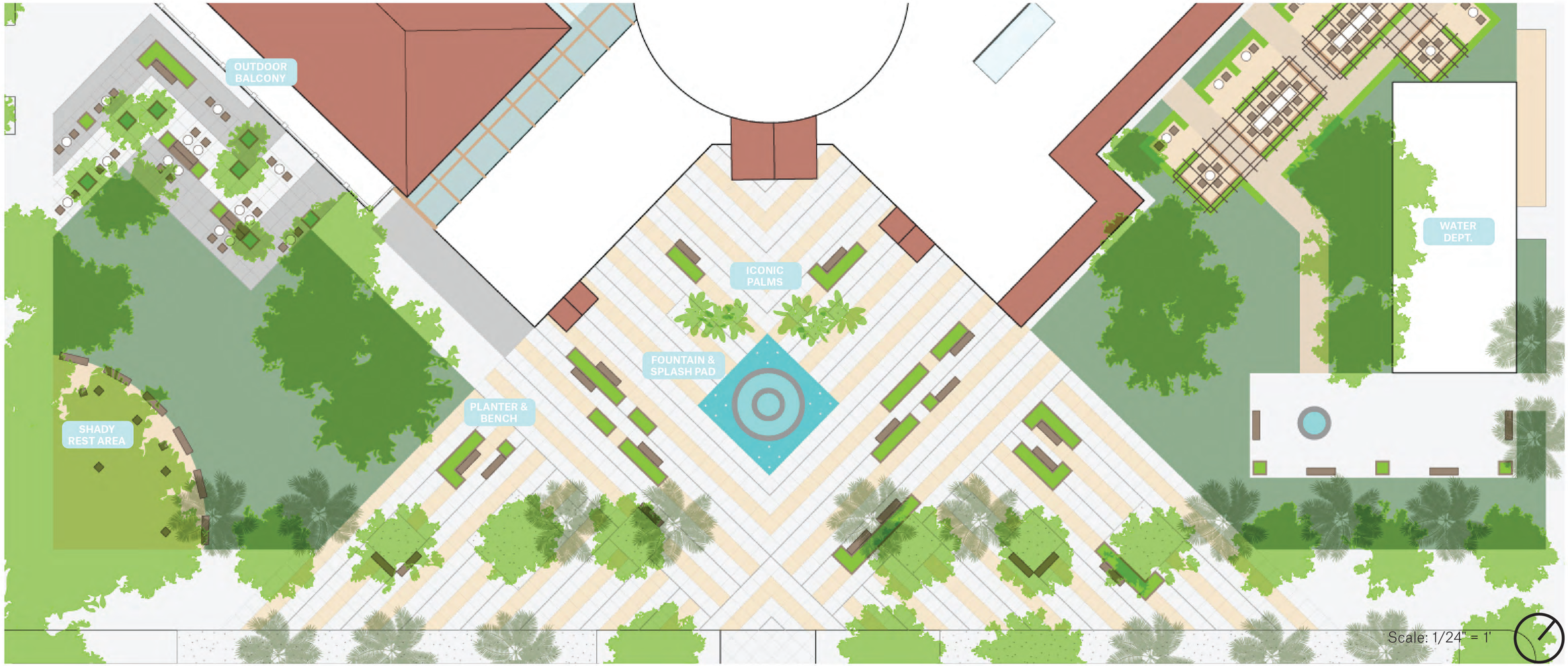
In the North corner underneath an existing shade structure is the revamped playground for children. During community engagement, many residents indicated their desire for new playground infrastructure (existing slides and a playing platform in the shape of a military tank likely pay homage to the Veterans Park and memorial). In response to community feedback, the design team replaced the tank with other play equipment and included several boulders for scrambling and sitting.



## SITE PLAN (CONT.)

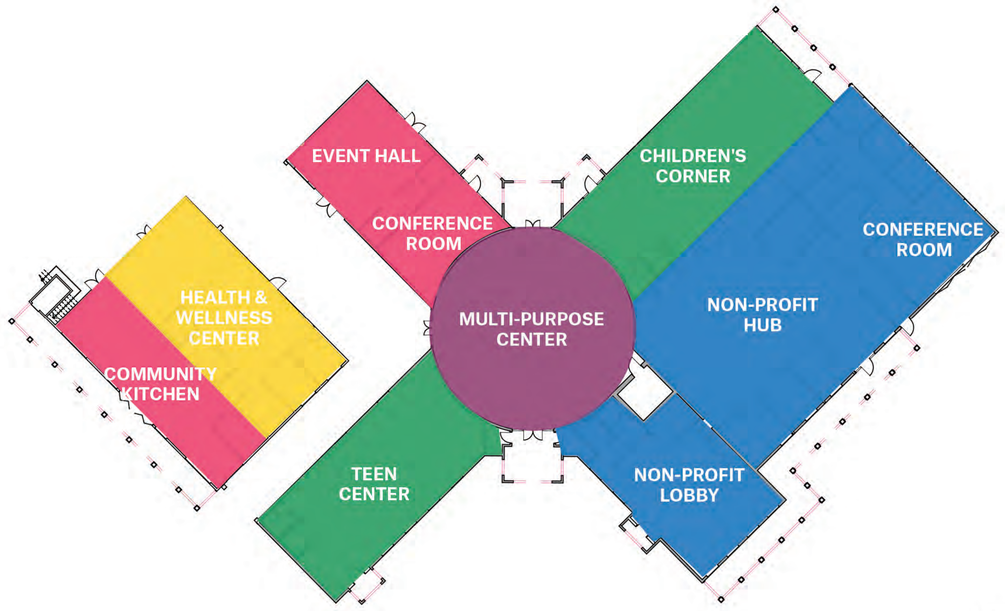
To the south are the Patio and Wellness Lawn. This corner retains all of the large shade trees original to the site, with several seating options dispersed throughout. Tiled pavers create a zig-zag pattern to draw passersby along the sidewalk into the site and onto the Patio. The Patio continues onto the colonnade of the Annex building, crossing the threshold into the Community Kitchen and connecting to the entrance of the Cultural Passage. Visitors on the second floor of the Annex can look out to the Patio and Wellness Lawn from the new outdoor balcony.

In the western corner is the Outdoor Meeting Area and existing Water Department Building. This corner also retains all of the existing large shade trees, while replicating the pergola and trellis shade structures from the Herb Gardens. During the design workshops with the community, many participants expressed interest in additional conference rooms and meeting spaces, so the indoor conference area extends to the outdoors, using natural planting and shading devices as partitions.



## BUILDING PROGRAM

Utilizing the existing architecture, which allows for a multitude of uses to retain privacy while maintaining easy access, the proposed program, chosen by the Coachella community members,  has been allocated to the different “spokes” of the building. Greeting the community and anchoring the project is the Atrium, a multi-purpose room at the center of the main building. The Non-Profit Hub occupies the southeastern spoke, which has expanded in floor area. Opposite of each other, to the Northeast and to the Southwest, are the Children’s Center for younger children and the Teen Center for young adults.

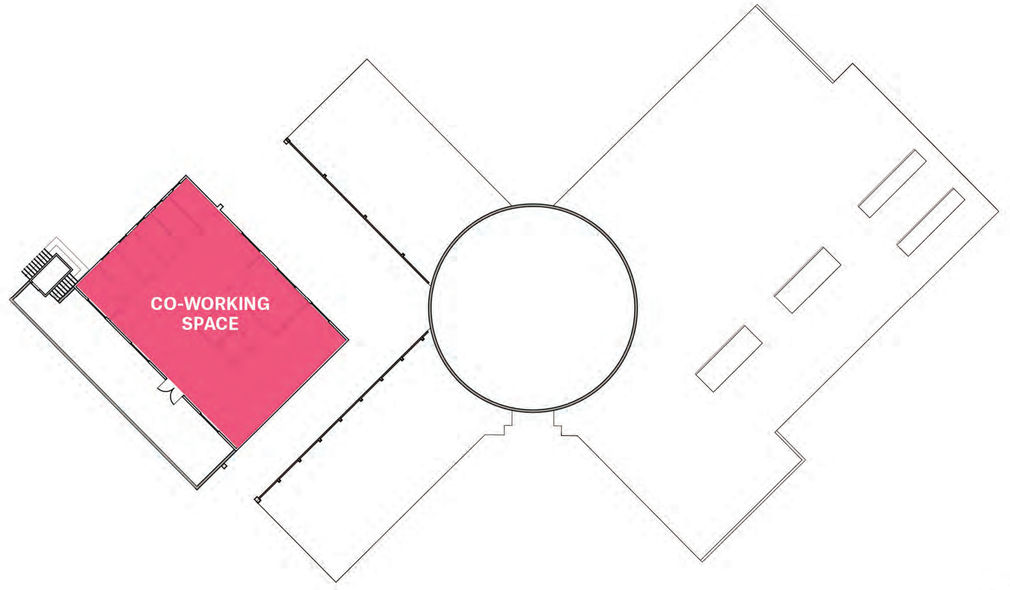



### TOTAL PROGRAM SQ FT

| | |
|---|---|
| 2,202 SF | ARTS AND CULTURE |
| 1,656 SF | HEALTH AND WELLNESS |
| 5,912 SF | PUBLIC SERVICES AND RESOURCES |
| 3,644 SF | YOUTH DEVELOPMENT AND ACTIVITIES |
| 4,081 SF | SMALL BUSINESS AND ECONOMIC DEVELOPMENT |

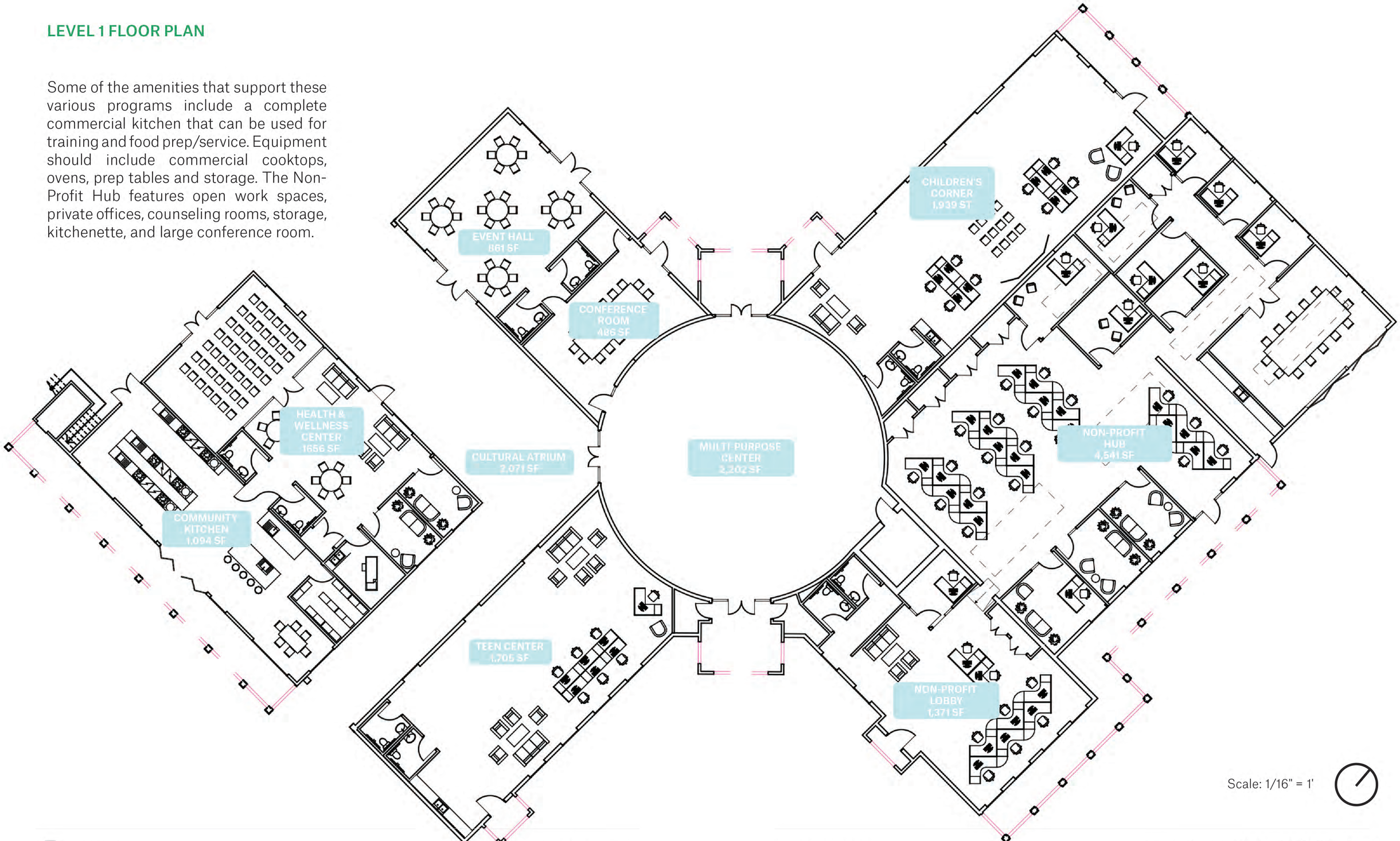


The northwest spoke hosts a large conference room that connects to the Event Hall via the Atrium. Both spaces which can be rented for public and private uses by the community. The Event Hall opens up to the Sculpture Garden and Cultural Passage — a covered, open-air space filled with planting and cultural arts. The Health & Wellness Center and the Community Kitchen is on the ground floor. Coachella residents were enthusiastic about the CCC offering different, but complementary, programmatic elements. The Herb Garden, Community Kitchen, and Patio are one of many examples of reciprocal spaces in the CCC building and grounds. A second floor has been added on top of the existing Annex Building to house co-working space.



## LEVEL 1 FLOOR PLAN

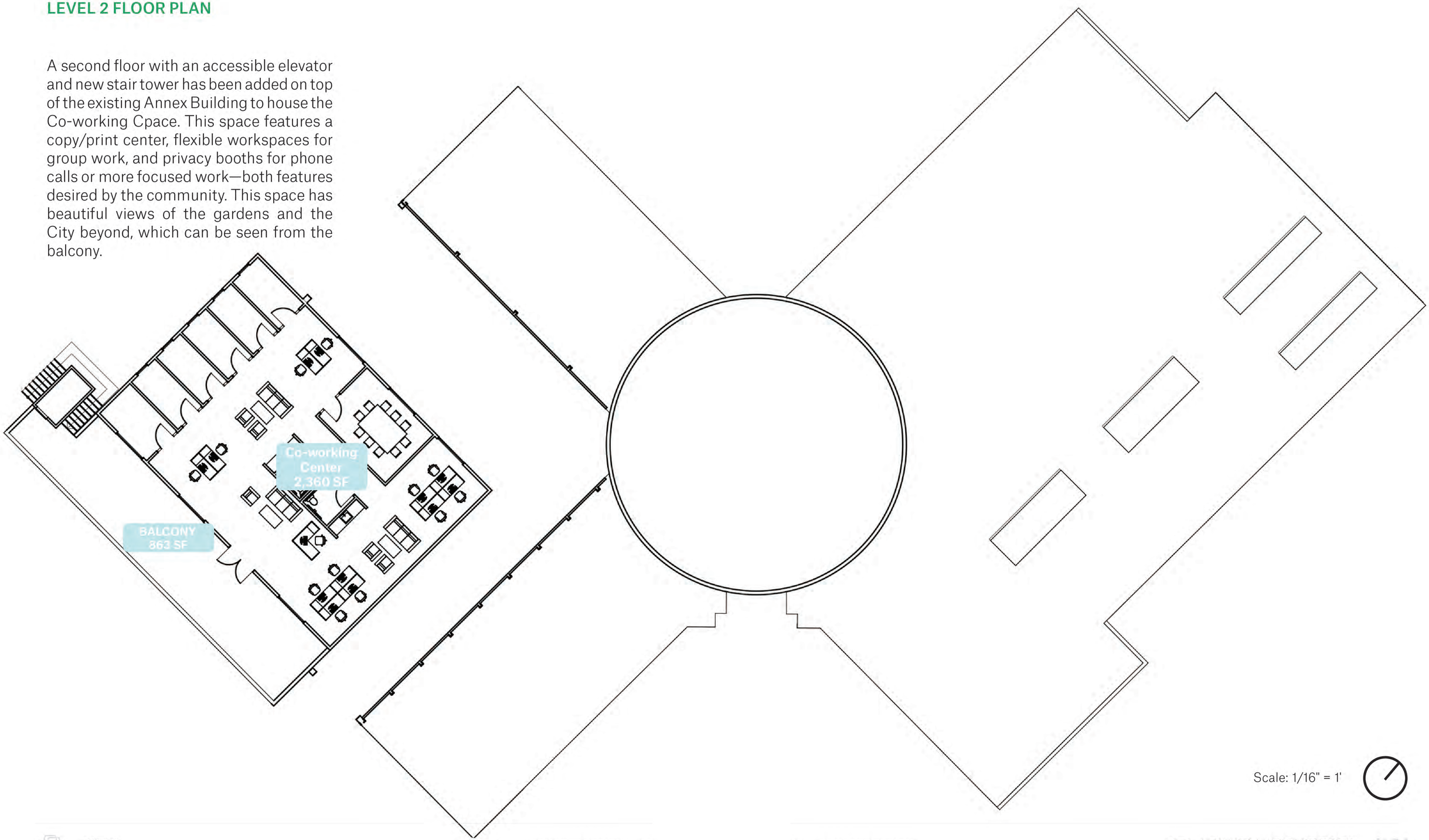
Some of the amenities that support these various programs include a complete commercial kitchen that can be used for training and food prep/service. Equipment should include commercial cooktops, ovens, prep tables and storage. The Non-Profit Hub features open work spaces, private offices, counseling rooms, storage, kitchenette, and large conference room.




Scale: 1/16" = 1'

## LEVEL 2 FLOOR PLAN

A second floor with an accessible elevator and new stair tower has been added on top of the existing Annex Building to house the Co-working Cpace. This space features a copy/print center, flexible workspaces for group work, and privacy booths for phone calls or more focused work—both features desired by the community. This space has beautiful views of the gardens and the City beyond, which can be seen from the balcony.



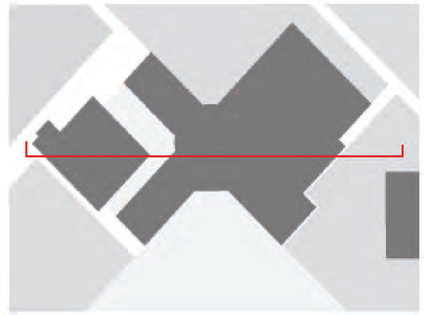

Scale: 1/16" = 1'

Coachella City Hall, a unique and iconic building in the heart of the City, has been reimagined into a beautiful, functional and sustainable Coachella Community Center. With new massing, extensive new glazing, new façade materials and redesigned entry points, the building combines its history with a contemporary future. The style of the building, an updated and contemporary Spanish Colonial, is consistent with the architectural preferences of the community and takes inspiration from the Library across Sixth Street; sustainable measures such as cool roofs, solar panels and completely new HVAC and Plumbing systems modernize this building into an efficient and striking home for its new program.

## LONGITUDINAL SECTION

One of the key moves in reimagining this structure was to elevate its height. Adding a permanent version of the Annex building and including a second story allows for more floor area without dominating the site. Lifting the roof of the central atrium creates a new Multi-purpose Center with the qualities of an open gallery or gymnasium. Skylights further improve the quality of the work environment in the Non-Profit Hub.

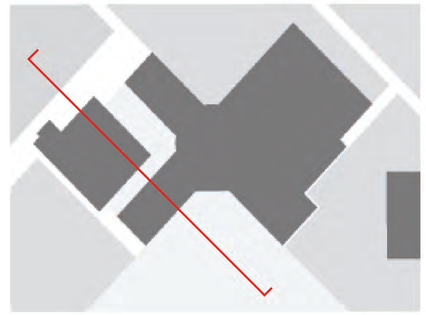
## KEY PLAN

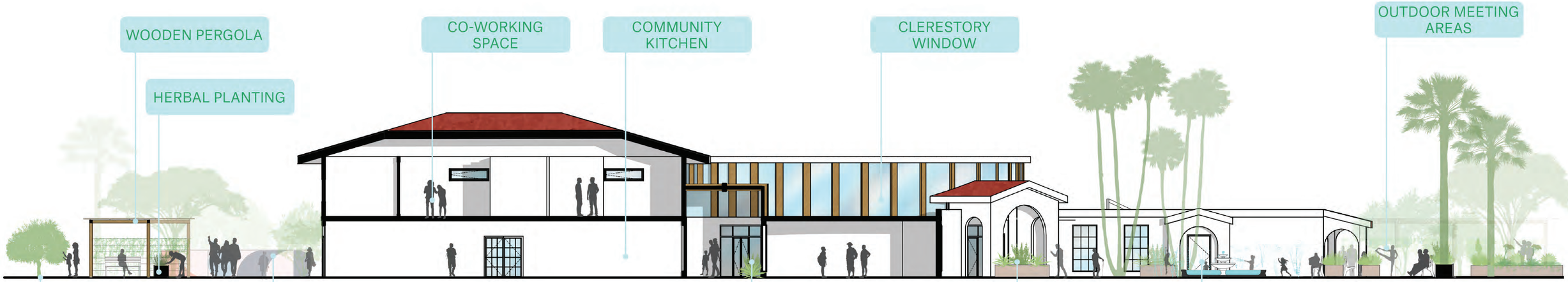


## DIAGONAL SECTION

Connectivity was key in redeveloping the old City Hall into the CCC. The original building required users to walk long distances outsde in order to get to another part of the building. By filling in the existing “alley” with a canopy, and opening the adjacent programs into that space, it is much easier to move between the Multi-Purpose Center, where one might take a dance class, and into the Health & Wellness Center, where one might join a group session or have an appointment. The Teen Center and Event Hall also open into this passage, allowing family membesr of all generations to comfortably and safely participate in different programs at the same time.

## KEY PLAN





## MULTI-PURPOSE ATRIUM

This 2,200 square foot space at the heart of the building  complets the arts and cultural axis between the Library and Veterans Memorial Park. The roof has been elevated and a new clerestory of windows with vertical shading devices bring natural light and height to the room. With connections to the Sculpture Garden, Event Plaza, Cultural Atrium and a Conference Room and Storage, the potential uses include health and wellness classes and workshops, cultural events and festivals, businesses development seminars and job fairs, private events like Quinceañeras and more.

## KEY PLAN

## CULTURAL PASSAGE

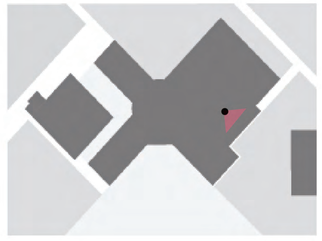
Connecting the main building and the new, two-story annex is an indoor-outdoor passage that is covered by a glazed canopy with shading devices. Plants, art, sculpture and other artifacts that reflect the history and the culture of Coachella fill the passage. This will become a peaceful place for people to gather before and after classes, a colorful place for photography of weddings/engagements or Quinceañeras, and a place of pride for the community to showcase its heritage.

## KEY PLAN

## CONFERENCE ROOM

One of the main features of the Non-Profit Hub is the Conference Room. This 500 square foot room allows for small and large gatherings. With skylights and lots of windows, this is an ideal place to conduct training, have meetings and conduct presentations. Doors open to the wi-fi-equipped Outdoor Meeting Area that helps provide healthy work environments.

## KEY PLAN



## PATIO

The Community Kitchen is designed to be an active hub of training and service. A shaded colonnade connects the kitchen to an outdoor dining and gathering space, offering opportunity for food entrepreneurs using the Community Kitchen to host pop-events to test new products and build their business.

## KEY PLAN

## COST ESTIMATES

This is a high-level, rough order of magnitude (ROM) estimate that KDI and Relativity Architects assembled for construction and development costs associated with the proposed renovation and expansion of Coachella City Hall into a multi-use Community Center with new outdoor landscaping and programming. This ROM estimate is at a conceptual design level and is based on an average of similar project costs from 2018-2020 in Los Angeles County. Escalation, existing conditions, abatement, local construction rates, off-site improvements and any processes or approvals outside of the typical development process are not reflected. The accuracy of these numbers is not guaranteed.

It is strongly recommended that a general contractor from the Coachella Valley be engaged in a formal cost estimation scope in order to determine an accurate project budget.

## ESTIMATE BREAKDOWN

| DESCRIPTION | QUANTITY (SF) | UNIT COST | ESTIMATE |
|---|---|---|---|
| DEMOLITION | | | $50,000 |
| RENOVATED AREAS (FFE INCLUDED) | 13,500 SF | $285 | $3,847,500 |
| NEW CONSTRUCTION (FFE INCLUDED) | 5,450 SF | $345 | $1,880,250 |
| SITE WORK & LANDSCAPING | 60,000 SF | $55 | $3,300,000 |
| BUILDER COSTS | | 15% | $1,361,663 |
| **SUBTOTAL HARD COSTS** | | | **$10,439,413** |
| CONTINGENCY | | | $3,131,824 |
| **TOTAL HARD COSTS** | | 30% | **$13,521,236** |
| SOFT COSTS | | 15% | $2,028,185 |
| CIVIL ENGINEERING, SOILS, ENVIRONMENTAL REPORTS, SURVEYS | | | |
| ARCHITECT, LANDSCAPE ARCHITECT, MEP & STRUCTURAL ENGINEERING | | | |
| ENTITLEMENTS & PERMIT FEES | | | |
| **TOTAL SOFT COSTS** | | | **$2,028,185** |

# RECOMMENDATIONS

Next Steps 82

# NEXT STEPS

This Feasibility Study demonstrates the need, market, and potential design of the CCC. However, additional community engagement, design development, and a strategic funding and building management plan are necessary to bring the project to life. The following list is not comprehensive, but instead lays out a few of the important next steps to translate this Study into a built project:

## 1 ENGAGE PARTNER ORGANIZATIONS AND FORM CCC STEERING COMMITTEE

The City of Coachella should engage partner organizations and agencies to identify the organizations that would offer programs identified in this Study. The City should invite partner organizations to join a CCC Steering Committee to provide feedback on next steps. The CCC Steering Committee should also include Coachella residents that represent a diversity of age and background.

## 2 DEVELOP FUNDING STRATEGY AND PROJECT BUDGET

The City, in partnership with the CCC Steering Committee, should develop a budget for building and landscape design and construction, as well as an ongoing maintenance and operations budget. Funding sources could include government (federal, state, and local), foundation, and corporate grants, rental revenues, New Market Tax Credits, and more.

## 3 FINALIZE BUILDING DESIGN THROUGH COMMUNITY-LED PROCESS

The City, in partnership with KDI and Relativity Architects, should engage community members in a community-led design process to finalize detailed building and landscape design.

## 4 CREATE FACILITY MANAGEMENT PLAN

The City, in partnership with the CCC Steering Committee, should develop a Facility Management Plan. The CCC could be managed by City staff in a new or existing department or the City could consider hiring a local non-profit organization to manage then CCC.

Young community members at the second annual Pride celebration

Resident in Veteran's Memorial Park

Family at a community event in Veterans Memorial Park

Community member at city event

# APPENDIX


Sources 86

Potencial Funding Sources 90

## APPENDIX I: SOURCES


Auburn Associates. ***"MEASURING COLLABORATION."*** 2011, esc-cincinnati.org/wp-content/uploads/2013/10/Measuring_Collaboration_Executive_Summary.pdf.

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# APPENDIX II: POTENCIAL FUNDING RESOURCES

## GENERAL

**Riverside County- Community Development Block Grant**. The Community Development Block Grant (CDBG) is a Federally funded block grant program created by Congress in 1974, with the overall goal to develop viable urban communities by providing decent housing and a suitable living environment primarily for low-mod income persons. Available Online.

## SMALL BUSINESS AND ECONOMIC DEVELOPMENT

**California Employment Training Panel Grant**. $75,000-$750,000; Cycle continuous. The Employment Training Panel (ETP) provides funding to employers to assist in upgrading the skills of their workers through training that leads to good paying, long-term jobs, including groups of employers such as Chambers of Commerce, Joint Apprenticeship Training Committees, Trade Associations or Economic Development Corporations. Available Online.

**The Small Business Administration** works with different organizations to provide federal financial assistance (grants) community resources for certain small businesses. If you can't find any grants that fit your profile, you can see if you qualify for any of our funding programs, or schedule to meet with a counselor to talk about financing your business. Available Online.

**SCORE's** mission is to foster vibrant small business communities through mentoring and education. With the nation's largest network of volunteer, expert business mentors, SCORE has helped more than 11 million entrepreneurs since 1964. Available Online.

## GREEN SPACE AND INFRASTRUCTURE

**CalEPA- Environmental Justice Small Grants.** $50,000 (Max); Anticipate solicitation in May 2021. Grants are awarded on a competitive basis for projects that are based in communities with the most significant exposure to pollution. Available Online.

**California Natural Resources Agency- Urban Greening.** $28.5 million left to be awarded; Application postponed. Eligible urban greening projects will reduce GHG emissions and provide multiple additional benefits, including, but not limited to, a decrease in air and water pollution or a reduction in the consumption of natural resources and energy. Eligible projects will result in the conversion of an existing built environment into green space that uses natural and green infrastructure approaches to create sustainable and vibrant communities. Available Online.

**California Natural Resources Agency- Green Infrastructure Program**. $50,000-$3 million; New cycle TBD. All projects must achieve measurable benefits by a) acquiring, creating, enhancing or expanding community parks and green spaces, or b) use natural systems, or systems that mimic natural systems to achieve multiple benefits to create sustainable and vibrant communities. Available Online

**California Department of Parks and Recreation-Rural Recreation, Tourism and Economic Enrichment Investment Program.** Maximum and minimum grant amounts to be determined through public hearing process; TBD. Based on future state budget appropriation. The program will fund projects that provide new recreational opportunities in rural communities that have demonstrated deficiencies and lack of outdoor infrastructure in support of economic and health- related goals. Available Online

**California Department of Parks and Recreation-Statewide Park Development and Community Revitalization Program (SPP).** $200,000-$2 million; Anticipate solicitation early 2021. SPP will fund acquisition and development construction projects to create new parks and new recreation opportunities in underserved communities across California. Available Online.

**Coachella Valley Mountains Conservancy- Coachella Valley Proposition 68 Parks, Conservation Land Access and Climate Change Response Grant Program.** $6.7 million left to award; Cycle continuous. Expand recreational and educational use of conservation lands and improve sustainability in the Coachella Valley. Available Online.

**CN EcoConnexions From the Ground Up**

CN EcoConnexions From the Ground Up supports collaborative community greening projects that enhance landscapes in communities neighboring CN rail lines to meet the following objectives: Enhance the quality of life in cities, villages, and townships. Promote public health benefits through the proper planting and care of trees and plants. Ensure that community landscapes provide ecosystem services – clean air and water, increased property values, reduced erosion and stormwater runoff, wildlife habitat, moderated temperatures, lessened energy demands, and year-round enjoyment. Enhance community tree canopy by properly planting diverse, quality trees for long-term sustainability and resistance to future pests. Beautify community gateways and create significant landscapes demonstrating the contribution of flowers and plants to growing community pride and economic vitality. Leverage CN EcoConnexions From the Ground Up grant support to catalyze strong and enduring community partnerships to undertake and sustain community greening efforts. Provide opportunities for CN and its neighbors to work together towards shared goals of environmental stewardship. Support long-term community greening through ongoing involvement in America in Bloom. Available Online

**Transformative Climate Communities Program (Implementation Grants).** $28.2 million (Max); 3rd round of funding opens June 2020. The Transformative Climate Communities (TCC) Program funds development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. Available Online.

## TEEN CENTER

**Anderson Children's Foundation.** $3,000-40,000 Grant; Application opens 2/01/2020. Must be (1) serving youth under age 18 in the Coachella Valley of Riverside County, California; (2)Non-profit with official 501c3 or other tax exempt status. Available Online

**California Natural Resources Agency- Youth Community Access.** $50,000-$300,000; Public comment period has been extended. This program is a competitive grant program to support small capital asset projects, public programs, educational programs, job training programs, and outreach programs to support youth access to natural and cultural resources. Available Online.

**Kinder Morgan Foundation Education Grants**

In an effort to support tomorrow's leaders, the Kinder Morgan Foundation funds programs that support the academic and artistic growth of young people. Eligible programs must benefit K-12 youth in communities where Kinder Morgan operates. Areas of focus are academic programming (including tutoring) and arts education, and grant amounts range from $1,000 to $5,000. Deadline: the 10th of every month. Available Online

**My Brother's Keeper Community Challenge Competition**

The Obama Foundation recently announced that it will launch a competition for community-based organizations who want to reduce youth violence and increase the kind of mentoring that can change lives for young men of color. Winners will work with teams of experts to support planning, implementation, and infrastructure development, and they'll also get matching funds to hire a local project lead and planning grants of up to $500,000 to help jump-start initiatives and raise additional resources. The RFP is open to organizations in the 250 communities who accepted President Obama's My Brother's Keeper Community Challenge. Deadline: TBA. Available online

**Mazda Foundation Education Grants**

The Mazda Foundation is offering grants to nonprofits with programs emphasizing education and literacy, environmental conservation, cultural education, social justice, or scientific research. Mazda prioritizes organizations in areas where they have offices (Irvine, CA; Bridgewater, NJ; Chicago, IL; Sugarland, TX; and Jacksonville, FL). Applicants who submit a project of interest to Mazda will need to send a formal proposal. If interested, Mazda may schedule a meeting for further discussion. Applications accepted May 1 to July 1, annually. Available Online

**Oriental Trading Company Education Grants**

The Oriental Trading Company Giving program aims to enrich the lives of children through education, youth programming, and healthcare and human services. Eligible organizations include 501(c)(3) tax exempt organizations and public schools, colleges, and universities. Deadline: Rolling. Available Online



**SPIE Education Outreach and Sustaining Grants**

The International Society for Optics and Photonics (SPIE) provides grants to projects relating to optics and photonics, as well as STEM projects involving optics and photonics. Applicants must display "potential to impact students and increase optics and photonics awareness" and will be judged on that criteria among others. Organizations that receive Education Outreach Grants twice in five years may only apply for a Sustaining Grant. SPIE grants have limits on what they can be used for. Deadline: May 31, annually. Available Online

**The Barney Family Foundation Grants**

The Barney Family Foundation makes grants of up to $50,000 in the educational field, particularly those that benefit children in grades K-8, with emphasis on creating opportunities for better education. The Foundation seeks original ideas with well-outlined plans for project implementation that will lead to tangible, replicable improvements in children's experiences. Grant-seeking organizations may work directly with children and families or may work on research, policy, and advocacy that demonstrably improves the lives of young people. Deadline: September 30, annually. Available Online

## CHILD CARE

**Child Care and Development Fund**

CCDF is administered by the Office of Child Care (OCC) within the Administration for Children and Families (ACF), HHS and provides grants to States, Territories, and Tribes to assist low-income families, families receiving temporary public assistance, and those transitioning from public assistance in obtaining child care so they can work or attend education and training programs. Grantees must serve children younger than 13 years, however, some grantees may also elect to serve children ages 13 to 19 who are physically or mentally incapacitated or under court supervision. Available Online

**Head Start/Early Head Start**

The Office of Head Start, within HHS, provides grants to local public and private nonprofit and for-profit agencies to administer Head Start and Early Head Start programs. These programs provide child-focused services to children from birth to age 5, pregnant women and their families, and have the overall goal of increasing the school readiness of young children from low-income families. Available Online

**Preschool Development Grant Program**

These grants will help States, local education agencies, and local governments build the fundamental components of a high-quality preschool system or expand proven early learning programs. To be eligible for funding, prospective grantees must describe how

they will expand access to children from low- to moderate-income families, ensure an adequate supply of high-quality preschool slots and qualified teachers, monitor for continuous improvement, partner with local education agencies and other providers, and sustain high-quality services after the grant period. Available Online

## COMMUNITY/COMMERCIAL KITCHEN

### Annie's Grants for Gardens

Grants to develop edible garden projects that help connect kids to nutritious food. Geographic coverage: Nationwide. Application Deadline: Nov 2, annually. Sponsor: Annie's Homegrown, Inc. Available Online

### Farmers Market Promotion Program

The Farmers Market Promotion Program (FMPP) funds projects that develop, coordinate and expand direct producer-to-consumer markets to help increase access to and availability of locally and regionally produced agricultural products by developing, coordinating, expanding, and providing outreach, training, and technical assistance to domestic farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, online sales or other direct producer-to-consumer (including direct producer-to-retail, direct producer-to-restaurant and direct producer-to-institutional marketing) market opportunities.

### Healthy Food Financing Initiative Technical Assistance

Technical assistance for early stage healthy food access projects in underserved areas with a focus on management, financial health, and operations. Geographic coverage: Nationwide. Applications accepted on an ongoing basis. Sponsors: Reinvestment Fund, U.S. Department of Agriculture. Available Online

### Robert Wood Johnson Foundation Pioneering Ideas Brief Proposals

Grants for innovative projects that are working to build a culture of health, ensuring that everyone has access to the care they need and all families have the opportunity to make healthier choices. Geographic coverage: Nationwide. Applications accepted on an ongoing basis. Sponsor: Robert Wood Johnson Foundation. Available Online

### Walmart Foundation Community Grant Program

Grants to support the needs of local communities in the areas of hunger relief and healthy eating, health and human services, quality of life, education, community and economic development, diversity and inclusion, public safety, and environmental sustainability. Geographic coverage: Nationwide. Application Deadline: Dec 31, annually. Sponsor: Walmart Foundation. Available Online



## HEALTH AND WELLNESS CENTER

### Advancing Wellness Grants

The California Wellness Foundation invests to advance wellness in California communities, cities and counties, and statewide. To get a grant, work must fit into one or more of their specific priority areas: Health Care, Healthy and Safe Neighborhoods, Education and Employment, Health Policy and Strengthening the Sector. Application process begins with an LOI. Available Online

### Community Access to Child Health (CATCH) Planning and Implementation Grants

Funding to support pediatricians and fellowship trainees in the initial planning and/or pilot stage of implementing innovative, community-based projects to increase children's access to optimal health and well-being and address unmet child health needs. Offers up to 7 rural-focused awards in 2021. Geographic coverage: Nationwide and U.S. Territories. Application Deadline: Jan 27, annually. Sponsor: American Academy of Pediatrics. Available Online

**Kaiser Permanente-Riverside Service Area's Community Health Grant Program**. $5,000-$25,000. TBD. Kaiser Permanente Riverside Service Area's Community Health Grant Program aims to assist organizations with capacity building and program support that address critical needs in our culturally diverse communities with an emphasis on under-resourced populations. Available Online.

### Robert Wood Johnson Foundation Pioneering Ideas Brief Proposals

Grants for innovative projects that are working to build a culture of health, ensuring that everyone has access to the care they need and all families have the opportunity to make healthier choices. Geographic coverage: Nationwide. Applications accepted on an ongoing basis. Sponsor: Robert Wood Johnson Foundation. Available Online

Bank : ewfb EFT FOR WELLS FARGO BANK -

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**2 checks in this report.**

**Grand Total All Checks:** 2,571,079.76

Date: **August 25, 2021**

Finance Director: Nathan Statham

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| | | | | 910896 | 7/30/2021 | PE6/30, #80237.00872, SUCCE | 2,914.90 | |
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**Bank : wfb WELLS FARGO BANK**

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| | | | | | | **Sub total for WELLS FARGO BANK:** | | 46,261.89 |

**6 checks in this report.**

**Grand Total All Checks:** 113,644.72

Date: **August 26, 2021**

Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -S

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Bank : wfb WELLS FARGO BANK

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| | | | | 73552170 | 8/21/2021 | ACC 1338330, PROPERTY TA; | 230.16 | 840.74 |
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| | | | | 20492186 | 7/31/2021 | JULY2021 EXCESS PREMISE | 13.44 | 113.19 |
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| 111531 | 8/26/2021 | 51600 | IRC, INC. | 2021070051 | 8/1/2021 | JULY2021 PRE-EMPLOYMENT | 193.80 | 193.80 |
| 111532 | 8/26/2021 | 45051 | LAMAR OF PALM SPRINGS | 112764845 | 8/9/2021 | 8/9-9/5 POSTER ADVERTISIN( | 1,200.00 | 1,200.00 |
| 111533 | 8/26/2021 | 54123 | LISA WISE CONSULTING, INC. | 3974 | 8/19/2021 | JULY2021 HOUSING ELEMEN | 12,350.00 | 12,350.00 |
| 111534 | 8/26/2021 | 50595 | PACIFIC LIGHTWAVE INC | 20-0854 | 8/20/2021 | OCT-DEC2021 BUSINESS INT | 2,397.00 | 2,397.00 |
| 111535 | 8/26/2021 | 54320 | PALMS TO PINES TOWING | 33293 | 7/12/2021 | 7/12 TOWING: RAMON RD TC | 490.00 | 490.00 |
| 111536 | 8/26/2021 | 49989 | PAUL ASSOCIATES | 85457 | 8/6/2021 | DEVELOPMENT SERVICES EI | 241.28 | |
| | | | | 85467 | 8/9/2021 | SPECIAL ORDER STAMPS | 113.25 | |
| | | | | 85456 | 8/9/2021 | BUSINESS CARDS: G. PEREZ | 97.90 | 452.43 |
| 111537 | 8/26/2021 | 52344 | QUADIENT FINANCE USA, INC | CD 8/12/21 | 8/12/2021 | JULY2021 POSTAGE BY PHOI | 1,112.51 | 1,112.51 |
| 111538 | 8/26/2021 | 02207 | STATE BOARD OF EQUALIZAT | UT-2019/2020 | 8/16/2021 | 2019 & 2020 USE TAX+PENAL | 2,913.22 | 2,913.22 |
| 111539 | 8/26/2021 | 54319 | VERUS FORENSIC | 1732-FS 601 | 8/3/2021 | JUNE-JULY2021 SVCS: PJCT | 1,250.00 | 1,250.00 |
| | | | | | | **Sub total for WELLS FARGO BANK:** | | 79,320.92 |

**22 checks in this report.**

**Grand Total All Checks:** 184,359.08

Date: **August 26, 2021**

Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -S

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 356 | 9/2/2021 | 53391 | BSK ASSOCIATES | RE00157 | 2/23/2021 | DEC2020-JAN2021 WASTEW/ | 12,464.50 | 12,464.50 |
| | | | | | | Γ FOR WELLS FARGO BANK -SEPARATE CHECK: | | 12,464.50 |

**Bank : wfb WELLS FARGO BANK**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111540 | 9/2/2021 | 54140 | BECERRIL, YESENIA | Edu Reimb | 8/24/2021 | FY19/20 EDUCATION REIMBU | 5,000.00 | 5,000.00 |
| 111541 | 9/2/2021 | 09650 | CVAG | CV 21162-21 | 8/18/2021 | 4TH QTR- FY20/21 (AP-JN) AE | 11,750.11 | 11,750.11 |
| 111542 | 9/2/2021 | 09950 | CVWD | 17263 | 8/18/2021 | FY20/21 INDIO SUBBASIN ALT | 99,069.19 | |
| | | | | 17153 | 7/9/2021 | FY20/21 SNMP DEVELOPMEN | 27,646.02 | |
| | | | | 17195 | 7/26/2021 | FY20/21 CVRWMG PROGRAM | 8,650.04 | |
| | | | | 17192 | 7/26/2021 | FY20/21 SAFER LIST REVIEW | 1,611.20 | 136,976.45 |
| 111543 | 9/2/2021 | 12870 | DEPARTMENT OF JUSTICE | 529377 | 8/25/2021 | MAY2021 BLOOD ALCOHOL A | 175.00 | 175.00 |
| 111544 | 9/2/2021 | 53389 | DESERT CONCEPTS CONSTR | 20348 | 4/15/2021 | 4/15 RPR'D WATER LINE @ 5' | 1,900.00 | 1,900.00 |
| 111545 | 9/2/2021 | 53007 | DESERT PROMOTIONAL & | 79370 | 6/16/2021 | APEX SERIES CLEAR ACRYLI | 239.25 | 239.25 |
| 111546 | 9/2/2021 | 54325 | FELIX, JR., DOMINGO | Gr II Cert | 8/10/2021 | REIMB GRD II OPERATOR CE | 170.00 | 170.00 |
| 111547 | 9/2/2021 | 23100 | KAMAN INDUSTRIAL TECHNO | M348095 | 8/29/2017 | GAT 3VX315 SUPER HC V-BE | 33.07 | 33.07 |
| 111548 | 9/2/2021 | 54123 | LISA WISE CONSULTING, INC. | 3968 | 7/20/2021 | JUNE2021 HOUSING ELEMEN | 16,708.75 | 16,708.75 |
| 111549 | 9/2/2021 | 52649 | RESOURCES RECYCLING & R | 0000001383375 | 7/30/2021 | FY18/19 CCPP UNSPENT GR/ | 11,515.00 | 11,515.00 |
| 111550 | 9/2/2021 | 37600 | THE DESERT SUN PUBLISHIN | 0003947963 | 6/30/2021 | JUNE2021 PUBLISHED ADS | 2,554.20 | 2,554.20 |
| | | | | | | **Sub total for WELLS FARGO BANK:** | | 187,021.83 |

**12 checks in this report.**

**Grand Total All Checks:** 199,486.33

Date: **September 2, 2021**

Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 357 | 9/2/2021 | 45929 | BECK OIL, INC. | 46322CL | 7/31/2021 | PE7/31 BLDG/PLANNING DEP | 237.43 | |
| | | | | 46327CL | 7/31/2021 | PE7/31 STREETS DEPT FUEL | 1,102.49 | |
| | | | | 46329CL | 7/31/2021 | PE7/31 WATER DEPT FUEL | 646.40 | |
| | | | | 46332CL | 7/31/2021 | PE7/31 PARKS DEPT FUEL | 991.54 | |
| | | | | 46351CL | 7/31/2021 | PE7/31 VEHICLE MAINT DEPT | 372.31 | |
| | | | | 46363CL | 7/31/2021 | PE7/31 CODE ENF DEPT FUE | 569.10 | |
| | | | | 46374CL | 7/31/2021 | PE7/31 SANITARY DEPT FUEL | 922.22 | |
| | | | | 46383CL | 7/31/2021 | PE7/31 BLDG MAINT DEPT FU | 313.19 | |
| | | | | 46384CL | 7/31/2021 | PE7/31 ADMIN DEPT FUEL | 54.57 | |
| | | | | 46421CL | 7/31/2021 | PE7/31 GRAFFITI DEPT FUEL | 268.92 | |
| | | | | 46664CL | 8/15/2021 | PE8/15 ENG DEPT FUEL | 220.26 | |
| | | | | 46675CL | 8/15/2021 | PE8/15 PARKS DEPT FUEL | 939.00 | |
| | | | | 46696CL | 8/15/2021 | PE8/15 VEHICLE MAINT DEPT | 511.77 | |
| | | | | 46706CL | 8/15/2021 | PE8/15 CODE ENF DEPT FUE | 462.51 | |
| | | | | 46717CL | 8/15/2021 | PE8/15 SANITARY DEPT FUEL | 1,083.23 | |
| | | | | 46724CL | 8/15/2021 | PE8/15 BLDG MAINT DEPT FU | 167.97 | |
| | | | | 46725CL | 8/15/2021 | PE8/15 ADMIN DEPT FUEL | 16.91 | |
| | | | | 46321CL | 7/31/2021 | PE7/31 ENG DEPT FUEL | 209.13 | |
| | | | | 46665CL | 8/15/2021 | PE8/15 BLDG/PLANNING DEP | 155.97 | |
| | | | | 46670CL | 8/15/2021 | PE8/15 STREETS DEPT FUEL | 862.11 | |
| | | | | 46672CL | 8/15/2021 | PE8/15 WATER DEPT FUEL | 537.43 | 10,644.46 |
| 358 | 9/2/2021 | 49486 | BRC CONSTRUCTION | 2021210 | 8/20/2021 | INSTLL'D LOCKING TOILET P/ | 342.00 | |
| | | | | 2021211 | 8/20/2021 | RMV'D CONCRETE/FENCING | 386.00 | |
| | | | | 2021212 | 8/20/2021 | RMV'D BLOCK WALL PIECES | 292.00 | 1,020.00 |
| 359 | 9/2/2021 | 53391 | BSK ASSOCIATES | RE00694 | 7/30/2021 | JUNE-JULY2021 WASTEWATE | 2,773.00 | |
| | | | | RE00695 | 7/30/2021 | JUNE-JULY2021 WATER SAMI | 720.00 | 3,493.00 |
| 360 | 9/2/2021 | 53799 | ENTERPRISE FM TRUST | FBN4274347 | 8/4/2021 | AUG2021 LEASE CHRGS ('20 | 5,551.90 | 5,551.90 |
| 361 | 9/2/2021 | 00207 | GRAINGER INC | 9028935584 | 8/20/2021 | COLLARED COVERALLS | 454.75 | 454.75 |
| 362 | 9/2/2021 | 00996 | HOME DEPOT | 0014070 | 8/10/2021 | SHEET METAL, DUCT TAPE, ( | 216.33 | |
| | | | | 7124258 | 8/3/2021 | 5' STEEL T-POST | 71.10 | 287.43 |
| 363 | 9/2/2021 | 24600 | LOPES HARDWARE | 010098 | 8/18/2021 | PAINT/PRIMER & MASKING T/ | 20.29 | |
| | | | | 010035 | 8/20/2021 | DUST PAN, BROOM, BOX SCI | 161.94 | 182.23 |
| 364 | 9/2/2021 | 51559 | MORIN, JR, HECTOR | 8/14 Deposit | 8/16/2021 | DEPOSIT REIMB- COMMUNIT | 300.00 | 300.00 |

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

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 365 | 9/2/2021 | 53736 | RG2 MANAGEMENT LLC | 2681 | 8/10/2021 | WE 8/8: HERNANDEZ+SILVA | 1,260.00 | |
| | | | | 2691 | 8/17/2021 | WE 8/15: J. AGUIRRE | 96.00 | |
| | | | | 2692 | 8/17/2021 | WE 8/15: HERNANDEZ+SILVA | 1,452.00 | |
| | | | | 2693 | 8/17/2021 | WE 8/15: L. VALENZUELA | 545.67 | |
| | | | | 2696 | 8/25/2021 | WE 8/22: K. MEDINA | 1,059.75 | 4,413.42 |
| 366 | 9/2/2021 | 32950 | SAFETY-KLEEN SYSTEMS, IN | 86727171 | 8/5/2021 | 8/3 OIL SVC | 261.80 | 261.80 |
| 367 | 9/2/2021 | 48436 | UNIVAR SOLUTIONS USA INC. | 49379039 | 8/17/2021 | SODIUM HYPOCHLORITE | 5,800.13 | 5,800.13 |
| 368 | 9/2/2021 | 45925 | USA SHADE & FABRIC STRUC | 1326904 | 7/31/2021 | SHADE STRUCTURE | 2,441.98 | |
| | | | | 1326905 | 7/31/2021 | SHADE STRUCTURE | 2,485.13 | |
| | | | | 1326906 | 7/31/2021 | SHADE STRUCTURE | 2,023.95 | |
| | | | | 1326951 | 8/10/2021 | 36'X30' FABRIC REPLACEMEI | 5,559.42 | 12,510.48 |
| 369 | 9/2/2021 | 51697 | WESTERN WATER WORKS SI | 1402595-00 | 7/22/2021 | J&R 6B POLYMER 2PC CVR "\ | 2,158.69 | |
| | | | | 1402614-00 | 7/22/2021 | 90 CPLG QJ 110 COMP CTS, I | 208.04 | 2,366.73 |
| | | | | | | **T FOR WELLS FARGO BANK -SEPARATE CHECK:** | | 47,286.33 |

**Bank : wfb WELLS FARGO BANK**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111551 | 9/2/2021 | 48977 | ADT COMMERCIAL | 141193295 | 8/2/2021 | SP-NV2021 ALARM/EXT SVC I | 196.30 | |
| | | | | 141193285 | 8/2/2021 | SP-NV2021 ALARM, 87075 AV | 145.55 | |
| | | | | 141193286 | 8/2/2021 | SP-NV2021 FIRE/ALARM, 870 | 203.88 | |
| | | | | 141193287 | 8/2/2021 | SP-NV2021 FIRE, COMMUNIT | 236.52 | |
| | | | | 141193288 | 8/2/2021 | SEP2021 CELL/ESUITE/ALARI | 67.58 | |
| | | | | 141193289 | 8/2/2021 | SP-NV2021 CELL BACKUP/FIF | 238.25 | |
| | | | | 141193290 | 8/2/2021 | SEP2021 CELL/EXT SVC PRO | 119.91 | |
| | | | | 141193291 | 8/2/2021 | SP-NV2021 ALARM/EXT SVC I | 205.13 | |
| | | | | 141193292 | 8/2/2021 | SP-NV2021 ALARM/EXT SVC I | 215.10 | |
| | | | | 141193293 | 8/2/2021 | SP-NV2021 ALARM/EXT SVC I | 196.30 | |
| | | | | 141193294 | 8/2/2021 | SP-NV2021 ALARM/EXT SVC I | 208.56 | |
| | | | | 141193277 | 8/2/2021 | SP-NV2021 ALARM/EXT SVC I | 193.29 | |
| | | | | 141193278 | 8/2/2021 | SP-NV2021 ALARM/EXT SVC I | 228.89 | |
| | | | | 141193279 | 8/2/2021 | SEP2021 ALARM/EXT SVC PF | 683.16 | |
| | | | | 141193280 | 8/2/2021 | SEP2021 ALARM/EXT SVC PF | 1,091.89 | |
| | | | | 141193281 | 8/2/2021 | SP-NV2021 EQUIP LSE/EXT S | 472.13 | |
| | | | | 141193282 | 8/2/2021 | SP-NV2021 FIRE, 87101 AVE 5 | 148.26 | |
| | | | | 141193283 | 8/2/2021 | SP-NV2021 ALARM, 87101 AV | 92.67 | |
| | | | | 141193284 | 8/2/2021 | SP-NV2021 EQUIP LSE/EXT S | 254.06 | |
| | | | | 141193296 | 8/2/2021 | SP-NV2021 ALARM/PRIME CE | 201.00 | |
| | | | | 141193297 | 8/2/2021 | SP-NV2021 ALARM, BGDMA S | 145.55 | |
| | | | | 141193298 | 8/2/2021 | SP-NV2021 ALARM/ESUITE/C | 221.85 | |
| | | | | 141193299 | 8/2/2021 | SP-NV2021 EQUIP LSE/EXT S | 459.68 | |
| | | | | 141193300 | 8/2/2021 | SP-NV2021 EQUIP LSE/EXT S | 1,497.75 | |
| | | | | 141406819 | 8/14/2021 | LABOR CHRG @ 87075 AVE 5 | 112.50 | 7,835.76 |
| 111552 | 9/2/2021 | 46835 | AIR AND HOSE SOURCE, INC. | 431007 | 8/9/2021 | FILL HOSE ASSEMBLY, ETC | 241.50 | 241.50 |
| 111553 | 9/2/2021 | 44502 | ALDCO AIR CONDITIONING & | 16719 | 8/9/2021 | RPLC'D FUSE @ LIFT STATIO | 125.00 | 125.00 |
| 111554 | 9/2/2021 | 54140 | BECERRIL, YESENIA | Sbscrptn | 8/12/2021 | APR2021/22 DOCUSIGN/ESIG | 299.51 | 299.51 |

**Bank : wfb WELLS FARGO BANK** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111555 | 9/2/2021 | 43862 | BRENNTAG PACIFIC, INC | BPI329999 | 7/23/2021 | 7/22 DRUM RETURN | -800.00 | |
| | | | | BPI164003 | 7/22/2021 | CHEMCHLOR SODIUM HYPO | 2,205.89 | |
| | | | | BPI164004 | 7/22/2021 | CHEMCHLOR SODIUM HYPO | 2,205.89 | |
| | | | | BPI168778 | 8/5/2021 | CHEMCHLOR SODIUM HYPO | 2,162.64 | |
| | | | | BPI168779 | 8/5/2021 | CHEMCHLOR SODIUM HYPO | 2,162.64 | |
| | | | | BPI170382 | 8/13/2021 | CHEMCHLOR SODIUM HYPO | 2,162.64 | |
| | | | | BPI173119 | 8/23/2021 | CHEMCHLOR SODIUM HYPO | 1,457.14 | |
| | | | | BPI331078 | 8/23/2021 | 8/23 DRUM RETURN | -680.00 | 10,876.84 |
| 111556 | 9/2/2021 | 50977 | BRISAS AIR CONDITIONING IN | 11496 | 8/12/2021 | RPLCMNT OF 10 TON HVAC U | 14,800.00 | 14,800.00 |
| 111557 | 9/2/2021 | 54110 | CALIFORNIA COMMERCIAL AS | 2265728 | 7/14/2021 | 1/2" TYPE III C3 | 427.71 | 427.71 |
| 111558 | 9/2/2021 | 07950 | CITY OF COACHELLA | July 2021 | 7/31/2021 | JULY2021 WATER- ST, PARKS | 37,448.24 | |
| | | | | July 2021-LLD's | 7/31/2021 | JULY2021 WATER- LLD'S | 19,725.86 | 57,174.10 |
| 111559 | 9/2/2021 | 53220 | COACHELLA ACE HARDWARE | 2273/1 | 8/3/2021 | MOTOR/BLOWER WHEEL, ET | 63.04 | |
| | | | | 2263/1 | 8/2/2021 | IMPACT WRNCH+DP 1/2" CDL | 244.92 | |
| | | | | 2274/1 | 8/4/2021 | HAMMER SLEDGE, WRK GLC | 148.94 | |
| | | | | 2281/1 | 8/5/2021 | POCKET HOSE BLK, WRENCI | 146.05 | |
| | | | | 2320/1 | 8/11/2021 | SPRNKLR POPUP ADJ 4" PRC | 39.52 | |
| | | | | 2335/1 | 8/16/2021 | NIPPLE 1/2" THRED GLV, ETC | 4.43 | |
| | | | | 2353/1 | 8/19/2021 | KEYKRAFTER #68 BRASS KE | 14.94 | 661.84 |
| 111560 | 9/2/2021 | 01924 | CONSOLIDATED ELECTRICAL | 3298-1004788 | 7/13/2021 | TONE/PROBE KIT & TERMINA | 123.72 | 123.72 |
| 111561 | 9/2/2021 | 52375 | CORE & MAIN LP | P236681 | 7/14/2021 | 3/4X1 METER BUSHING NL, E | 507.20 | |
| | | | | P295786 | 7/28/2021 | 1X6 REP CLP FULL CIRCLE, E | 2,658.78 | 3,165.98 |
| 111562 | 9/2/2021 | 00214 | CORONET CONCRETE PROD | 1141751 | 8/9/2021 | 6 SACK 50/50 NO FLY ASH | 356.56 | 356.56 |
| 111563 | 9/2/2021 | 11800 | COUNTY OF RIVERSIDE | AN0000002278 | 8/25/2021 | JULY2021 ANL SHLTR+FIELD- | 21,892.63 | 21,892.63 |
| 111564 | 9/2/2021 | 49858 | CV PIPELINE CORP. | S2666 | 8/13/2021 | 8/12 VIDEO PIPE INSPECTION | 1,590.00 | |
| | | | | S2667 | 8/16/2021 | 8/11+13 HYDRO-WASH @ STF | 4,320.00 | 5,910.00 |
| 111565 | 9/2/2021 | 09950 | CVWD | July 2021 | 8/3/2021 | CN 332543, JULY2021 WELL F | 56,724.72 | 56,724.72 |
| 111566 | 9/2/2021 | 12870 | DEPARTMENT OF JUSTICE | 529122 | 8/20/2021 | JULY2021 BLOOD ALCOHOL A | 105.00 | 105.00 |
| 111567 | 9/2/2021 | 52970 | DESERT POOL SPECIALISTS, | 125658 | 8/13/2021 | RPLC'D PUMP BASKET LID/O | 187.92 | 187.92 |
| 111568 | 9/2/2021 | 53007 | DESERT PROMOTIONAL & | 79706 | 7/6/2021 | CITY OF COACHELLA STICKE | 1,516.12 | |
| | | | | 79865 | 7/14/2021 | POLOS W/ EMBROIDERY | 3,627.90 | 5,144.02 |
| 111569 | 9/2/2021 | 13700 | DEWEY PEST CONTROL INC. | 14440587 | 8/1/2021 | AC1450610, AUG2021, DE OR | 160.00 | |
| | | | | 14448136 | 8/1/2021 | AC1281215, AUG2021, SIERR | 301.00 | |
| | | | | 14448137 | 8/1/2021 | AC1281218, AUG2021, 51251 | 900.00 | 1,361.00 |
| 111570 | 9/2/2021 | 14860 | E. K. WOOD LUMBER COMPA | 498635 | 8/9/2021 | XL DRIVE GLOVES | 16.16 | 16.16 |

**Bank : wfb WELLS FARGO BANK** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111571 | 9/2/2021 | 44713 | FARMER BROTHERS CO. | 85672292 | 8/24/2021 | COFFEE, CREAMER, HOT PA | 501.22 | 501.22 |
| 111572 | 9/2/2021 | 44088 | FERGUSON ENTERPRISES, I | 0406716 | 8/11/2021 | CCY LF .25 GPM 2HDL P/BTN | 459.31 | |
| | | | | 0424805 | 8/11/2021 | 20X18 3H ADA WM 4 CC LAV \ | 73.30 | 532.61 |
| 111573 | 9/2/2021 | 02272 | FRANKLIN TRUCK PARTS, INC | IN325837 | 8/23/2021 | R&R ACTING CILYDER | 469.80 | 469.80 |
| 111574 | 9/2/2021 | 43672 | FULTON DISTRIBUTING COMI | 543832 | 8/12/2021 | GLOVES NV BLEND PF XL BL | 184.88 | |
| | | | | 544350 | 8/18/2021 | CLEANER FLOOR ENZYME S | 93.66 | |
| | | | | 544351 | 8/18/2021 | HAND FOAM SOAP | 168.63 | |
| | | | | 544352 | 8/18/2021 | CLEANER FLOOR ENZYME S | 93.66 | |
| | | | | 544355 | 8/18/2021 | LINER 33GL | 62.35 | |
| | | | | 544356 | 8/18/2021 | POLISH ALL SURFACE CITRO | 121.35 | 724.53 |
| 111575 | 9/2/2021 | 20150 | HYDRO AG SYSTEMS | 262707 | 8/6/2021 | GALVANIZED UNION 1", ETC | 16.86 | 16.86 |

**Bank : wfb WELLS FARGO BANK** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111576 | 9/2/2021 | 20450 | IMPERIAL IRRIGATION DISTRI | 50035560-JL21 | 8/3/2021 | AC50035560, 6/30-7/29, ST LIC | 19,481.63 | |
| | | | | 50035734-JL21 | 8/6/2021 | AC50035734, 7/3-8/3, CVHS PI | 88.26 | |
| | | | | 50487676-JL21 | 8/6/2021 | AC50487676, 7/3-8/2, LIFT STA | 14.51 | |
| | | | | 50516108-JL21 | 8/6/2021 | AC50516108, 7/3-8/3 | 13.57 | |
| | | | | 50522793-JL21 | 7/30/2021 | AC50522793, 6/29-7/27, SCAD | 13.59 | |
| | | | | 50527782-JL21 | 8/6/2021 | AC50527782, 7/3-8/3 | 12.34 | |
| | | | | 50642002-JL21 | 8/6/2021 | AC50642002, 7/3-8/2 | 103.14 | |
| | | | | 50642141-JL21 | 8/6/2021 | AC50642141, 7/3-8/2 | 47.15 | |
| | | | | 50705542-JL21 | 8/6/2021 | AC50705542, 7/3-8/2, PERMIT | 2,909.14 | |
| | | | | 50705544-JL21 | 8/6/2021 | AC50705544, 7/3-8/2, PERMIT | 135.51 | |
| | | | | 50733502-JL21 | 8/6/2021 | AC50733502, 7/3-8/3 | 28.62 | |
| | | | | 50734422-JL21 | 8/6/2021 | AC50734422, 7/3-8/3 | 61.38 | |
| | | | | 50035836-JL21 | 8/6/2021 | AC50035836, 7/3-8/2, WELL #1 | 41.43 | |
| | | | | 50217597-JL21 | 8/6/2021 | AC50217597, 7/3-8/2 | 48.41 | |
| | | | | 50387122-JL21 | 8/10/2021 | AC50387122, 7/3-8/2, SEWER | 36,803.94 | |
| | | | | 50404153-JL21 | 8/6/2021 | AC50404153, 7/3-8/3 | 85.48 | |
| | | | | 50404154-JL21 | 8/6/2021 | AC50404154, 7/3-8/3 | 13.50 | |
| | | | | 50404155-JL21 | 8/6/2021 | AC50404155, 7/3-8/3 | 76.62 | |
| | | | | 50408460-JL21 | 7/30/2021 | AC50408460, 6/25-7/28, WELL | 12,964.79 | |
| | | | | 50416425-JL21 | 8/6/2021 | AC50416425, 7/3-8/3 | 130.85 | |
| | | | | 50434217-JL21 | 7/30/2021 | AC50434217, 6/25-7/28 | 58.30 | |
| | | | | 50459795-JL21 | 7/30/2021 | AC50459795, 6/25-7/28 | 49.83 | |
| | | | | 50459796-JL21 | 7/30/2021 | AC50459796, 6/25-7/28 | 64.15 | |
| | | | | 50459819-JL21 | 7/30/2021 | AC50459819, 6/25-7/28 | 58.91 | |
| | | | | 50035755-JL21 | 7/30/2021 | AC50035755, 6/25-7/28, PUMP | 8,321.85 | 81,626.90 |
| 111577 | 9/2/2021 | 45108 | IMPERIAL SPRINKLER SUPPL | 4766554-00 | 8/4/2021 | NDS 4" BLACK ROUND GRATI | 28.38 | |
| | | | | 4768903-00 | 8/4/2021 | GLOVES, SOD KNIFE, ETC | 53.88 | 82.26 |
| 111578 | 9/2/2021 | 52906 | JOHNSON CONTROLS SECUF | 36248184 | 8/7/2021 | 9/1-11/30 ALARM @ 1515 6TH | 1,333.19 | 1,333.19 |
| 111579 | 9/2/2021 | 50331 | LENNAR HOMES OF CALIFOR | 2012 Agrmnt | 4/20/2021 | REIMBURSEMENT OF PARKS | 297,500.00 | 297,500.00 |
| 111580 | 9/2/2021 | 49857 | MANPOWER US INC. | 36247840 | 8/15/2021 | WE 8/15: MONREAL | 780.00 | 780.00 |
| 111581 | 9/2/2021 | 51579 | METLIFE- GROUP BENEFITS | Sept2021 | 8/15/2021 | SEPT2021 DENTAL/VISION/LI | 12,481.05 | 12,481.05 |
| 111582 | 9/2/2021 | 43425 | MOWERS PLUS, INC | 232329 | 8/11/2021 | SVC'D STRING TRIMMER | 104.29 | 104.29 |
| 111583 | 9/2/2021 | 54160 | N CONSTRUCTION INC. | 1020 | 7/6/2021 | INSTALLATION OF PRIVACY S | 13,600.00 | 13,600.00 |
| 111584 | 9/2/2021 | 49482 | NAPA AUTO PARTS | 200882 | 7/22/2021 | RUBBER, ETC | 19.00 | 19.00 |

**Bank : wfb WELLS FARGO BANK** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111585 | 9/2/2021 | 47192 | O'REILLY AUTO PARTS | 2855-360174 | 8/17/2021 | DIFF GSKT KIT | 13.10 | |
| | | | | 2855-360176 | 8/17/2021 | HD TOWEL | 10.85 | |
| | | | | 2855-362198 | 8/23/2021 | ENG CLT COMP | 58.26 | |
| | | | | 2855-360532 | 8/18/2021 | DIFF GASKET | 64.38 | |
| | | | | 2855-360533 | 8/18/2021 | NERF/STEPBAR | 264.25 | |
| | | | | 2855-360588 | 8/18/2021 | DIFF GASKET | 32.19 | |
| | | | | 2855-360708 | 8/18/2021 | DIFF GSKT KT | 13.10 | |
| | | | | 2855-360883 | 8/19/2021 | BLOWER MOTOR | 44.65 | |
| | | | | 2855-362108 | 8/23/2021 | NERF/STEPBAR | -264.25 | 236.53 |
| 111586 | 9/2/2021 | 02028 | PETE'S ROAD SERVICE, INC. | 521597-00 | 8/18/2021 | FLAT REPAIR | 29.11 | |
| | | | | 518829-00 | 8/9/2021 | FLAT REPAIR | 27.11 | |
| | | | | 519683-00 | 8/11/2021 | FLAT REPAIR | 29.11 | 85.33 |
| 111587 | 9/2/2021 | 52389 | POWER SECURITY GROUP IN | 4949 | 8/2/2021 | JULY2021 SECURITY GRD SV | 2,140.00 | 2,140.00 |
| 111588 | 9/2/2021 | 46837 | PRECISION BACKFLOW | PBF161695 | 7/13/2021 | EMERGENCY LEAK REPAIR @ | 120.00 | 120.00 |
| 111589 | 9/2/2021 | 47658 | RUIZVA L. PEST CONTROL | 111 | 7/26/2021 | JULY2021 SVCS @ FIRE STAT | 65.00 | |
| | | | | 112 | 8/23/2021 | AUG2021 SVCS @ FIRE STAT | 65.00 | 130.00 |
| 111590 | 9/2/2021 | 35000 | SMART & FINAL | 840355 | 8/25/2021 | ORIGINAL FRITO LAY | 44.97 | 44.97 |
| 111591 | 9/2/2021 | 47319 | SPARKLETTS | 9467308 072421 | 7/24/2021 | JULY2021 WATER @ SANITAF | 172.32 | 172.32 |
| 111592 | 9/2/2021 | 52595 | STAPLES BUSINESS CREDIT | 7333939580-0-3 | 7/1/2021 | COUNTERFEIT BILL DETECT( | 8.15 | |
| | | | | 7334041954-0-2 | 7/1/2021 | PILOT P700 GEL ROLLER FN | 13.04 | |
| | | | | 7334107962-0-1 | 7/1/2021 | OPTIMA PREMIUM STAPLES, | 36.90 | |
| | | | | 7335313025-0-1 | 7/20/2021 | HP 61XL HY BLACK INK, ETC | 280.77 | |
| | | | | 7335313025-0-2 | 7/20/2021 | PILOT P700 GEL ROLLER FN | 13.04 | |
| | | | | 7335313025-0-3 | 7/26/2021 | MESH CUP | 9.78 | |
| | | | | 7335409118-0-1 | 7/21/2021 | HP OFFICEJET 200 MOBILE P | 441.79 | 803.47 |
| 111593 | 9/2/2021 | 37600 | THE DESERT SUN PUBLISHIN | 0004002352 | 7/31/2021 | JULY2021 PUBLISHED ADS | 2,736.80 | 2,736.80 |
| 111594 | 9/2/2021 | 38250 | TOPS N BARRICADES | 1089349 | 8/10/2021 | LED MINI ARROW | 679.69 | |
| | | | | 1089401 | 8/12/2021 | BARR LITE SOLAR YELLOW, | 301.24 | |
| | | | | 1089498 | 8/19/2021 | BUTYL PADS 8" | 128.33 | 1,109.26 |
| 111595 | 9/2/2021 | 38800 | UNDERGROUND SERVICE AL | 720210111 | 8/1/2021 | JULY2021- 62 NEW TICKETS+ | 112.30 | |
| | | | | dsb20203601 | 8/1/2021 | CA STATE FEE FOR REGULAT | 55.23 | 167.53 |

**Bank : wfb WELLS FARGO BANK** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111596 | 9/2/2021 | 43751 | USA BLUEBOOK | 679728 | 7/29/2021 | HACH FREE CHLORINE SWIF | 537.02 | |
| | | | | 669963 | 7/21/2021 | CALGAS 58L, 50 PPM CO, 25 I | 266.44 | |
| | | | | 658129 | 7/9/2021 | GLASS FIBER FILTER, PH 4.0 | 590.65 | |
| | | | | 658693 | 7/9/2021 | ACETATE BUFFER SOLUTION | 941.55 | |
| | | | | 669953 | 7/21/2021 | WIRE ROPE KEEPER | 41.24 | 2,376.90 |
| 111597 | 9/2/2021 | 39640 | VALLEY LOCK & SAFE | 168695 | 8/9/2021 | FORD TAURUS KEYS (2) | 413.25 | 413.25 |
| 111598 | 9/2/2021 | 49255 | VEOLIA ES TECHNICAL SOLU | EW1615181 | 8/18/2021 | DRY CELL BATTERY RECYCL | 2,066.68 | 2,066.68 |
| 111599 | 9/2/2021 | 53173 | VERIZON CONNECT NWF, IN( | OSV000002513 | 8/1/2021 | JULY2021 GPS MONITORING | 1,262.82 | 1,262.82 |
| 111600 | 9/2/2021 | 44966 | VERIZON WIRELESS | 9884676052 | 7/22/2021 | AC571164685-00001, 6/23-7/2 | 46.09 | |
| | | | | 9885248658 | 8/1/2021 | AC371867190-00001, 7/2-8/1 | 9,904.26 | |
| | | | | 9885248659 | 8/1/2021 | AC371867190-00002, 7/2-8/1 | 280.72 | 10,231.07 |
| 111601 | 9/2/2021 | 49778 | WEST COAST ARBORIST, INC | 175650 | 7/16/2021 | PE7/16 TREE MAINT @ LLMD | 1,456.00 | |
| | | | | 175651 | 7/17/2021 | PE7/17 TREE MAINT @ LLMD | 52.00 | |
| | | | | 175667 | 7/31/2021 | PE7/31 TREE MAINT @ LLMD | 52.00 | |
| | | | | 175656 | 7/21/2021 | PE7/21 TREE MAINT @ LLMD | 1,456.00 | |
| | | | | 175658 | 7/22/2021 | PE7/22 TREE MAINT @ LLMD | 520.00 | |
| | | | | 175659 | 7/23/2021 | PE7/23 TREE MAINT @ LLMD | 1,768.00 | |
| | | | | 175662 | 7/27/2021 | PE7/27 TREE MAINT @ LLMD | 948.00 | |
| | | | | 175666 | 7/29/2021 | PE7/29 TREE MAINT @ LLMD | 3,358.00 | |
| | | | | 175654 | 7/19/2021 | PE7/19 TREE MAINT @ LLMD | 312.00 | |
| | | | | 175660 | 7/25/2021 | PE7/25 TREE MAINT @ LLMD | 988.00 | |
| | | | | 175661 | 7/26/2021 | PE7/26 TREE MAINT @ LLMD | 5,512.00 | |
| | | | | 175655 | 7/20/2021 | PE7/20 TREE MAINT @ LLMD | 3,120.00 | 19,542.00 |
| 111602 | 9/2/2021 | 44203 | WEST COAST SAND & GRAVE | 398262 | 7/28/2021 | WASHED CONCRETE SAND | 1,158.78 | 1,158.78 |
| 111603 | 9/2/2021 | 54272 | WILLDAN | 002-24913 | 8/4/2021 | JULY2021- BLDG AND SAFET | 6,610.00 | 6,610.00 |
| 111604 | 9/2/2021 | 00384 | WILLDAN FINANCIAL SERVICI | 010-48580 | 7/30/2021 | FY21/22 SEWER DISTRICT AI | 2,500.00 | |
| | | | | 010-48816 | 8/16/2021 | FY21/22 LLMD'S ENGINEER'S | 1,750.00 | 4,250.00 |
| 111605 | 9/2/2021 | 42100 | ZUMAR INDUSTRIES INC | 94208 | 8/2/2021 | STREET SIGNS (BRENDA LAI | 2,548.16 | 2,548.16 |
| | | | | | | **Sub total for WELLS FARGO BANK:** | | 655,407.55 |

Item 6.

**68 checks in this report.**

**Grand Total All Checks:** 702,693.88

Date: **September 2, 2021**

Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 111606 | 9/2/2021 | 54332 | ANGULO, MARIA | Ref000221160 | 9/1/2021 | UB Refund Cst #00051783 | 67.98 | 67.98 |
| 111607 | 9/2/2021 | 54328 | BELTRAN, ABEL | Ref000221156 | 9/1/2021 | UB Refund Cst #00040772 | 44.21 | 44.21 |
| 111608 | 9/2/2021 | 54330 | GARCIA JR, ARTURO | Ref000221158 | 9/1/2021 | UB Refund Cst #00046051 | 7.25 | 7.25 |
| 111609 | 9/2/2021 | 54329 | HIPOLITO, ARTURO | Ref000221157 | 9/1/2021 | UB Refund Cst #00044495 | 46.96 | 46.96 |
| 111610 | 9/2/2021 | 54326 | LOPEZ, MANUEL Z | Ref000221154 | 9/1/2021 | UB Refund Cst #00002495 | 118.76 | 118.76 |
| 111611 | 9/2/2021 | 54327 | MURILLO, JORGE | Ref000221155 | 9/1/2021 | UB Refund Cst #00030491 | 69.29 | 69.29 |
| 111612 | 9/2/2021 | 54333 | ORTIZ, JEFFREY | Ref000221161 | 9/1/2021 | UB Refund Cst #00052235 | 75.93 | 75.93 |
| 111613 | 9/2/2021 | 54334 | PULTE GROUP INC | Ref000221162 | 9/1/2021 | UB Refund Cst #00052444 | 102.09 | 102.09 |
| 111614 | 9/2/2021 | 54335 | PULTE GROUP INC | Ref000221163 | 9/1/2021 | UB Refund Cst #00052675 | 68.57 | 68.57 |
| 111615 | 9/2/2021 | 54336 | PULTE GROUP INC | Ref000221164 | 9/1/2021 | UB Refund Cst #00052677 | 50.88 | 50.88 |
| 111616 | 9/2/2021 | 54337 | PULTE GROUP INC | Ref000221165 | 9/1/2021 | UB Refund Cst #00052678 | 45.70 | 45.70 |
| 111617 | 9/2/2021 | 54338 | PULTE GROUP INC | Ref000221166 | 9/1/2021 | UB Refund Cst #00052680 | 65.07 | 65.07 |
| 111618 | 9/2/2021 | 54331 | SANCHEZ, MARCELA | Ref000221159 | 9/1/2021 | UB Refund Cst #00051429 | 50.00 | 50.00 |
| | | | | | | **Sub total for WELLS FARGO BANK:** | | 812.69 |

13 checks in this report.

Grand Total All Checks: 812.69

Date: **September 2, 2021**

Finance Director: Nathan Statham

**STAFF REPORT**

**9/8/2021**

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

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

**SPECIFICS:** Ordinance No. 1186 approving Change of Zone No. 21-01 to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.74 acre developed parcel located at 86705 Avenue 54, APN 764-280-010 (Adriana Gonzalez), Applicant. *(2nd Reading).*

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 1186 approving Change of Zone No. 21-01 to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.74 acre developed parcel located at 86705 Avenue 54 (APN 764-280-010).

**BACKGROUND:**

On August 25, 2021 the City Council introduced for first reading, by title only, Ordinance No. 1186 as part of the Coachella Releaf storefront retail microbusiness proposed for Suite H of the existing building located at 86705 Avenue 54. The Council requested that the applicant provide information about a secondary business proposed by the applicant for Council review during the second reading of Ordinance 1186. The proposed secondary business is the "Coachella Hotel" that would consist of 5 hotel rooms for a total of 3,600 sq. ft. located at 772 Vine Street (Attachment 2). The applicant provided an estimated construction schedule with a proposed start date of September 20, 2021 and construction end date of April 2, 2022 (Attachment 3). The Retail Cannabis review (Round #2) included selection criteria for proof of ability to open a secondary business (Attachment 4). The Planning Commission reviewed the Coachella Releaf project and recommended to City Council approval of the zone change request on August 4, 2021.

**DISCUSSION/ANALYSIS**:

The City Council approved the Coachella Releaf project on April 28, 2021. The applicant intends The Coachella Releaf project is a locally-owned storefront retail microbusiness proposed Suite H consisting of 4,725 square feet in an existing 8 unit, multi-tenant industrial building at 86705

Avenue 54 that includes 846 sq. ft of retail space, 83 sq. ft. nutrient room, 1,900 sq. ft of plant room areas and a 926 sq. ft attic level area for dry room and storage.

**ALTERNATIVES:**

1) Adopt Ordinance No. 1186 approving Change of Zone No. 21-01.
2) Deny Ordinance No. 1186 with findings.
3) Continue this matter and provide staff with direction.

**FISCAL IMPACT**:

There are no fiscal impacts associated with this action in that it merely creates the proper zoning to allow the operation of a retail cannabis dispensary on the subject site, subject to the conditions of approval previously imposed on the business through Conditional Use Permit No. 337.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 above.

Attachments:

1. Ordinance No. 1186 - 2nd Reading
2. Secondary Business Construction Timeline – 5 Room Hotel (772 Vine Street)
3. Coachella Releaf Proposed Secondary business – Retail Cannabis review Round #2
4. Resolution 2020-23 – Selection Criteria for Cannabis Retailers and Retail Microbusinesses for the City's Retail Cannabis reviews

# ORDINANCE NO. 1186

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 21-01 FROM M-H (MANUFACTURING HEAVY) TO M-S (MANUFACTURING SERVICE) AND ADD THE INDUSTRIAL PARK OVERLAY ZONE AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED 86705 AVENUE 54. APPLICANT: COACHELLA RELEAF, ADRIANA GONZALEZ.**

**WHEREAS,** Adriana Gonzalez filed an application for Change of Zone 21-01 to change the zoning from M-H (Manufacturing Heavy) to M-S (Manufacturing Service) and add the Industrial Park Overlay Zone on a 1.74 acre parcel of vacant land and attendant applications Conditional Use Permit 337 and Variance No. 21-01, located at 86705 Avenue 54; Assessor's Parcel No. 764-280-010 ("Project"); and,

**WHEREAS**, the City has processed Change of Zone 21-01 pursuant to the Coachella Municipal Code, the California Government Code and the California Environmental Quality Act of 1970 as amended; and,

**WHEREAS**, on August 4, 2021 the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing and considered the CEQA document and the proposed project and recommended to the City Council approval of Change of Zone 21-01 adopting the recommended findings and staff recommendations; and,

**WHEREAS**, on August 25, 2021 the City Council of the City of Coachella held a duly noticed and published Public Hearing wherein the public was given an opportunity to testify regarding the proposed project, and wherein the City Council approved Change of Zone 21-01 adopting the recommended findings and staff recommendations; and,

**WHEREAS**, the City Council of the City of Coachella finds that the applicant's request for Change of Zone 21-01 is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035.

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

**Section 1.** That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 21-01 Map marked "Exhibit A" from M-H (Manufacturing-Heavy) to M-S-IP (Manufacturing Service – Industrial Park Overlay) for 1.74 acres located at 86705 Avenue 54, with the findings listed below.

**Findings for Change of Zone 21-01**:

1. That the strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter as the subject site is located in Subarea #7 (South Employment District) and consistent with zoning requirements of the Industrial Overlay Zone, except for the minimum project area of 10 acres, minimum individual 5 acre lot size, and minimum lot depth of 220 feet. The subject site is within a project area defined by a previous subdivision under parcel map 26716 consisting of 7.91 acres, has an individual lot size of 1.74 acres, and a lot depth of 165 feet. The proposed change of zone from M-H to M-S would be consistent with the intent and purpose of the Industrial Park Overlay Zone as the subject site is within a project area that is well-planned with orderly development of industrial multi-tenant buildings with existing on-site improvements. The proposed retail cannabis use is consistent with the distance requirements of retail microbusinesses in the IP Overlay Zone from residential zones uses and Avenue 52. The existing building on the subject parcel is approximately 5,400 feet from the nearest building on a residentially zoned lot and therefore consistent with the minimum 1,000 foot distance of the use from any residentially zoned lot. Retail cannabis microbusinesses are not permitted within 800 feet of Avenue 52. The proposed business is more than 4,000 feet away from Avenue 52. Due to the subject site location significantly beyond the IP Overlay Zone and Retail Cannabis Business distance requirements for cannabis uses from residential uses and other sensitive uses, the proposed use would not present an adverse impact to the community. In fact, the change of zone from M-H to M-S would permit less intensive industrial uses permitted in the M-S zone and IP Overlay District.

2. That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity, in that the subject parcel is within Parcel Map 26716 and the gross area of the project area consists of 9.61 acres, inclusive of dedicated lots for Enterprise Way and Avenue 54, or .4 acres below the minimum required 10 acre project area. The site is located in boundary area designated by the City Council, Subarea #7 as appropriate for cannabis uses.

3. That such variance and change of zone is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the. same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question in that the subject parcel is in a project area developed in a well-planned and orderly development as intended by the Industrial Park Overlay Zone and is within a boundary that the overlay zone is applicable to with the exception of the corresponding M-S zoning and minimum 10 acre project area. The gross project area for Parcel Map 26716, in which the subject parcel is a part, is 9.61 acres and therefore substantially consistent with the minimum required project area.

4. That the granting of such variance and approval of the change of zone will not be materially detrimental to the public welfare or injurious to the property or improvements in the same

zone or vicinity in which the property is located in that the proposed zone change of the subject site from M-H to M-S and the application of the IP Overlay Zone would reduce to intensity of industrial uses that could be permitted on-site. Furthermore, cannabis related businesses are subject to findings and conditions of a conditional use permit. If a cannabis related business operating on the subject site was determined to be operating in violation of conditions of approval of the conditional use permit then the City of Coachella Planning Commission may revoke the conditional use permit.

5. That the granting of the change of zone and associated variance will not adversely effect any element of the general plan. In fact, the Subarea #7 (South Employment District) identifies a vision for an employment district that contain a diversity of job-producing uses. Furthermore, policy direction for Subarea #7 allows support retail and services that support employment uses.

**Section 2. SEVERABILITY** The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

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

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

**PASSED, APPROVED** and **ADOPTED** this 25th day of August 2021.

_____
Steven A. Hernandez
Mayor

**ATTEST**:

_____
Angela M. Zepeda
City Clerk

**APPROVED AS TO FORM:**

_____

Carlos Campos
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1186 was duly and regularly introduced at a meeting of the City Council on the 25th day of August 2021, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 8th day of September 2021.

AYES:

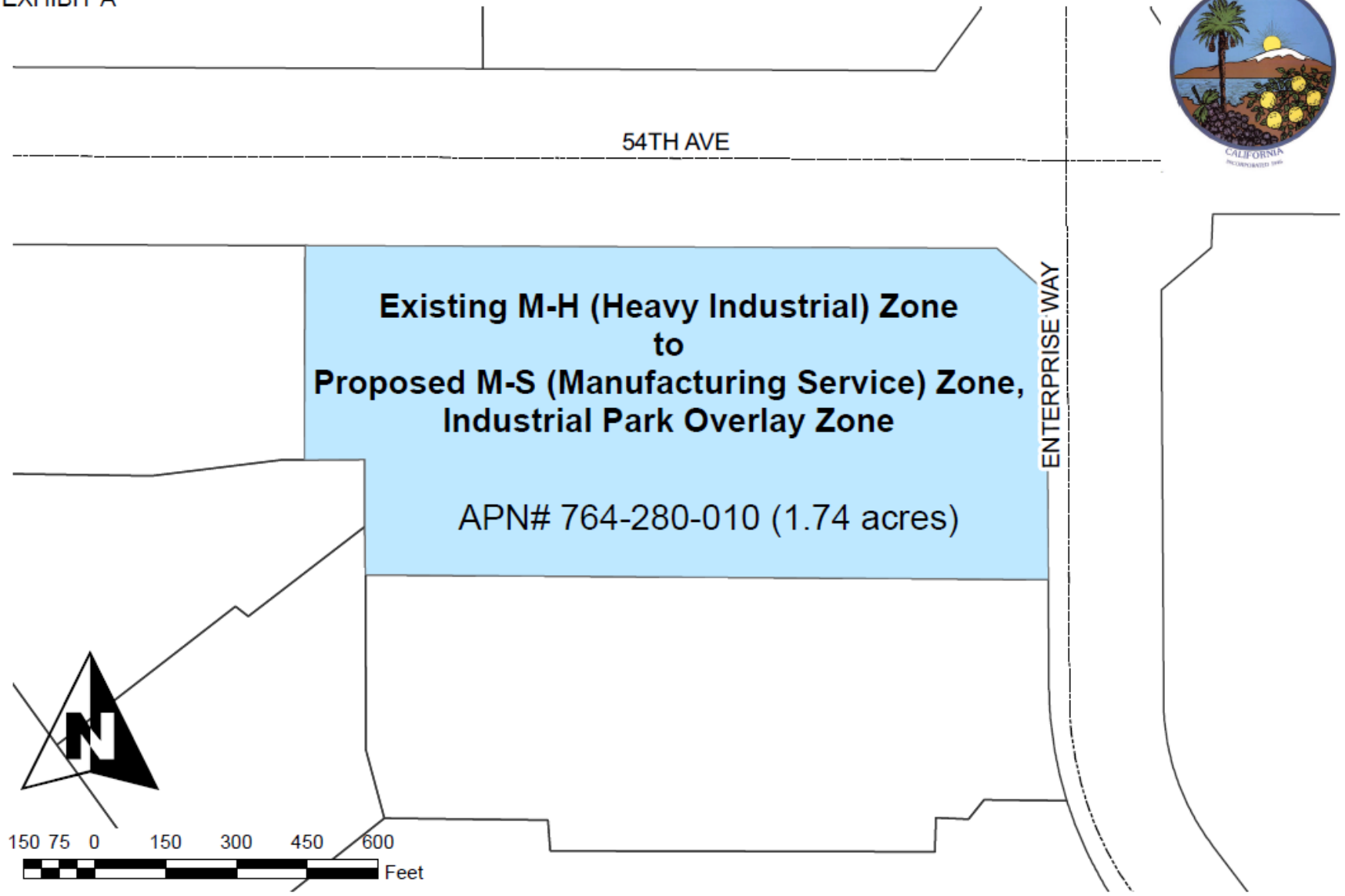
NOES:

ABSENT:

ABSTAIN:

_____
Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A




Change of Zone 21-01 Exhibit **2021**

# COACHELLA HOTEL

772 Vine Ave Coachella, CA 92236

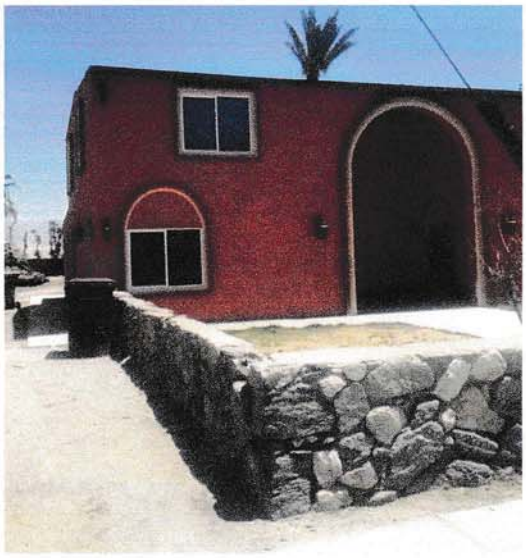
Construction Schedule

| Task Name | Start Date | End Date | Duration |
|---|---|---|---|
| Start Date | 09/20/21 | 09/20/21 | 1d |
| Electrical | 09/20/21 | 11/19/21 | 60d |
| Plumbing | 10/20/21 | 12/06/21 | 47d |
| Fire Sprinklers | 11/04/21 | 12/06/21 | 32d |
| Insulation | 12/07/21 | 12/22/21 | 15d |
| Landscape | 12/07/21 | 01/06/22 | 30d |
| HVAC | 12/23/21 | 01/19/22 | 27d |
| Finish Carpentry | 01/03/22 | 01/24/22 | 21d |
| Drywall | 01/25/22 | 02/14/22 | 20d |
| Tape and Texture | 02/15/22 | 03/02/22 | 15d |
| Cabinets | 02/15/22 | 03/17/22 | 30d |
| Paint | 03/18/22 | 03/28/22 | 10d |
| Flooring | 03/02/22 | 04/01/22 | 30d |
| Project End | 04/01/22 | 04/01/22 | 1d |

Entire Schedule is contingent on approvals by CalFire, IID, and The City of Coachella.

# Secondary Business

The Coachella Releaf's secondary business is located at 772 Vine Street Coachella, CA 92236. This Five-Room Hotel is a total of 3600 Sq Ft.



The property located at 772 Vine Street is owned by Coachella Properties, LLC. Jesus Gonzalez is the President of Coachella Properties, LLC. and Adriana Gonzalez is the Secretary.

This hotel is in the heart of the City of Coachella. Across the street of The Veterans Park. This property is being fully remodeled and converted into a small hotel. We are currently 80% done with the remodel.

## Secondary Business

This historic building located on the corner of 4th Street and Vine. 722 Vine Street Coachella, CA 92236

We are currently finishing up architectural drawings for an outside Food Lab Eatery. This site will have a variety of different foods. Ranging from tacos, sea food and pizza.

This historic building is 80% complete. We are hoping to finish additional façade work in the next couple weeks.

**RESOLUTION NO. 2020-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ESTABLISHING REVISED SELECTION CRITERIA TO BE USED DURING THE REVIEW OF CONDITIONAL USE PERMITS FOR CANNABIS RETAILERS AND RETAIL MICROBUSINESSES (ROUND #2) WITHIN SUBZONE #1 (PUEBLO VIEJO), #3 (DILLON ROAD), #4 (WRECKING YARD), OR #5 (INDUSTRIAL PARK) OF THE CITY.**

**WHEREAS**, pursuant to the authority granted to the City of Coachella ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

**WHEREAS**, adoption and enforcement of comprehensive zoning regulation and other land use regulations lies within the City's police powers; and,

**WHEREAS**, in November 2016, voters approved Proposition 64, otherwise known as the Control, Regulate, Tax Adult Use of Marijuana Act ("AUMA") which legalized the adult use of cannabis and created a statutory framework for the state to regulate adult use of cannabis. Senate Bill 94, adopted on June 27, 2017, reconciled standards for medical cannabis with the standards for adult use cannabis activity under a single law, entitled Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and,

**WHEREAS**, MAUCRSA retains the provisions in the MCRSA and the AUMA that granted local jurisdictions control over whether non-commercial and commercial cannabis activities could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses licensed under the state licensing authority and shall not approve an application for a state license for a business to engage in commercial cannabis activity if approval by the state license will violate the provisions of any local ordinance or regulation. State licensing authorities began issuing licenses to cannabis businesses beginning January 1, 2018; and,

**WHEREAS**, MAUCRSA establishes a regulatory structure for cultivation, processing, manufacturing, tracking, quality control, testing, inspection, distribution, and retail sale of commercial cannabis, including medicinal and adult-use cannabis. The Act designates applicable responsibilities for oversight of cannabis commerce to several State agencies; and,

**WHEREAS,** the City Council of the City of Coachella, California ("City Council"), did on the 8th day of May, 2019 and on the 26th day of June, 2019, held duly noticed public hearings

to consider changes to the City of Coachella Municipal Code ("Code"), and adopted Ordinance Nos. 1140 establishing retail and personal cannabis regulations and a conditional use permit review process; and,

**WHEREAS**, Ordinance 1140 amends Title 17 (Zoning), Chapters 17.34, 17.46, 17.47, 17.84, and 17.85 to (i) comply with current City policies and State law; (ii) to allow additional cannabis retail businesses in the City; (iii) to designate additional areas in the City where cannabis retail businesses may operate; and,

**WHEREAS**, the City has established five new subzones where cannabis will be allowed. These subzones are identified geographically as part of Ordinance No. 1140 as follows: Subzone #1 (Modified Downtown/Pueblo Viejo Area); Subzone #2 (Expanded Glenroy Resort Area); Subzone #3 (Dillion Road Area); Subzone #4 M-W (Wrecking Yard Area); and Subzone #5 MS-IP (Industrial Park Area); and,

**WHEREAS**, the City Council directed staff to establish a selection criteria that allowed for Sub-Zone #1 (Downtown/Pueblo Viejo) applicants in Round #1 to participate without a competitive process including an allowance to relocate the business from its approved Round #1 location, and to establish new criteria for applicants within Sub-Zones #2 (Glenroy Resort), #3 (Dillion Road), #4 (M-W, Wrecking Yard Area), and #5 (MS-IP, Industrial Park) to be used for retailers and retail microbusinesses during the conditional use permit process in Round #2 to ensure that only qualified operators are permitted in the City and to provide a basis for prioritizing applicants should the number of applicants exceed the number or locations of available conditional use permits; and,

**WHEREAS**, on October 9, 2019 the City Council adopted Resolution No. 2019-51 establishing the new selection criteria for review of retailers and retail microbusinesses during the conditional use permit process to ensure that only qualified operators are permitted in the City and to provide a basis for prioritizing applicants should the number of applicants exceed the number or locations of available conditional use permits; and,

**WHEREAS**, on March 11, 2020, April 22, 2020, and May 13, 2020 the City Council gave staff direction to revise the new selection criteria previously adopted by Resolution No. 2019-51.

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

**SECTION 1. Adoption of Recitals.** The City Council hereby adopts the foregoing recitals as its findings in support of the following regulations and further finds that the following revised regulations to establish selection and prioritization criteria for retailers and retail microbusinesses are beneficial and appropriate to protect the health, safety and welfare of the residents and businesses of the City of Coachella.

**SECTION 2. Adoption of Revised Selection Criteria.** The City Council hereby adopts the revised selection criteria set forth in Exhibit "A," attached hereto, to review retailer applicants through the conditional use permit process.

**SECTION 3. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this resolution or related ordinances or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

**SECTION 4. Immediate Effect.** This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

**SECTION 5. Supersession.** This Resolution hereby annuls, repeals, and replaces in its entirety, the new selection criteria previously approved by City Council as part of Resolution No. 2019-51.

**PASSED, APPROVED** and **ADOPTED** this 27th day of May 2020.

Steven A. Hernandez
Mayor

**ATTEST**:

Angela M. Zepeda
City Clerk

**APPROVED AS TO FORM:**

Carlos Campos
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2020-23 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of May 2020, by the following vote of Council:

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

Andrea J. Carranza, MMC
Deputy City Clerk

# EXHIBIT "A"

The City of Coachella is located at the eastern end of the Coachella Valley and enjoys a rich cultural heritage known for its entrepreneurial families and engaged youth population. It is the City Council's desire to promote potential cannabis businesses that will further the economic development goals, and cannabis social equity policies, of the community in order to create jobs, provide a stronger tax base, and enhance the public health and wellness of the community. The policies and selection criteria listed below, along with the Eligible Applicant and Eligible Business descriptions in the attached "Appendix 1 – City of Coachella Cannabis Social Equity Program" will be used in the City's Retail Cannabis (Round #2) reviews of Conditional Use Permit applications.

***Revised Subzone 1 Policy – Round #1 Applicant Policies:***

The applicants which submitted a complete application for Change of Zone and Conditional Use Permit for Retail Cannabis Businesses as part of Round #1 and were prioritized by the Cannabis Ratings Committee in the Pueblo Viejo (Sub-Zone #1) will be allowed to proceed with Conditional Use Permit public hearings on any qualifying location without competing with new applicants in Round #2, if the previously-approved location was adversely affected by the removal of the R-C (Retail Cannabis Overlay) zone as part of Ordinance No. 1040. The previously-ranked applicant that chooses a new location will be required to forfeit their prior-approved location. All Round #1 dispensary owners are disqualified from competing for a second dispensary as part of Round #2 applications.

***Subzone 2 Policy – Reserved through a Development Agreement:***

The City reserves the right to allocate two (2) retail cannabis businesses within the Glenroy Resort Sub-Area #2, subject to a negotiated Development Agreement, and these two businesses will not be required to compete in Round #2.

***Revised Subzones 1, 3, 4, & 5 Selection Criteria–Round #2 Applicants:***

With the adoption of Ordinance No. 1140 setting the zoning and regulatory framework for new retailers, the City anticipates that there may be more applications for cannabis business conditional use permits than allowed under the City regulations. Only four (4) new businesses will be moving forward, after the Round #1 awardees have been given an additional nine (9) months to establish their businesses.

The City has enacted, through Resolution, the following process for prioritizing applications.

## I. Completeness Review

All cannabis retailers are required to submit a Conditional Use Permit (CUP) application with fee using the City's on-line resources and guidance documents, and a Cannabis Regulatory Permit Application with all required Attachments. The applicant shall participate in the City's pre-submittal workshop and shall become informed about the City's cannabis social equity policies contained in the attached Appendix 1. The City's staff and consultants shall review all applications for "completeness" to ensure that

applicants have submitted all the required information necessary for review of the application. Only applications received between July 27, 2020 and August 31, 2020 ("initial review and prioritization period") and deemed complete will move on for review under the City's revised selection criteria, unless exempted through a Development Agreement. Persons and/or entities that are currently involved or were involved in the 6 months prior to the initial review and prioritization period with an active court proceeding adverse to the City are ineligible to apply for a CUP.

## II. Revised Selection Criteria

The following selection criteria will be used by the Development Services Department to evaluate and prioritize CUPs for retailers and retail microbusinesses. Selection criteria are each worth either 5, 10, or 15 points, with a grand total of 125 points possible. To obtain the points, the applicant must demonstrate compliance with each criterion listed in the section below.

1. Proof of Applicant's Ability to Open in Short Period of Time (Up to 25 Points)
   a. Has the landowner provided written authorization for a retailer and provided the applicant with a lease agreement? *(Worth 5 points)*
   b. Is the proposed retailer property capable of opening the business within 180 days after approval? *(Worth 5 points)*
   c. Is the proposed retailer property not the subject of any outstanding code enforcement activity? *(Worth 5 points)*
   d. Has the applicant submitted a construction schedule with a signed affidavit acknowledging an informed consent that the City will revoke an approved CUP for retail cannabis business if the business does not open within six (6) months of the effective date of the CUP? (*Worth 10 points)*

2. Proof of Local Ownership (Up to 30 Points)
   a. Is there evidence showing that: 1) the Local Stakeholder Owner of the retail cannabis business has a primary residence in the City of Coachella where he/she has been residing for the past 36 months; or, 2) the Local Stakeholder Owner is a Coachella business owner which has 5 or more City of Coachella residents employed which have been employed during the past 36 months? *(Worth 10 points)*
   b. Does the applicant commit to hiring City of Coachella residents for 85% of all hires of the retail cannabis and secondary businesses? *(Worth 10 points)*
   c. Does the applicant have proof (through financial documents and/or capital investments) that there is a 20% Local Stakeholder Ownership Interest by either the applicant, partner or shareholder to apply for all aspects of the retailer or retail microbusiness? *(Worth 10 points)*

3. Proof of Social Equity Factors (Up to 30 Points)
   a. Is the applicant an eligible applicant under the City's Cannabis Social Equity Program as a Classification 1 or Classification 2 applicant? *(Worth 10 Points)*
   b. Is the proposed Cannabis Retailer or Cannabis Microbusiness an eligible applicant under the City's Cannabis Social Equity Program as a Classification 3 business? *(Worth 10 points)*

c. Does the applicant commit in a signed writing to hire City of Coachella residents for 85% of all hires of the retail cannabis business? *(Worth 10 points)*

4. Proof of Ability to Open a Secondary Business (Up to 20 Points)
   a. Does the applicant propose to operate a new secondary business (such as a restaurant, retail sales, hotel, bed & breakfast, bakery, art gallery, bar/tavern, coffee shop, bookstore or personal service business, etc.) on separate premises within 12 months of the application date in addition to the proposed retailer business? *(Worth 5 points)*
   b. Does the applicant provide written proof of available financing to construct a secondary business consisting of new construction or tenant improvements with the ability to open the business at the same time as the dispensary. *(Worth 5 points)*
   c. Does the applicant commit in a signed writing to hire City of Coachella residents for 85% of all hires for the secondary business? *(Worth 5 points)*
   d. Does the secondary business have a minimum of 1,000 square feet and is it located within a separate commercial suite from the retail cannabis business? *(Worth 5 points)*

5. Proposed Retail Location/Community Benefits (Up to 20 Points)
   a. Does the applicant provide a detailed architectural plan for building façade improvements *(Worth 5 points)*
   b. Does the applicant provide a written commitment for intended contributions to a Coachella community-based organization or non-profit in the form of recurring monetary donations for a minimum of ten years. *(Worth 5 points)*
   c. Is the applicant committing to exterior façade and landscape improvements that will enhance the surrounding areas? *(Worth 5 points)*
   d. Has the applicant provided a detailed description of how the premises and exterior building areas will be managed so as to avoid nuisance, loitering, and other negative impacts on surrounding properties? *(Worth 5 points)*

## III. Ranking and Appeals

Applications will be ranked by a 3-Member Ad-Hoc Committee made up of one disinterested member of the Chamber of Commerce, one disinterested member of the City Parks Commission, one disinterested Community Resident, and one disinterested 3rd Party Consultant, with the Director of Development Services serving as the Committee coordinator. The final rankings of the Ad-Hoc Committee will be subject to an appeal hearing by a 3-Member Appellate Board made up of two City mid-management staff and one City executive staff member.

Attachment: APPENDIX 1 – Coachella Social Equity Program

# APPENDIX 1

*(Adopted by City Council Resolution No. 2019-15)*

# CITY OF COACHELLA

## *Cannabis Social Equity Program*

The City of Coachella will establish a pilot social equity program dedicated to aiding individuals and businesses that were negatively or disproportionately impacted by cannabis criminalization within the City of Coachella. The goal of the program will be to allow participants to gain entry and successfully operate in the State of California's regulated cannabis marketplace and economy.

Office of the City Manager

3/27/2019

# CITY OF COACHELLA

## CANNABIS SOCIAL EQUITY PROGRAM

### 1. PROGRAM PURPOSE:

The Cannabis Social Equity Program ("Program") will reduce the barriers of entry and participation for applicants and businesses that have been negatively impacted by the disproportionate law enforcement of cannabis related criminalization by providing them access to cannabis business development resources and small business support services. This program will make a cognizant effort to provide technical assistance and services to those persons from economically disadvantaged communities that experienced high rates of poverty or communities most harmed by cannabis prohibition, regardless of economic status, gender, racial, cultural background and criminal history. Although City of Coachella funding for the Program shall expire in two years from the date of adoption, the Program's definition, eligibility, processing, benefits, features and functions shall remain intact as policy.

### 2. REVIEW PROCESS:

The City Manger or their designee shall review and approve all Program applications that meet the eligibility requirements described in Section 3 below. If an application is denied, that applicant may appeal to the City for further evaluation and a final determination.

### 3. PROGRAM ELIGIBILITY:

An applicant must provide documentation, as described in Section 4 below that sufficiently demonstrates that the applicant satisfies any one of the following Classifications:

a. **Individuals:** An individual that is eligible to participate in the Program must be lawfully able to work in the United States and be Twenty-One (21) years of age or older. They must satisfy a Classification below aswell:

   i. **Classification 1.** A current or former resident of the City of Coachella who previously resided or currently resides in a low-income household and was either: a) arrested or convicted for a cannabis related crime in the City of Coachella between the years of 1980 and 2011; or is b) an immediate family member of an individual in subsection a of Classification 1 or Classification 2.

   ii. **Classification 2.** A current or former resident of the City of Coachella who has lived in a low-income household for at least five (5) years, between the years of 1908 and 2018. Annual family income must be at or below 80 percent of the Area Median Income (AMI) and net worth below $250,000.

b. **Businesses:** A cannabis business that is eligible to participate must provide a description of a statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement and fictious business name statement. They must satisfy a Classification below as well:

   i. **Classification 3.** A cannabis business with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria that their business resides within the City of Coachella. If no such individual exists, individuals meeting Classification 1 or 2 criteria from other applicable areas may be utilized.

   ii. **Classification 4.** A Cannabis Incubator Business or a Cannabis Social Enterprise with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria.

4. DOCUMENTATION AND REVIEW:

An applicant shall provide the following with its application for the Program, in addition to any other documentation that the City of Coachella deems necessary to determine the applicant's eligibility:

a. **Proof of Income.** Proof of income shall be supported with federal and state tax returns and at least one of the following documents from the last five (5) years: two months of pay stubs; proof of current eligibility for General Assistance, food stamps, Medi-Cal/CalWORKs, supplemental security income, or social security disability, or similar documentation.

b. **Proof of residency.** Proof of residency shall be supported by a minimum of two of the following documents: California driver's or identification card records, property tax billings and payments, signed rental agreement, verified copies of state or federal tax returns with an address in the geographic area of the city of Coachella, school records, medical records, banking records, Coachella Housing Authority records, or utility, cable, or internet company billing and payment records.

c. **Proof of arrest or conviction of a cannabis related crime.** Proof of an arrest or conviction of a cannabis related crime shall be demonstrated by federal or state court records indicating the disposition of the criminal matter, records expungement documentation, or any other applicable law enforcement record.

5. PARTICIPANT BENEFITS:

General program benefits may include but are not limited to: business plan development, business mentoring, assistance securing capital, business needs assessment, loan readiness assessment, market assessment, data and research strategies and support, assistance with establishing a legal entity, assistance with criminal records expungement, lease negotiation assistance, small business legal considerations, mentoring, fiscal management, marketing/social media, technical training, employee training, and regulatory compliance. The City will also work with local partners and stakeholders to develop a workforce development educational program to assist with a creation of a well-trained, qualified and diverse workforce, including transitional workers. A program participant shall be entitled to receive the following benefits based on eligibility:

i. All business support services offered under the program;
ii. The City will provide priority processing of the participant's cannabis related business and conditional use permit;
iii. The City will waive all fees associated with participants cannabis related business permit;
iv. The City shall provide assistance with State and City regulatory compliance.

6. CONDITION ON CANNABIS BUSINESS OPERATION PERMIT:

Program participants are required to continue, maintain, and carry out their respective eligibility requirements through the term of their respective cannabis business operations permit. Compliance with this section 6 shall be a condition of participants respective cannabis business operations permit, such that failure to comply with this section 6 shall be grounds to deny, suspend, or revoke such cannabis business operations permit pursuant to City of Coachella Municipal Code.

7. PROGRAM MONITORING AND REPORTING:

The Office of the City Manager shall provide bi-annually updates to the City Council on the status of the Program, including number of participants, participant success measured by the number of participants either ready to obtain or that have obtained a cannabis business operating permit. The City will reevaluate and update the Program when data becomes available or known to it that may expand the eligibility and benefits of the program; including, but not limited to, an analysis of disproportionate impacts within census tracts. Additionally, the report should include an evaluation of any ongoing barriers to entry and participation, any reevaluations of the Program, and recommend solutions as needed to advance equity and accomplish the City of Coachella's goals, which, includes achieving 50 percent of all cannabis business permits awarded to Program participants.

8. DEFINITIONS:

a) "Eligible local jurisdiction" means a local jurisdiction that has adopted or operates a local equity program.

b) "Local equity applicant" means an applicant who has submitted, or will submit, an application to a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.

c) "Local equity licensee" means a person who has obtained a license from a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.

d) "Local equity program" means a program adopted or operated by a local jurisdiction that focuses on inclusion and support of individuals and communities in California's cannabis industry who are linked to populations or neighborhoods that were negatively or disproportionately impacted by cannabis criminalization.

e) "Local jurisdiction" means a city, county, or city and county.

f) "State commercial cannabis license" means a license issued pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act by the Bureau, the California Department of Public Health, or the California Department of Food and Agriculture.

g) "Transitional worker" means a person who, at the time of starting employment at the business premises, resides in a ZIP Code or census track area with higher than average unemployment, crime, or child death rates, and faces at least one of the following barriers to employment: (1) is homeless; (2) is a custodial single parent; (3) is receiving public assistance; (4) lacks a GED or high school diploma;
(5) has a criminal record or other involvement with the criminal justice system; (6) suffers from chronic unemployment; (7) is emancipated from the foster care system; (8) is a veteran; or (9) is over 65 years of age and is financially compromised.

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Dr. Gabriel D. Martin, City Manager; and
Celina Jimenez, Grants Manager

**SUBJECT:** Adopt Resolution No. 2021-54 in Support of Assembly Bill 1400 to Establish the California Guaranteed Health Care for All Act and Create CalCare, a Single-Payer Health Insurance Program for all California Residents

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## RECOMMENDATION:

Pursuant to the request of Mayor Hernandez and Council Member Beaman-Jacinto: Recommendation to adopt Resolution No. 2021-54 in support of Assembly Bill 1400, which would establish the California Guaranteed Health Care for All Act and create CalCare, a single-payer health insurance program for all California residents that is comprehensive, uniform, equitable and governed by the CalCare board.

## BACKGROUND:

AB 1400, introduced by Assembly Members Ash Kalra, Alex Lee, and Miguel Santiago would do the following:

1. Establish a comprehensive universal single-payer health care coverage system for all California residents without discrimination, ensuring that affordable access to health care is a human right.

2. Establish a CalCare board of nine members that would have jurisdiction over enrollment policies, negotiate pricing, secure and allocate funding, and oversee all federal waivers.

3. Establish the CalCare Trust Fund in the State Treasury to provide a continuous and prudent source of funding for this program.

While the federal Patient Protection and Affordable Care Act has done much to ameliorate the crisis of insufficient healthcare coverage in California, many residents are still left without adequate means to access necessary medical resources. AB 1400 seeks to address this issue by implementing a universal single-payer health care coverage system. Specifically, this bill calls for government oversight that would establish a cost control system, offer a wide range of medical benefits equal to or of greater quality than existing state and private provision, establish working

relationships with approved providers for accountability, and increase accessibility for disabled persons and underrepresented groups to reach the ultimate goal of eliminating health care disparities in the state of California.

In terms of eligibility and enrollment, every resident of the state of California would not only be eligible but entitled to CalCare membership, without any fees. Additionally, to address the continuously increasing population of out-of-state university students in the state, CalCare would allow higher education institutions to purchase coverage for non-resident students. CalCare also addresses high-cost prescription drugs and includes dietary and nutrition therapies, in addition to coverage for long-term services currently denied under many plans.

The state of California has a diverse population that requires a flexible health care coverage program to meet a range of needs. This legislation is a step in that direction, providing culturally-competent services through accommodations such as language interpretation, translation, and more integrated services for disabled Californians.

Lastly, the COVID-19 pandemic has only amplified the imperative for a more comprehensive, accessible, and transparent health care coverage system. CalCare would establish the CalCare Trust Fund in the State treasury, which would maintain an appropriate reserve of funding for responding to health emergencies such as epidemics, pandemics, or natural disasters.

**FISCAL IMPACT**:

None.

**ALTERNATIVES:**

1. Approve the Recommended Action
2. Provide Alternative Direction

**ATTACHMENTS**:

1. Resolution No. 2021-54
2. Medicare for All California Economic & Policy Considerations
3. Assembly Bill No. 1400 Text

**RESOLUTION NO. 2021-54**
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, IN SUPPORT OF ASSEMBLY BILL 1400 (KALRA, LEE, & SANTIAGO), THE CALCARE ACT**

**WHEREAS,** the number of Americans without health insurance is still nearly 30 million, while more than 40 million Americans remain underinsured, despite important gains made since the implementation of the Affordable Care Act; and

**WHEREAS,** every person in City of Coachella deserves high quality health care; and

**WHEREAS,** the never-ending rising costs of health care add challenges to our already strapped municipal budget and our small businesses, which keep our communities thriving; and

**WHEREAS**, while the federal Patient Protection and Affordable Care Act (PPACA) brought many improvements in health care and health care coverage, it still leaves many Californians without coverage or with inadequate coverage; and

**WHEREAS**, Californians, as individuals, employers, and taxpayers have experienced a rise in the cost of healthcare and health care coverage in recent years, including rising premiums, deductibles, and copays, as well as restricted provider networks and high out-of-network charges; and

**WHEREAS**, businesses have also experienced increases in the costs of health care benefits for their employees, and many employers are shifting a larger share of the cost of coverage to their employees or dropping coverage entirely; and

**WHEREAS**, Assembly Bill 1400 (AB 1400) would state the intent of the Legislature to enact legislation that would create a "comprehensive universal single-payer health care coverage program and a health care cost control system" for the benefit of all
Californian residents; and

**WHEREAS** AB-1400, Guaranteed Health Care for All, would provide health insurance for every person in California for all necessary medical care including prescription drugs; hospital, surgical and outpatient services; primary and preventive care; emergency services; reproductive care; dental and vision care; and long-term care; and

**WHEREAS** AB-1400, Guaranteed Health Care for All, would provide coverage without copays, deductibles or other out-of-pocket costs, and would slash bureaucracy, protect the doctor-patient relationship and assure patients a free choice of doctors; and

**WHEREAS,** recent polls show that a majority of Americans support a single-payer program; and

**WHEREAS,** AB-1400, Guaranteed Health Care for All, will guarantee that all residents of City of Coachella will be fully covered for health care without copays, deductibles or other out-of-pocket costs, and would save millions in taxpayer dollars now spent on premiums that provide often inadequate health insurance coverage for government employees; and

**WHEREAS,** the quality of life for the residents of City of Coachella would vastly improve because they would be able to get the ongoing care they need, instead of waiting until they have a medical emergency that could upend their lives as well as further burden local resources;

**NOW THEREFORE BE IT RESOLVED,** that the City of Coachella enthusiastically supports AB-1400, Guaranteed Health Care for All, and calls on our federal legislators to work toward its immediate enactment, assuring appropriate and efficient health care for all residents of the United States**.**

**BE IT FURTHER RESOLVED,** that City Council of City of Coachella expresses its enthusiastic support for the AB-1400, Guaranteed Health Care for All**,** and calls upon our state legislators to work toward its immediate enactment.

**BE IT FURTHER RESOLVED,** that we include in our 2021 and 2022 Federal Legislative Agenda that that we support H.R. 1976.

**PASSED, APPROVED** and **ADOPTED** this 8th day of September 2021.

_____
Steven A. Hernandez
Mayor

**ATTEST**:

_____
Angela M. Zepeda
City Clerk

**APPROVED AS TO FORM:**

_____
Carlos Campos
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-54 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8th day of September 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Andrea J. Carranza, MMC
Deputy City Clerk

HEALTHY CALIFORNIA NOW healthyca.org

**Medicare-for-All in California - Economic & Policy Considerations**

Comprehensive health care reform is closer to reach in California than it has been in many years. Governor Newsom campaigned on a pledge to tackle the challenge of transitioning the state to a single payer-financed system, and on his first day in office petitioned then-President Trump to allow California to move forward. Long-time single payer supporter Xavier Becerra now heads Health and Human Services – the federal department with the most regulatory power over state reform efforts. Meanwhile, polling shows a strong majority of Californians favor a "Medicare for All" style health plan[1], with support for such a system growing nationally as well.[2]

Turning single payer from slogan into reality is a difficult undertaking, however. As policy makers consider practical steps forward, they must balance many interrelated challenges – ranging from finance and taxation, provider reimbursement and regulation, and legal considerations. In this paper, we review some of the key factors California must weigh as it charts a course forward.

Updating economic models, we see not only has spending on health services continued to grow well above the pace of inflation, but so too have potential savings from single payer financing. Using conservative estimates, California could reduce total health spending by $223 billion to $764 billion over the coming decade – lowering its annual bill 7% to 19% by 2031 and giving its economy a strong competitive advantage over states that continue along current trends.

Achieving this will be complex. But broken down to individual steps, the path forward becomes clearer. We identify some of the key political, administrative, and legal challenges faced by a state Medicare-for-All system, and conclude that with gubernatorial and legislative leadership (in partnership with the federal government) these obstacles are surmountable.

Moreover, key elements are in place that allow California to move forward immediately. Governor Newsom already has statutory authority to initiate negotiations with the federal government that are necessary to any universal health plan. The state's Healthy California for All Commission provides the infrastructure for resolving key operational and fiscal questions.

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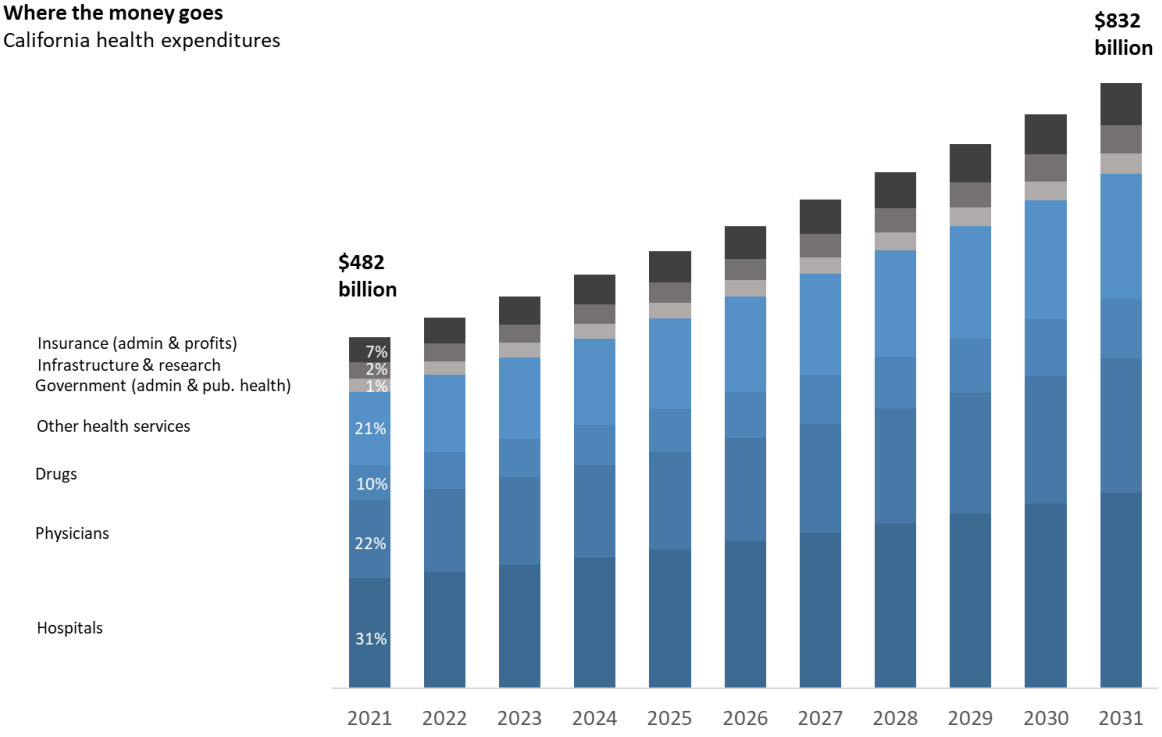
## 1. What California pays for health care

We estimate that California's health care system will cost about $482 billion in 2021.[3] That amounts to $12,060 per person, or just under 16% of the state's gross domestic product. Of that total, health services make up around $407 billion, and overhead costs (administration and insurance company profits) make up another $40 billion. Infrastructure spending, research, and public health programs make up the balance.

Health expenditures have grown much faster than the general rate of inflation. Between 2014 and 2019, total health spending is estimated to have gone up 5% per year. By comparison, the California Consumer Price Index rose less than 3% per year.[4] National projections suggest costs will grow even faster in the coming years. If California follows those trends, we predict the state's health care bill will reach $832 billion by 2031 – an increase of $8,737 per resident.




These figures understate the actual cost of the current health system in at least two ways. First, they do not include additional expenditures that would be paid to federal and state governments but for the tax exclusion of employee health benefits. This exemption amounts to around $40 billion a year for California residents.[5]

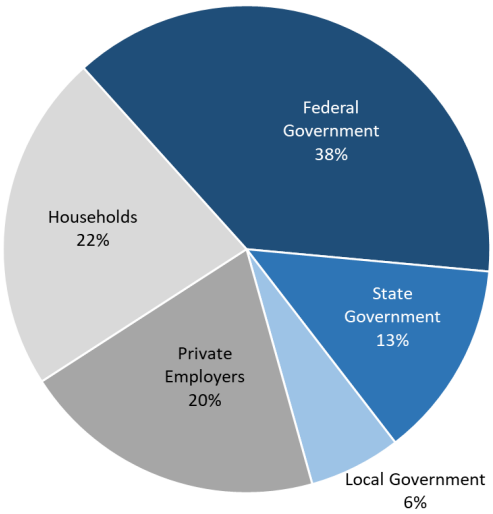
Second, these estimates do not include unfunded liabilities that accrue to state and local balance sheets for future retiree medical benefits. Such liabilities amount to about $92 billion for the State of California, and an additional $42 billion for local governments.[6]

## 2. Who pays for California's health care today

Excluding research and infrastructure, California will spend roughly $460 billion in 2021 on health care services. Analysis of a variety of federal and state data sources shows that government budgets fund more than half of that total. Individual households pay for close to one quarter (through insurance premiums and out-of-pocket costs). Private sector employers pay for almost all the rest.

The federal portion of these payments is close to $177 billion. That includes $68 billion through Medicare and the Indian Health Service, plus a $93 billion for Medi-Cal and similar public programs. Federal subsidies to Covered California plans totaled close to $8 billion.[i] The federal government also spends around $8 billion a year to cover its California-based employees, retirees, and veterans.

California's own state and local governments finance around $91 billion in health services. The state's budget for Medi-Cal, about $53 billion, is by far the biggest portion. But the state also spends $7 billion on employee health benefits. Local governments (cities, counties, school districts and the like) fund $11 billion in public health programs and $17 billion in employee benefits.




California families pay $104 billion straight out of their pockets. About $60 billion of that goes to insurance premiums (the portion not paid by their employers). The other $44 billion is paid out in deductibles, copays, and expenses not covered by insurance. Private sector businesses spend another $94 billion a year to provide health coverage to their employees (including workers compensation).

This chart has profound implications for how any health reform can take shape. No practical plan can move forward without resolving how the federal government continues to play a role in financing the state's health system. Among the key questions: how will Medicare and Medicaid funds continue to be distributed to California? And how will the federal government as an employer relate to the state's health plan? These questions cannot be resolved absent negotiation with a variety of agencies.

Similarly, California will have to decide how it will reallocate its own taxpayer dollars. A Medicare-for-All health plan would be a boon to cities, counties, and school districts – relieving them of billions in annual costs, not to mention huge unfunded liabilities currently on their books. But the state will have to recoup some of those funds to finance the new system. How those costs are spread out over its taxpayers is a crucial question.

[i] This estimate predates additional subsidies provided for by the American Recovery Act.

## 3. The cost of achieving universal coverage under the current system

Before modeling single payer financing, we consider what it might cost to provide universal care under today's insurance-based system. By "universal", we mean a program that provides access to all necessary medical services (including long term care) for all California residents, with no premiums or point-of-service costs that would serve as a barrier to getting care.

For these purposes, we set aside the question of long term supports and services. As we discuss later in this paper, modeling a universal LTSS benefit is an especially complex undertaking. Moreover, it is unclear to us whether such a program could be established without far-reaching changes to the existing health system.

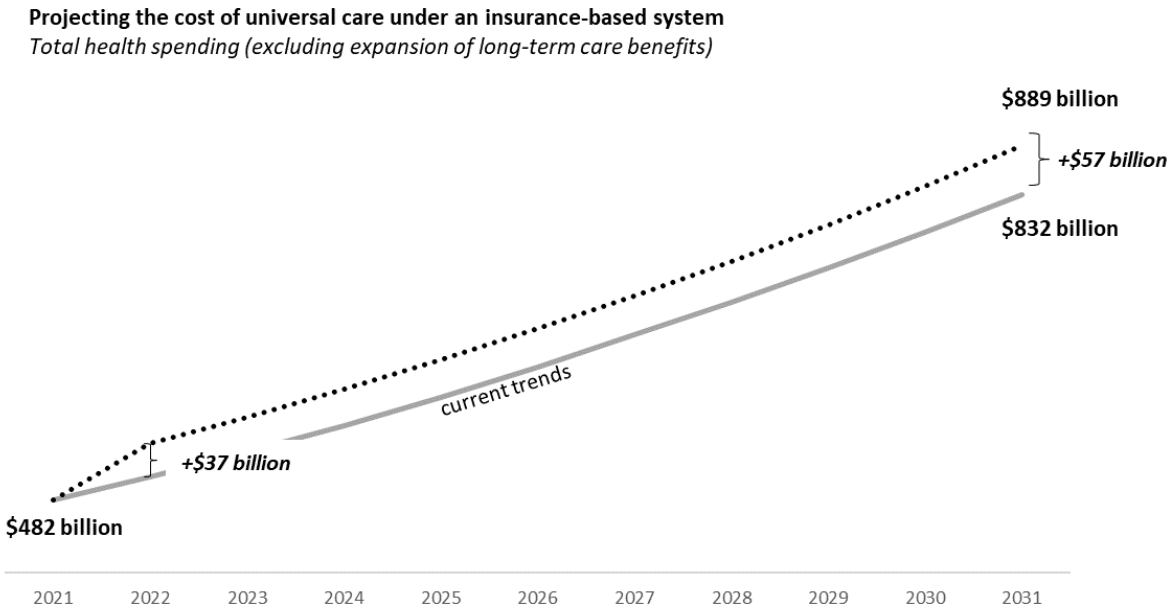
A universal health program, whether insurance-based or state-financed, would raise total spending on behalf of populations who currently forego medical services due to cost barriers. These include people who are currently uninsured, but also people for whom copayments and deductibles serve as a deterrent to seeking care.

An estimated 7.7% of California's population, or 3 million people, have no health insurance today.[7] Assuming that this population could be enrolled in "silver" (70% actuarial value) Covered California plans, it would cost $19 billion to insure this population.[8] At a "gold" (80% actuarial value) benefit plan, the total would reach $22 billion. This additional spending would be partially offset by reduced out-of-pocket payments currently made by the uninsured.

While this expansion would provide universal insurance coverage, it would not remove barriers to care faced by people unable to meet the cost of deductibles or copayments. For purposes of estimating how much utilization would go up by removing those barriers, we rely on a study of one large employer health plan that converted from free coverage to a high deductible arrangement.[9] This study found that the change in benefit structure lowered total spending by 11.8% to 13.8% percent. Presuming that privately-insured and Medicare populations would increase their utilization of services by 13.8% as a result of eliminating cost-sharing, we estimate the elimination of out-of-pocket payments would induce an additional $34 billion in health spending in 2021.[ii]

The net result of expanding insurance to all, as well as eliminating cost barriers to care, would be a $37 billion increase in costs starting in year 1 – or 7.3% of total spending. That cost would grow to $57 billion annually within a decade. Depending on how such a program were enacted, these amounts would be paid for by some combination of households, employers, and taxpayers.

[ii] This estimate is close to the high end of the Congressional Budget Office's projections of utilization-induced cost increases under a national single payer system. (The CBO calculated a $407 billion increase by 2030 from increased use of care, over a baseline of $6,631 billion – or 6.2%).




It is unclear to us whether it is actually possible to create a universal health system based on an insurance model. Extending coverage to all residents (through income-based insurance subsidies and/or a highly punitive individual mandate) would have to be financed without the administrative efficiencies associated with single payer financing. Moreover, it would likely require stringent employer mandates (or else face accelerated dumping of employer-sponsored plans) – an approach that would encounter major legal obstacles.

Perhaps most importantly, California's health system as currently designed would be challenged to absorb such a utilization increase over a short period. Provider shortages – for example, in the area of behavioral health – would constrain the ability of new patients to obtain timely care. These potential shortages suggest to us that an insurance-based expansion would accelerate the high inflationary trends that afflict California's health system. As we discuss below, systemic changes associated with a Medicare-for-All like plan are essential to meeting this increased demand.

## 4. Sources of savings from a Medicare-for-All system

A variety of studies have found single payer financing would reduce overall health spending. One review of academic literature described "a high degree of analytic consensus that it would result in a favorable outcome for system financial burden" and that "net savings would be expected to occur, if not immediately, certainly within a few years".[10]

These savings come primarily from two sources: administrative efficiencies (by eliminating insurance company bureaucracy and simplifying reimbursement systems) and reduced reimbursement rates (made possible by lowering providers' overhead costs and by leveraging the power of government to reduce rates). We describe the potential scale and manner of these savings below.

There are several other ways in which a Medicare-for-All like system could lead to cost reductions. These include eliminating unnecessary infrastructure, reducing fraudulent billing, and improving overall population health (particularly by expanding access to care to the currently un- and under-insured). While some studies have found the impact of these quite significant, we have not attempted to model them.

### Administrative efficiencies

By far the largest source of savings associated with single payer financing, at least initially, comes from eliminating insurance industry bureaucracy. In 2020, California regulators oversaw 142 different insurance providers[11], each with its own payment rules and systems. In addition, 5.6 million Californians are covered by hundreds of self-insured employer-sponsored plans that are unregulated by the state.

This complexity is estimated to add close to 15% to total medical spending. About half of that falls on physician practices, hospitals, and other providers.[12] Each of these must currently support operations to bill and collect from a wide array of insurers, as well as from patients who owe out-of-pocket payments.

The other half of California's surplus administrative spending supports insurance companies, to which we estimate California will pay $34 billion above and beyond the cost of paying benefits in 2021. Health insurers this year will spend roughly $26 billion on administrative overhead (claims administration, advertising and sales, and so on), and will accrue another $3-5 billion in net income.[13]

Replacing those insurers with a state-run administrator will require significant up-front investments. Such an agency would need to set up a claims payment infrastructure, monitor provider quality and billing, and establish reimbursement rates. It would also need to conduct an initial public education and enrollment process. Finally, we consider that the state may provide income support to personnel displaced from administrative jobs no longer necessary under single payer financing.

While this is an expansive list, we believe all these investments could be achieved for one third of what California presently spends on insurance companies every year. Our model therefore builds in $12 billion over the first 24 months to allow for additional start-up costs. Using Medicare's administrative costs as a benchmark (2% overhead for traditional fee-for-service Medicare), we believe that ongoing administration would cost the state an additional $8 billion annually.

Even allowing $1 billion annually in insurance industry payments (providing out-of-state coverage, wrap-around benefits, etc.), as well as the federal government's own overhead costs, administrative spending would fall 50% in year 1, and 72% by year 3. That amounts to $29 billion in ongoing annual savings, not including the reduced administrative burdens on physicians and other providers.

**One-time changes in provider reimbursement rates**

The US health care system is notorious for its wide range of prices. Medicare is often used as a benchmark for reimbursement rates because its payments (at least for hospital and physician services) are based on what it costs those providers to deliver services. Medi-Cal, for comparison, pays providers on average about half of what Medicare pays in direct reimbursement rates,[14] but then makes up much of the difference through supplemental grants ("Medi-Cal matching funds"). On the other hand, private insurers (which negotiate rates based on market forces) pay 50% to 150% more than Medicare for hospital and physician services.[15]

Substantial savings could be realized by using the market power of a combined purchaser to bargain lower rates, or else by regulating reimbursements (for instance, pegging them to Medicare payments). For some providers, lower payments might be wholly made up by reduced administrative. For others, lower rates may reduce profit margins. Any rate setting agency would need to weigh these factors against the risk of incentivizing providers to exit the market.

We consider three potential rate scenarios:

*The "high reimbursement" scenario* assumes provider are paid on average the same rates they are paid today (using the statewide mix of government and private health plans). For providers who serve only privately insured patients, this would mean a modest reduction in reimbursements. Conversely, providers who serve only Medi-Cal or Medicare patients would see substantial increases in income. Providers who today have significant administrative overhead would likely see a fall in operating expenses, freeing up resources for increased capacity, employee compensation, or higher profit margins.

*The "medium reimbursement" scenario* assumes modest reductions in payments to certain providers. This includes bringing California's pharmaceutical drug spending in line with the rates currently paid by Medicare. It also includes reductions that recognize the savings that hospitals, physicians, and other providers will obtain from a simplified administrative system.

*The "low reimbursement" scenario* assumes more substantial reductions. Even in this scenario, though, we did not adopt the deepest rate reductions proposed in other studies of Medicare-for-All systems. Instead, we used what we consider conservative assumptions about the extent to which provider payments can be lowered without affecting California's health system capacity.

Some notes describing our assumptions follow:

*Pharmaceutical drugs:*

The biggest plausible reduction in prices is for pharmaceutical drugs. US drug prices are more than double those in most other rich countries, including Canada[16]. Even allowing for rebates paid to

insurers by the pharmaceutical industry, savings of 28% off current drug spending or more may be possible by adopting Canadian price levels.[17] Indeed, the Veterans Administration has been able to achieve pricing of near 50% below Medicare rates, albeit on a narrower set of drugs and a particular population.[18] For our "medium reimbursement" scenario, we assume just over 15% savings are possible – reflecting the rates currently paid by Medicare. [iii] For our "low reimbursement" scenario, we reduce drug spend by 28%, bringing it in line with Canadian pricing. We believe both are conservative assumptions, generous to pharmaceutical manufacturers.

*Hospitals:*

Hospital prices span a wide range across different payers. Nationally, private insurers pay hospitals roughly double what Medicare does (excluding DSH and similar payments).[19] California is no different: one study of state hospital filings found that private insurers pay 109% more than Medicare, with net payments by all payers to hospitals exceeding costs (including both operating and capital costs) by 8%.[20]

We assume for purposes of the "medium reimbursement" scenario that hospital rates are reduced on a statewide average by 3%. Under such a rebalancing of payments, the average hospital would receive 27% higher reimbursement for Medicare patients, 23% higher for Medi-Cal patients, and 39% less for privately insured patients. Based on current cost structure, a 3% reduction would lower profit margins to around 5%. However, simplified administration would substantially lower their administrative overhead costs, thereby raising hospital company margins above their current level.

Out "low reimbursement" scenario calculates spending on the basis of a 5% reduction in hospital payments. This level of payments would recapture about half of the administrative savings hospitals would obtain from single payer financing.

*Physicians:*

Payments to physician groups also vary widely by payer and by geography. One recent analysis found commercial payments in California average 128% of Medicare. While Northern California insurers pay between 148% to 173%, however, other regions (such as the Inland Empire) are closer to parity with Medicare.[21] Considerable debate also exists as to whether Medicare's rate-setting process overcompensates physicians – particularly specialists.

[iii] We used the Congressional Budget Office's estimate of 16% lower spending as a result of Medicare drug rates, and revised this downward to reflect the prevalence of Kaiser Permanente in the California market. As a large integrated care system, Kaiser not only has negotiated relatively low rates for its pharmaceutical drug supply, but also effectively steers prescribing patterns toward lower cost options. A portion of these savings are passed on to purchasers, reducing slightly the scope for savings relative to other states.

We do not venture into this debate, nor as to the best mechanism for setting rates.[iv] We do assume however that net reimbursements could be lowered by 5% (in our "medium reimbursement" scenario) or 7% (in our "low reimbursement" scenario). These reductions represent between one third and one half of the spending physician practices incur for billing and insurance-related functions.[22]

*Other services:*

"Other health services" make up nearly one fifth of all personal health spending. They include a diverse set of categories, including dental care, skilled nursing facilities, behavioral health, and durable medical equipment. These categories feature a diverse set of market dynamics. For some (such as dental practices), the potential for reduced administrative overhead is substantial. For others (such as behavioral health), the commercial insurance system provides such low reimbursements that most services are paid for out-of-pocket[23] and provider capacity is strained. For the "medium reimbursement" scenario, we have assumed a variety of net rate adjustments, which result in a 0.6% reduction across all these categories combined. For our "low reimbursement" scenario, we have assumed reductions that average 1.2%.

*Ongoing changes to inflationary trends*

Substantial savings – about $21 billion based on the "medium reimbursement" scenario above – could be realized simply by reducing current net reimbursement rates. The biggest impact on system-wide spending, though, results from lower cost trends. Across all categories of spending, CMS projects annual inflation to average 5.6% in the coming years. Not only is this well over twice the overall rate of inflation, it is substantially more than GDP forecasts – meaning that health costs will continue to consume a growing share of the economy.

A small and diminishing portion[24] of these increases is due to growing need for services by an aging population.[v] Rising prices, plus increased quantity and intensity of services, are the primary driving factors – together making up more than 75% of total increases. For all three scenarios, we model an initial surge of utilization associated with eliminating out-of-pocket payments – averaging 6% across all categories.

Under our "high reimbursement" scenario, cost trends during the initial ten-year period are reduced to those seen during 2013-2018 (following expansions of Medicaid and insurance coverage under the ACA). This results in overall spending growth of 4.4% annually (in addition to an initial surge in utilization due to the elimination of out-of-pocket barriers).

[iv] The manner of reimbursements has important consequences for physician-induced demand, and for geographic disparities in access. Other single payer financed health systems are increasingly experimenting in alternatives to fee-for-service reimbursement. Canada, for instance, has used alternative payment plans as a mechanism for incentivizing physicians to practice in rural areas with relatively few patients.

[v] The absence of universal long term care in the US results in that category increasing at a far slower pace than in other comparable countries. See Nisha Kurani and Cynthia Cox, "What drives health spending in the U.S. compared to other countries", Peterson-KFF Health System Tracker, September 2020.)[v].

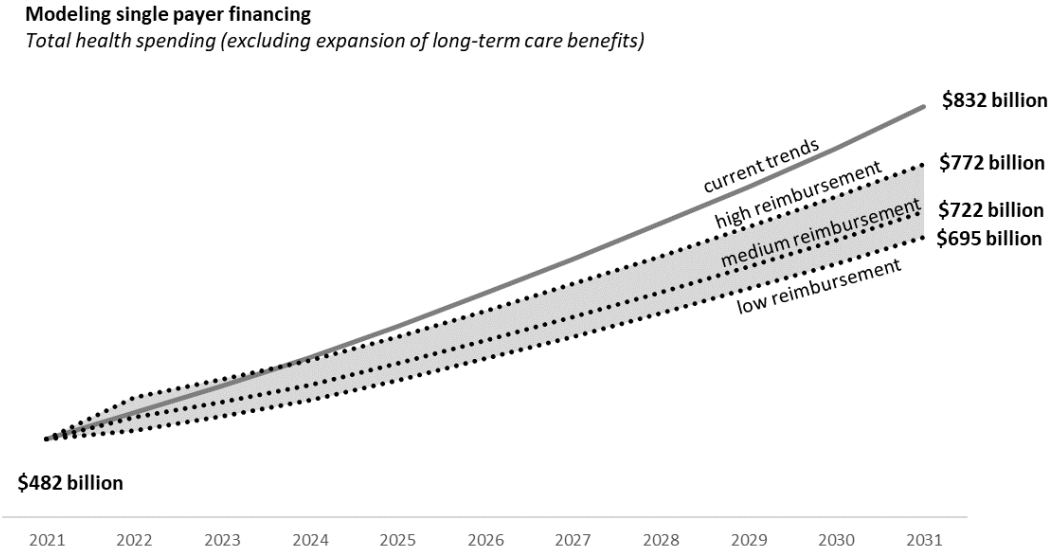
Our “medium reimbursement” scenario assumes cost trends can be reduced by an average of 1.4% annually, resulting in overall growth close to that of California’s wider economy (around 4.2%). This presumes that the initial surge in utilization, and associated decoupling of health care from family budgets, might lead to a stabilization of use and intensity of services (relative to disease condition).

Under our “low reimbursement” scenario, we assume cost trends are reduced by 1.6% (resulting in overall trend of 4.1%). This reflects not just the pricing reductions considered in the “medium reimbursement” scenario, but also that reduced duplication of services and fraudulent billing can yield an additional 2% savings over the initial ten-year period.

## 5. Spending forecasts under single payer financing

Like other studies, our model shows a state Medicare-for-All health system would likely generate large savings over the medium and long term. Under current trends, spending on personal health services in California will grow from $482 billion in 2021 to $832 billion in 2031. As we discussed above, providing for universal coverage through an insurance system would add $57 billion or more to that figure.

By contrast, even our "high reimbursement" scenario (wherein providers continue receiving the same average rates they do today) reaches cost neutrality within three years. This grows to $60 billion (7%) annual savings by year 10. Our "medium reimbursement" scenario yields $5 billion savings within the first year of operation, growing to $110 billion (14%) annually in the tenth year. Our "low reimbursement" scenario generates $19 billion immediately, and $137 billion (19%) after a decade.




Such changes would be transformational both to California's health care system and its economy. The biggest savings under single payer financing are generated by eliminating costs associated with insurance administration and by reducing inflationary pressures. Meanwhile, spending increases are directed toward patient care and provider capacity. This would lead to improved population-wide health; it would also mean a greater portion of California's health spending goes to in-state providers.

Who realizes the net savings from a single payer system, however, is a complex question. Households and employers, which pay for 42% of health care today, would see large savings. But those savings would be offset by taxation necessary to finance the statewide system. Similarly, state and local governments (which spend $89 billion a year on health services) would undergo a large rebalancing of their own budgets. We discuss these issues later in this paper.

## 6. The challenge of long-term care

It is exceedingly difficult to predict what a universal long-term care program would cost in California. For one, baseline costs are uncertain. Long-term support services (LTSS) are diverse in nature and in place of service, so extracting them from national health statistics is challenging. In addition, Medi-Cal (which pays for most LTSS in the state) does not separate out the LTSS costs of its managed care plans.

Future costs also depend very largely on benefit design. Key programmatic questions include, for example: Will the program require "vesting" in the form of a minimum periods of residency or tax contributions? Will it provide day-one and indefinite coverage, or will it only pay benefits during part of the time a person needs care? Will health-based eligibility triggers be more expansive than under current federal law? And what pay increases will be necessary to ensure a sufficient workforce will exist to provide LTSS care?

Nonetheless, with a fast-growing elderly population, California faces a largely unfunded liability when it comes to long-term care needs. Less than 3% of Americans have long term care policies in place[25], and Medi-Cal only covers about 20% of the over-65 population. Out-of-pocket spending and, above all else, uncompensated labor by family caregivers currently fills in the gaps.

California's Long-Term Services and Supports Subcommittee recently commissioned an analysis of what it might cost to create a social insurance program based on payroll tax contributions.[26] This study concluded that the state and federal governments spent between $25-30 billion on LTSS in 2017. It went on to forecast that a long-term care insurance scheme could be financed for 75 years with a payroll tax of around 0.50% to 0.90% - suggesting costs of roughly $16 billion at current prices (once beneficiaries are fully vested and receiving benefits). That could rise several-fold if out-of-pocket requirements were reduced or eliminated completely, but would also offset close to $10 billion in Medi-Cal spending.

It is important to note that such a social insurance model would not, at least initially, amount to "universal" coverage. The plans modeled for the Subcommittee exclude people who have not paid into the hypothetical fund – leaving out most of the 6 million Californians currently over age 65. Also, crucially, the consultants' analysis did not consider provider wage increases that would be triggered by such an expansion of LTSS services.[27]

Another recent report, by the Urban Institute, examined the likely costs of a LTSS program as part of a national, single-payer financed health system. This study concluded that, depending on benefit design and provider rates, such a plan would increase total LTSS spending by 53% to 150% (with a comprehensive benefit package and mid-range provider rate increases raising systemwide costs by 104%).

The last and most recent analysis we have used to guide our modelling is that of the Congressional Budget Office.[28] The CBO assumes an 8% increase in average payments rates for home and community based services would be necessary to support an adequately expanded workforce (bringing rates closer in line with those paid by Medicare). Combined with a large increase in paid LTSS services, the CBO concluded that the program would result in a 78% increase in spending in this category, or 7% of total health spending.

CBO's estimates should not be translated directly to the California context, given this state's high Medicaid spending on long-term care compared to other states. However, using this analysis as a guide in combination with that published by the Urban Institute, we suggest that a universal and comprehensive long-term care program could be developed for California at a net cost of between $30-40 billion.

Given the importance of this subject and the speculative nature of any projections, much more detailed analysis is necessary. But it appears to us that the cost of a universal long-term care program would be substantially less than the savings generated by even the most conservative model of single-payer financed health care.

## 7. Impacts of a Medicare-for-All system on families and businesses

Households and businesses together will spend about $196 billion on health services in 2021. Absent dramatic reforms, we expect that figure will grow to near $340 billion within a decade. A single payer system would avert much of that increase. But replacing private spending with taxpayer financing will require careful planning.

A variety of tax mechanisms have been proposed to accomplish this, including combinations of payroll taxes, income taxes, revenue-based taxes (such as sales or gross receipts), and others. Evaluating the relative merits of these is beyond the scope of this paper. However we note that any tax system will reapportion what each sector pays for health services.

Of the $196 billion that households and businesses spend on health care today, $104 billion is paid by families: $60 billion in the form of premiums (including those paid by Medicare beneficiaries), and a little over $44 billion in copays, deductibles, and uninsured services. The other $92 billion is paid for by private-sector employers[vi].

That varies widely by company, however. According to Kaiser Family Foundation's annual survey of employers, 56% of all companies offer health benefits. But 99% of large firms offer at least some of their workers coverage, while only 48% of very small companies do so.[29] The amount employers pay and what portion of employees take up that coverage also vary across industries and within firms, particularly in relation to employee unionization.

Whether a family's health insurance is paid for in whole or in part by employers has a huge impact on that family's economic security. But economically, these payment sources are hard to distinguish.[30] Total employee compensation is more crucial to a company's bottom line than wages or benefits in isolation – and whether benefit costs are deducted dollar-for-dollar from wages or offset through benefit reductions, it is the family budget that is ultimately most impacted.

We believe the current health system is a highly regressive burden on families, hitting lower income workers hardest and benefiting insurance companies most. A taxpayer financed plan at its heart would be a redistribution of that burden. It would dramatically reduce financial pressure on working families and on employers who currently pay a large share of health costs. At the same time, it would require higher spending of businesses that today pay little or nothing of their employees' health costs.

Providing for universal health care requires California's leadership to decide how those tax obligations are distributed across different firms, different industries, and different income brackets. That is not a simple matter. For instance, a gross receipts tax has relatively large impacts on businesses with low labor-to-sales ratios (such as technology companies, but also retailers), as compared to those

[vi] In addition to these annual expenditures, businesses and households hold back large sums in health fund reserves. Analyzing filings by welfare funds associated with private-sector California-based unions, we found that in 2019 these funds held over $100 billion in liquid reserves. That is just a portion of the private sector funds that would be freed up for other purposes if they were no longer needed to guard against health insurance risk. (*Based on study of Department of Labor ERISA-5500 and LM-2 filings)*

with a higher proportion of labor costs (such as hospitality businesses). It also more heavily affects sectors that rely on layers of contractors and subcontractors.

Complex though it may be, models exist for navigating these decisions. Los Angeles and San Francisco have both implemented gross receipts taxes and have gone through the process of adjusting tax rates to account for sectoral factors. And every level of government routinely debates giving special tax consideration to certain subsets of businesses or households (for example, the federal government's indirect subsidy to small business by making Medicare a primary insurer for older workers). Designing an appropriate tax structure for California's health plan is principally a matter of political will and focus.

Ultimately, families and businesses will be the chief beneficiaries of savings associated with single payer health care – through taxpayer programs, insurance premiums, or out-of-pocket costs, they are the ones on the hook for California's out-of-control health costs. How exactly those savings are passed on will vary widely by industry and by company. But whether through wage increases, business expansion, lower prices, or higher corporate profits, they will reshape California's economy.

## 8. Fiscal impacts on state and local budgets

*State financing considerations*

Before it decides on appropriate financing mechanisms, California must first determine how it will relate to the nearly $270 billion of government spending that already goes to health services. The big majority of that – $177 billion – is federal money, including Medicaid, Medicare and similar entitlements[vii], Affordable Care Act subsidies, and federal employee benefits.

California must reach agreement with several federal agencies before it can implement a statewide health plan. Foremost among them is the Department of Health and Human Services, which must consent to how the state's health plan overlaps with Medicare, Medicaid, and the Affordable Care Act. Also included are the Department of Veterans Affairs (which spends over $7 billion a year in California) and the Office of Personnel Management (which pays for other federal employee benefits).

Among the key fiscal issues at stake in this negotiation:

*Will federal funds continue to adjust based on utilization?* (Currently, federal programs carry the risk associated with the age and health status of their enrollees. This could shift to California if funding took the form of block grants.)

*How will Medicare rates be impacted by California's rate-setting system?* (Will savings associated with reduced provider rates be shared with the federal government, or will they accrue just to California?)

There is a clear path to resolving these questions and ensuring that federal funds continue to support California's health system. The Centers for Medicare and Medicaid Services has statutory authority to waive various state obligations under those two programs (subject to budgetary constraints), and all these agencies have operational latitude that allows for new contractual relationships. California's governor has authority to initiate waiver applications and related negotiations at any time. Given today's relatively cordial relationship between Sacramento and the White House, we believe the political table is set for California to move forward in partnership with the federal government.

In addition to negotiating a framework with the federal government and developing its own tax structure, California must develop an operational plan. This plan will have key fiscal consequences. Elements include:

*How will provider rates be set?* (As discussed above, this will have big ramifications for the long-term cost of the new health system. In particular, the relation of provider rates to state GDP growth is a crucial factor.)

*What are appropriate reserve levels given any particular mix of taxes and federal funding?* (The state will need to raise reserve funds to guard against fluctuations in revenue and utilization. This

[vii] This does not count $23 billion a year that senior and disabled Californians themselves pay in Medicare premiums.

borrowing will be offset by the $92 billion California currently carries on its balance sheet toward future retiree benefits.)

*How will quality of care and fair billing be guaranteed?* (The state will need to expand oversight of providers to ensure quality care and deter fraud.)

As with federal financing, these matters are complex, but the state has infrastructure in place to move quickly to resolve them. In 2019, the legislature established a commission charged with recommending a path toward unified financing of health care. While that body has delayed its work during the COVID crisis, the stage is set for it to pick up its pace.

*Offsetting local government spending*

Cities, school districts, counties, and special agencies spend about $28 billion a year on health services. $11 billion of that funds public health programs.[viii] Another $17 billion is spent on employee health benefits – a figure that does not include the $42 billion in unfunded liabilities that local governments carry on the books for future retiree health benefits.

A single payer health system could relieve local governments of almost all these obligations.

County public health systems would be the biggest beneficiaries. Today, public hospitals and clinics make ends meet on low reimbursement rates from Medi-Cal supplemented by other public funds. Unified state financing would instead put them on par with providers who today serve predominantly insured patients. The result would be a huge infusion of resources into communities that need them most, assuming county governments retool their health systems to put these resources to best effect. The fiscal impact would be enormous – an average of 15% savings to overall county budgets statewide.[31]

Single payer health care would also relieve local governments of nearly all employee benefit obligations. The eleven largest counties in California are expected to spend $729 per employee on health benefits in 2021.[32] If current trends persist, that figure will rise to over $1200 within a decade – driving total spending by local governments on employee health benefits from $17 billion to $29 billion annually. That would be obviated under a state system, saving local governments a further 19% of total expenses. So too would the $42 billion in unfunded retiree liabilities that currently weigh on local government balance sheets (at discount factors ranging from 3.5% to 7% or more).

Public health programs and government employee benefits are governed by a complex web of state and local laws as well as voter-approved charter provisions. In addition, a realignment of state and local budgets will almost certainly be necessary, given that the state will be assuming the burden of providing coverage currently paid for out of county and municipal budgets. Nonetheless, local governments (and therefore taxpayers) stand to be among the biggest winners of any Medicare-for-All type system.

[viii] Counties actually spend close to $18 billion for public health, but the state subsidizes around $7 billion (through realignment funds and other budget items).

## 9. Federal legal hurdles

Beyond fiscal considerations, a variety of federal and state laws pertain to California's ability to establish a universal health care program. In some cases a combination of waiver authority and plan design can be used to accommodate existing statutes. In others, legislative changes may be necessary. We provide the following list as an outline of the matters that need to be considered:

*Affordable Care Act (ACA)*

The ACA requires states to establish or participate in a health insurance exchange, and provides for two income-based subsidies (premium tax credits and cost-sharing reductions) to people who buy coverage through that exchange. Section 1332 of the ACA allows CMS to authorize pass-throughs of these tax credits. The way that is done, however, will need to be negotiated (for example, California would likely want to avoid the bureaucracy of individual means testing). The ACA also allows for CMS to grant waivers for states to establish "all-payer payment reform" (Section 1315a). Such a waiver would permit California to establish a uniform set of provider reimbursement rates which extended to Medicare beneficiaries as well as other plans.

*Medicaid*

Medicaid requires states to provide a minimum set of benefits to certain "mandatory" populations and it provides federal matching funds to pay for those benefits. The HHS Secretary is given broad authority under Section 1115 ("Demonstration Waivers") to enable states to test alternate models of coverage, provided they are budget neutral to the federal government. Under current regulations, which specify a per-member-per-month cost test over a five year period[33], a single payer health plan would very likely be able to meet these requirements on an ongoing basis. As with the ACA, California would likely want to ensure that its Medicaid waiver authority allowed it to abolish individual means testing.

*Medicare*

Allowing for a state health plan to integrate Medicare beneficiaries may be the biggest federal administrative hurdle facing California. Because Medicare is designed to operate independent of the states, its waiver authority does not obviously provide a mechanism for integrating doing so. Section 402 does allow for demonstrations of "new benefits, fee-for-service or Medicare Advantage payment methodologies, and/or risk sharing arrangements that are not currently permitted under Medicare statute". There are few examples of this authority being used to advance comprehensive health reform (Maryland's hospital payment system is a very notable exception to this). Moreover, Section 402 does not provide for pass-throughs of federal funding. It is imaginable that a California health plan could contract with CMS as a Medicare Advantage plan option (given its cost-free and comprehensive plan design, it would presumably be far more attractive to beneficiaries than traditional Medicare or other Medicare Advantage plans). But that would leave California providers having to identify patients in legacy Medicare plans, and bill them separately. Given the potential for large savings under a statewide health system, and the fact that some of those portion savings could be shared with the federal government, it may be that enabling legislation turns out to be the best course.

*Employee Retirement Income Security Act (ERISA)*

This legislation established a common set of regulations for employee benefit plans, including welfare plans. Its broad preemption clause has been interpreted to nullify state laws that either reference ERISA-regulated plans or otherwise compel them to be designed in a certain way.[34] However, we have strong reason to believe a California single payer health system would not trigger ERISA pre-emption. In reviewing an employer health spending mandate in San Francisco, the federal Ninth Circuit observed that that County's health plan ("Healthy San Francisco") was an entitlement program rather than an employee benefit plan. Given this, and the fact that San Francisco did not compel employers to create or modify their benefit plans in any way, the court determined that this spending requirement was not enjoined by federal law. A California-wide single payer health plan would be even less intrusive into employee benefits than San Francisco's ordinance. It would create a public benefit program, but would not necessarily compel employers to participate in it in any way beyond uniform taxation (a power unambiguously given to the states).

*Federal Employees Health Benefits Plan (FEHBP)*

This plan, administered by the Officer of Personnel Management, governs most federal employees' health benefits. Its founding Act contains a very restrictive preemption clause, constraining states' ability to affect federal employees. Congress has regularly amended FEHBA to shape the scope of its benefits, the amount it pays (currently 75% of typical health plan premiums), and the OPM's contractual authority. Additional amendments would be necessary to accommodate a state single payer plan, or else covered federal employees may need to be treated as out-of-state residents.

## Appendix A: Estimated California health spending (2014-2031)

**Estimated California health expenditures (based on NHE 2014 state estimate and NHE annual cost trends)**
*(in $ millions)*

| | 2014 | .... | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hospitals | 106,487 | | 151,533 | 160,623 | 170,148 | 179,957 | 190,745 | 202,741 | 214,618 | 227,300 | 240,411 | 254,279 | 268,946 |
| Physicians and clinical services | 76,688 | | 107,816 | 113,738 | 120,033 | 126,676 | 134,001 | 141,404 | 149,334 | 157,624 | 166,092 | 175,015 | 184,417 |
| Prescription drugs | 36,924 | | 47,456 | 50,171 | 53,075 | 56,207 | 59,452 | 63,039 | 66,827 | 70,754 | 74,492 | 78,427 | 82,570 |
| Dental services | 14,557 | | 19,814 | 20,659 | 21,580 | 22,526 | 23,511 | 24,535 | 25,596 | 26,696 | 27,873 | 29,101 | 30,383 |
| Nursing home care | 14,799 | | 18,625 | 19,518 | 20,460 | 21,383 | 22,354 | 23,412 | 24,568 | 25,850 | 27,059 | 28,326 | 29,651 |
| Home health care | 11,253 | | 16,521 | 17,702 | 18,976 | 20,290 | 21,723 | 23,249 | 24,921 | 26,713 | 28,586 | 30,591 | 32,737 |
| Other professional services | 8,376 | | 12,221 | 12,897 | 13,603 | 14,350 | 15,127 | 15,945 | 16,813 | 17,711 | 18,664 | 19,668 | 20,727 |
| Other health, residential and personal care | 19,164 | | 28,107 | 29,777 | 31,485 | 33,167 | 35,052 | 37,050 | 39,176 | 41,377 | 43,650 | 46,049 | 48,579 |
| Durable medical equipment | 3,740 | | 5,286 | 5,598 | 5,926 | 6,279 | 6,647 | 7,032 | 7,464 | 7,880 | 8,354 | 8,856 | 9,388 |
| **Personal health care** | **291,989** | | **407,380** | **430,683** | **455,287** | **480,835** | **508,612** | **538,406** | **569,316** | **601,905** | **635,181** | **670,311** | **707,398** |
| Administration (government) | 4,832 | | 6,278 | 6,680 | 7,105 | 7,518 | 7,967 | 8,506 | 9,069 | 9,643 | 10,213 | 10,816 | 11,455 |
| Administration and profits (insurance) | 22,310 | | 33,996 | 35,914 | 37,948 | 40,050 | 42,272 | 44,590 | 47,040 | 49,579 | 52,219 | 55,000 | 57,929 |
| Public Health programs | 9,367 | | 11,641 | 12,055 | 12,482 | 12,907 | 13,404 | 13,944 | 14,451 | 14,957 | 15,467 | 15,995 | 16,540 |
| **Health consumption expenditures** | **328,499** | | **459,294** | **485,332** | **512,822** | **541,309** | **572,255** | **605,446** | **639,876** | **676,085** | **713,080** | **752,122** | **793,322** |
| Research | 5,255 | | 7,055 | 7,595 | 7,974 | 8,365 | 8,791 | 9,227 | 9,699 | 10,193 | 10,745 | 11,326 | 11,940 |
| Structures & equipment | 11,846 | | 15,872 | 16,733 | 17,618 | 18,572 | 19,585 | 20,653 | 21,768 | 22,928 | 24,099 | 25,330 | 26,624 |
| **National health expenditures** | **345,600** | | **482,221** | **509,660** | **538,414** | **568,246** | **600,630** | **635,326** | **671,343** | **709,206** | **747,924** | **788,779** | **831,886** |

## Appendix B: Estimated spending by payer and plan type (2021)

### Estimated California health consumption expenditures

*(in $ millions)*

| | Federal | State | Local | Businesses | Families | **Total** |
|---|---|---|---|---|---|---|
| **Public health programs** | | | | | | |
| Medicare and Indian Health Service | 68,139 | | | | 35,416 | **103,556** |
| Medicaid and other public programs | 93,117 | 53,482 | 11,861 | | | **158,460** |
| Affordable Care Act (Covered CA) | 7,521 | 429 | | | 6,243 | **14,193** |
| **Employment-based coverage** | | | | | | |
| Employer sponsored plans | 7,896 | 6,936 | 18,007 | 80,631 | 41,677 | **155,147** |
| Workers compensation (medical) | | | | 11,448 | | **11,448** |
| **Individual plans** | | | | | | |
| Individual health insurance | | | | | 13,313 | **13,313** |
| Other out-of-pocket spending | | | | | 7,165 | **7,165** |
| **TOTAL** | **176,673** | **60,847** | **29,867** | **92,079** | **103,815** | **463,282** |

These estimates were developed from a variety of non-CMS sources, and exceed strictly CMS-based projections by a net $4 billion or 0.9%.

Distribution of Medicare spending relies on MedPAC estimates for out-of-pocket expenses (which are calculated on fee-for-service Medicare, but extrapolated to all Medicare enrollees).

Medicaid and other public spending is projected using the Governor's budget proposal for 2021-22.

Employment based coverage is calculated using CMS private health insurance estimates, adjusted for Kaiser Family Foundation surveys of premium sharing, out-of-pocket costs. Federal employment-based spending includes Veterans Administration benefits as well as FEHB spending. State and local employee spending is calculated using data from the California State Controller's office, and includes OPEB pre-funding payments (assuming a 50% average employer share).

Other sources include: CMS Marketplace public use files, CMS Medicare Trustees Report, Office of Personnel Management, Workers' Compensation Insurance Rating Bureau of California, San Francisco Controller's Office.

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# ASSEMBLY BILL No. 1400

**Introduced by Assembly Members Kalra, Lee, and Santiago**
**(Principal coauthors: Assembly Members Chiu and Ting)**
(Principal coauthors: Senators Gonzalez, McGuire, and Wiener)
**(Coauthors: Assembly Members Friedman, Kamlager, McCarty, Nazarian, Luz Rivas, and Wicks)**
(Coauthors: Senators Becker, Cortese, Laird, and Wieckowski)

February 19, 2021

An act to add Title 23 (commencing with Section 100600) to the Government Code, relating to health care coverage, and making an appropriation therefor.

## LEGISLATIVE COUNSEL'S DIGEST

AB 1400, as introduced, Kalra. Guaranteed Health Care for All.

Existing federal law, the federal Patient Protection and Affordable Care Act (PPACA), requires each state to establish an American Health Benefit Exchange to facilitate the purchase of qualified health benefit plans by qualified individuals and qualified small employers. PPACA defines a "qualified health plan" as a plan that, among other requirements, provides an essential health benefits package. Existing state law creates the California Health Benefit Exchange, also known as Covered California, to facilitate the enrollment of qualified individuals and qualified small employers in qualified health plans as required under PPACA.

Existing law, the Knox-Keene Health Care Service Plan Act of 1975, provides for the licensure and regulation of health care service plans by the Department of Managed Health Care. Existing law provides for the regulation of health insurers by the Department of Insurance.

Existing law provides for the Medi-Cal program, which is administered by the State Department of Health Care Services, under which qualified low-income individuals receive health care services. The Medi-Cal program is, in part, governed and funded by federal Medicaid program provisions.

This bill, the California Guaranteed Health Care for All Act, would create the California Guaranteed Health Care for All program, or CalCare, to provide comprehensive universal single-payer health care coverage and a health care cost control system for the benefit of all residents of the state. The bill, among other things, would provide that CalCare cover a wide range of medical benefits and other services and would incorporate the health care benefits and standards of other existing federal and state provisions, including the federal Children's Health Insurance Program, Medi-Cal, ancillary health care or social services covered by regional centers for persons with developmental disabilities, Knox-Keene, and the federal Medicare program. The bill would require the board to seek all necessary waivers, approvals, and agreements to allow various existing federal health care payments to be paid to CalCare, which would then assume responsibility for all benefits and services previously paid for with those funds.

This bill would create the CalCare Board to govern CalCare, made up of 9 voting members with demonstrated and acknowledged expertise in health care, and appointed as provided, plus the Secretary of California Health and Human Services or their designee as a nonvoting, ex officio member. The bill would provide the board with all the powers and duties necessary to establish CalCare, including determining when individuals may start enrolling into CalCare, employing necessary staff, negotiating pricing for covered pharmaceuticals and medical supplies, establishing a prescription drug formulary, and negotiating and entering into necessary contracts. The bill would require the board to convene a CalCare Public Advisory Committee with specified members to advise the board on all matters of policy for CalCare. The bill would establish an 11-member Advisory Commission on Long-Term Services and Supports to advise the board on matters of policy related to long-term services and supports.

This bill would provide for the participation of health care providers in CalCare, including the requirements of a participation agreement between a health care provider and the board, provide for payment for health care items and services, and specify program participation standards. The bill would prohibit a participating provider from

discriminating against a person by, among other things, reducing or denying a person's benefits under CalCare because of a specified characteristic, status, or condition of the person.

This bill would prohibit a participating provider from billing or entering into a private contract with an individual eligible for CalCare benefits regarding a covered benefit, but would authorize contracting for a health care item or service that is not a covered benefit if specified criteria are met. The bill would authorize health care providers to collectively negotiate fee-for-service rates of payment for health care items and services using a 3rd-party representative, as provided. The bill would require the board to annually determine an institutional provider's global budget, to be used to cover operating expenses related to covered health care items and services for that fiscal year, and would authorize payments under the global budget.

This bill would state the intent of the Legislature to enact legislation that would develop a revenue plan, taking into consideration anticipated federal revenue available for CalCare. The bill would create the CalCare Trust Fund in the State Treasury, as a continuously appropriated fund, consisting of any federal and state moneys received for the purposes of the act. Because the bill would create a continuously appropriated fund, it would make an appropriation.

This bill would prohibit specified provisions of this act from becoming operative until the Secretary of California Health and Human Services gives written notice to the Secretary of the Senate and the Chief Clerk of the Assembly that the CalCare Trust Fund has the revenues to fund the costs of implementing the act. The California Health and Human Services Agency would be required to publish a copy of the notice on its internet website.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: yes. Fiscal committee: yes. State-mandated local program: no.

*The people of the State of California do enact as follows:*

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Although the federal Patient Protection and Affordable Care Act (PPACA) brought many improvements in health care and health care coverage, PPACA still leaves many Californians without coverage or with inadequate coverage.

(2) Californians, as individuals, employers, and taxpayers, have experienced a rise in the cost of health care and health care coverage in recent years, including rising premiums, deductibles, and copayments, as well as restricted provider networks and high out-of-network charges.

(3) Businesses have also experienced increases in the costs of health care benefits for their employees, and many employers are shifting a larger share of the cost of coverage to their employees or dropping coverage entirely.

(4) Individuals often find that they are deprived of affordable care and choice because of decisions by health benefit plans guided by the plan's economic needs rather than patients' health care needs.

(5) To address the fiscal crisis facing the health care system and the state, and to ensure Californians get the health care they need, comprehensive health care coverage needs to be provided.

(6) Billions of dollars that could be spent on providing equal access to health care are wasted on administrative costs necessary in a multipayer health care system. Resources and costs spent on administration would be dramatically reduced in a single-payer system, allowing health care professionals and hospitals to focus on patient care instead.

(7) It is the intent of the Legislature to establish a comprehensive universal single-payer health care coverage program and a health care cost control system for the benefit of all residents of the state.

(b) (1) It is further the intent of the Legislature to establish the California Guaranteed Health Care for All program to provide universal health coverage for every Californian, funded by broad-based revenue.

(2) It is the intent of the Legislature to work to obtain waivers and other approvals relating to Medi-Cal, the federal Children's Health Insurance Program, Medicare, PPACA, and any other

federal programs pertaining to the provision of health care so that any federal funds and other subsidies that would otherwise be paid to the State of California, Californians, and health care providers would be paid by the federal government to the State of California and deposited in the CalCare Trust Fund.

(3) Under those waivers and approvals, those funds would be used for health care coverage that provides health care benefits equal to or exceeded by those programs as well as other program modifications, including elimination of cost sharing and insurance premiums.

(4) Those programs would be replaced and merged into CalCare, which will operate as a true single-payer program.

(5) If any necessary waivers or approvals are not obtained, it is the intent of the Legislature that the state use state plan amendments and seek waivers and approvals to maximize, and make as seamless as possible, the use of funding from federally matched public health programs and other federal health programs in CalCare.

(6) Even if other programs, including Medi-Cal or Medicare, may contribute to paying for care, it is the goal of this act that the coverage be delivered by CalCare, and, as much as possible, that the multiple sources of funding be pooled with other CalCare program funds.

(c) This act does not create an employment benefit, nor does the act require, prohibit, or limit providing a health care employment benefit.

(d) (1) It is not the intent of the Legislature to change or impact in any way the role or authority of a licensing board or state agency that regulates the standards for or provision of health care and the standards for health care providers as established under current law, including the Business and Professions Code, the Health and Safety Code, the Insurance Code, and the Welfare and Institutions Code.

(2) This act would in no way authorize the CalCare Board, the California Guaranteed Health Care for All program, or the Secretary of California Health and Human Services to establish or revise licensure standards for health care professionals or providers.

(e) It is the intent of the Legislature that neither health information technology nor clinical practice guidelines limit the

effective exercise of the professional judgment of physicians, registered nurses, and other licensed health care professionals. Physicians, registered nurses, and other licensed health care professionals shall be free to override health information technology and clinical practice guidelines if, in their professional judgment and in accordance with their scope of practice and licensure, it is in the best interest of the patient and consistent with the patient's wishes.

(f) (1) It is the intent of the Legislature to prohibit CalCare, a state agency, a local agency, or a public employee acting under color of law from providing or disclosing to anyone, including the federal government, any personally identifiable information obtained, including a person's religious beliefs, practices, or affiliation, national origin, ethnicity, or immigration status, for law enforcement or immigration purposes.

(2) This act would also prohibit law enforcement agencies from using CalCare's funds, facilities, property, equipment, or personnel to investigate, enforce, or assist in the investigation or enforcement of a criminal, civil, or administrative violation or warrant for a violation of any requirement that individuals register with the federal government or any federal agency based on religion, national origin, ethnicity, immigration status, or other protected category as recognized in the Unruh Civil Rights Act (Part 2 (commencing with Section 51) of Division 1 of the Civil Code).

(g) It is the further intent of the Legislature to address the high cost of prescription drugs and ensure they are affordable for patients.

SEC. 2. Title 23 (commencing with Section 100600) is added to the Government Code, to read:

## TITLE 23. THE CALIFORNIA GUARANTEED HEALTH CARE FOR ALL ACT

### Chapter 1. General Provisions

100600. This title shall be known, and may be cited, as the California Guaranteed Health Care for All Act.

100601. There is hereby established in state government the California Guaranteed Health Care for All program, or CalCare,

to be governed by the CalCare Board pursuant to Chapter 2 (commencing with Section 100610).

100602. For the purposes of this title, the following definitions apply:

(a) "Activities of daily living" means basic personal everyday activities including eating, toileting, grooming, dressing, bathing, and transferring.

(b) "Advisory commission" means the Advisory Commission on Long-Term Services and Supports established pursuant to Section 100614.

(c) "Affordable Care Act" or "PPACA" means the federal Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), and any amendments to, or regulations or guidance issued under, those acts.

(d) "Allied health practitioner" means a group of health professionals who apply their expertise to prevent disease transmission and diagnose, treat, and rehabilitate people of all ages and in all specialties, together with a range of technical and support staff, by delivering direct patient care, rehabilitation, treatment, diagnostics, and health improvement interventions to restore and maintain optimal physical, sensory, psychological, cognitive, and social functions. Examples include audiologists, occupational therapists, social workers, and radiographers.

(e) "Board" means the CalCare Board described in Section 100610.

(f) "CalCare" or "California Guaranteed Health Care for All" means the California Guaranteed Health Care for All program established in Section 100601.

(g) "Capital expenditures" means expenses for the purchase, lease, construction, or renovation of capital facilities, health information technology, artificial intelligence, and major equipment, including costs associated with state grants, loans, lines of credit, and lease-purchase arrangements.

(h) "Carrier" means either a private health insurer holding a valid outstanding certificate of authority from the Insurance Commissioner or a health care service plan, as defined under subdivision (f) of Section 1345 of the Health and Safety Code, licensed by the Department of Managed Health Care.

(i) "Committee" means the CalCare Public Advisory Committee established pursuant to Section 100611.

(j) "County organized health system" means a health system implemented pursuant to Part 4 (commencing with Section 101525) of Division 101 of the Health and Safety Code, and Article 2.8 (commencing with Section 14087.5) of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

(k) "Essential community provider" means a provider, as defined in Section 156.235(c) of Title 45 of the Code of Federal Regulations, as published February 27, 2015, in the Federal Register (80 FR 10749), that serves predominantly low-income, medically underserved individuals and that is one of the following:

(1) A community clinic, as defined in subparagraph (A) of paragraph (1) of subdivision (a) of Section 1204 of the Health and Safety Code.

(2) A free clinic, as defined in subparagraph (B) of paragraph (1) of subdivision (a) of Section 1204 of the Health and Safety Code.

(3) A federally qualified health center, as defined in Section 1395x(aa)(4) or Section 1396d(*l*)(2)(B) of Title 42 of the United States Code.

(4) A rural health clinic, as defined in Section 1395x(aa)(2) or 1396d(*l*)(1) of Title 42 of the United States Code.

(5) An Indian Health Service Facility, as defined in subdivision (v) of Section 2699.6500 of Title 10 of the California Code of Regulations.

(*l*) "Federally matched public health program" means the state's Medi-Cal program under Title XIX of the federal Social Security Act (42 U.S.C. Sec. 1396 et seq.) and the federal Children's Health Insurance Program under Title XXI of the federal Social Security Act (42 U.S.C. Sec. 1397aa et seq.).

(m) "Fund" means the CalCare Trust Fund established pursuant to Article 2 (commencing with Section 100665) of Chapter 7.

(n) "Global budget" means the payment negotiated between an institutional provider and the board pursuant to Section 100641.

(o) "Group practice" means a professional corporation under the Moscone-Knox Professional Corporation Act (Part 4 (commencing with Section 13400) of Division 3 of Title 1 of the Corporations Code) that is a single corporation or partnership composed of licensed doctors of medicine, doctors of osteopathy,

or other licensed health care professionals, and that provides health care items and services primarily directly through physicians or other health care professionals who are either employees or partners of the organization.

(p) "Health care professional" means a health care professional licensed pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, or licensed pursuant to the Osteopathic Act or the Chiropractic Act, who, in accordance with the professional's scope of practice, may provide health care items and services under this title.

(q) "Health care item or service" means a health care item or service that is included as a benefit under CalCare.

(r) "Health professional education expenditures" means expenditures in hospitals and other health care facilities to cover costs associated with teaching and related research activities.

(s) "Home- and community-based services" means an integrated continuum of service options available locally for older individuals and functionally impaired persons who seek to maximize self-care and independent living in the home or a home-like environment, which includes the home- and community-based services that are available through Medi-Cal pursuant to the home- and-community based waiver program under Section 1915 of the federal Social Security Act (42 U.S.C. Sec. 1396n) as of January 1, 2019.

(t) "Implementation period" means the period under paragraph (6) of subdivision (e) of Section 100612 during which CalCare is subject to special eligibility and financing provisions until it is fully implemented under that section.

(u) "Institutional provider" means an entity that provides health care items and services and is licensed pursuant to any of the following:

(1) A health facility, as defined in Chapter 2 (commencing with Section 1250) of Division 2 of the Health and Safety Code.

(2) A clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the Health and Safety Code.

(3) A long-term health care facility, as defined in Section 1418 of the Health and Safety Code, or a program developed pursuant to paragraph (1) of subdivision (i) of Section 100612.

(4) A county medical facility licensed pursuant to Chapter 2.5 (commencing with Section 1440) of Division 2 of the Health and Safety Code.

(5) A residential care facility for persons with chronic, life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the Health and Safety Code.

(6) An Alzheimer's day care resource center licensed pursuant to Chapter 3.1 (commencing with Section 1568.15) of Division 2 of the Health and Safety Code.

(7) A residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the Health and Safety Code.

(8) A hospice licensed pursuant to Chapter 8.5 (commencing with Section 1745) of Division 2 of the Health and Safety Code.

(9) A pediatric day health and respite care facility licensed pursuant to Chapter 8.6 (commencing with Section 1760) of Division 2 of the Health and Safety Code.

(10) A mental health care provider licensed pursuant to Division 4 (commencing with Section 4000) of the Welfare and Institutions Code.

(11) A federally qualified health center, as defined in Section 1395x(aa)(4) or 1396d(*l*)(2)(B) of Title 42 of the United States Code.

(v) "Instrumental activities of daily living" means activities related to living independently in the community, including meal planning and preparation, managing finances, shopping for food, clothing, and other essential items, performing essential household chores, communicating by phone or other media, and traveling around and participating in the community.

(w) "Local initiative" means a prepaid health plan that is organized by, or designated by, a county government or county governments, or organized by stakeholders, of a region designated by the department to provide comprehensive health care to eligible Medi-Cal beneficiaries, including the entities established pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.96 of the Welfare and Institutions Code.

(x) "Long-term services and supports" means long-term care, treatment, maintenance, or services related to health conditions, injury, or age, that are needed to support the activities of daily living and the instrumental activities of daily living for a person with a disability, including all long-term services and supports as defined in Section 14186.1 of the Welfare and Institutions Code,

home- and community-based services, additional services and supports identified by the board to support people with disabilities to live, work, and participate in their communities, and those as defined by the board.

(y) "Medicaid" or "medical assistance" means a program that is one of the following:

(1) The state's Medi-Cal program under Title XIX of the federal Social Security Act (42 U.S.C. Sec. 1396 et seq.).

(2) The federal Children's Health Insurance Program under Title XXI of the federal Social Security Act (42 U.S.C. Sec. 1397aa et seq.).

(z) "Medically necessary or appropriate" means the health care items, services, or supplies needed or appropriate to prevent, diagnose, or treat an illness, injury, condition, or disease, or its symptoms, and that meet accepted standards of medicine as determined by a patient's treating physician or other individual health care professional who is treating the patient, and, according to that health care professional's scope of practice and licensure, is authorized to establish a medical diagnosis and has made an assessment of the patient's condition.

(aa) "Medicare" means Title XVIII of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.) and the programs thereunder.

(ab) "Member" means an individual who is enrolled in CalCare.

(ac) "Out-of-state health care service" means a health care item or service provided in person to a member while the member is temporarily, for no more than 90 days, and physically located out of the state under either of the following circumstances:

(1) It is medically necessary or appropriate that the health care item or service be provided while the member physically is out of the state.

(2) It is medically necessary or appropriate, and cannot be provided in the state, because the health care item or service can only be provided by a particular health care provider physically located out of the state.

(ad) "Participating provider" means an individual or entity that is a health care provider qualified under Section 100630 that has a participation agreement pursuant to Section 100631 in effect with the board to furnish health care items or services under CalCare.

(ae) "Prescription drugs" means prescription drugs as defined in subdivision (n) of Section 130501 of the Health and Safety Code.

(af) "Resident" means an individual whose primary place of abode is in this state, without regard to the individual's immigration status, who meets the California residence requirements adopted by the board pursuant to subdivision (k) of Section 100610. The board shall be guided by the principles and requirements set forth in the Medi-Cal program under Article 7 (commencing with Section 50320) of Chapter 2 of Subdivision 1 of Division 3 of Title 22 of the California Code of Regulations.

(ag) "Rural or medically underserved area" has the same meaning as a "health professional shortage area" in Section 254e of Title 42 of the United States Code.

100603. This title does not preempt a city, county, or city and county from adopting additional health care coverage for residents in that city, county, or city and county that provides more protections and benefits to California residents than this title.

100604. To the extent any law is inconsistent with this title or the legislative intent of the California Guaranteed Health Care for All Act, this title shall apply and prevail, except when explicitly provided otherwise by this title.

## Chapter 2. Governance

100610. (a) CalCare shall be governed by an executive board, known as the CalCare Board, consisting of nine voting members who are residents of California. The CalCare Board shall be an independent public entity not affiliated with an agency or department. Of the members of the board, five shall be appointed by the Governor, two shall be appointed by the Senate Committee on Rules, and two shall be appointed by the Speaker of the Assembly. The Secretary of California Health and Human Services or the secretary's designee shall serve as a nonvoting, ex officio member of the board.

(b) (1) A member of the board, other than an ex officio member, shall be appointed for a term of four years, except that the initial appointment by the Senate Committee on Rules shall be for a term of five years, and the initial appointment by the Speaker of the

Assembly shall be for a term of two years. These members may be reappointed for succeeding four-year terms.

(2) Appointments by the Governor shall be subject to confirmation by the Senate. A member of the board may continue to serve until the appointment and qualification of the member's successor. Vacancies shall be filled by appointment for the unexpired term. The board shall elect a chairperson on an annual basis.

(c) (1) Each person appointed to the board shall have demonstrated and acknowledged expertise in health care policy or delivery.

(2) Appointing authorities shall also consider the expertise of the other members of the board and attempt to make appointments so that the board's composition reflects a diversity of expertise in the various aspects of health care and the diversity of various regions within the state.

(3) Appointments to the board shall be made as follows:

(A) Two health care professionals who practice medicine.

(B) One registered nurse.

(C) One public health professional.

(D) One mental health professional.

(E) One member with an institutional provider background.

(F) One representative of a not-for-profit organization that advocates for individuals who use health care in California

(G) One representative of a labor organization.

(H) One member of the committee established pursuant to Section 100611, who shall serve on a rotating basis to be determined by the committee.

(d) Each member of the board shall have the responsibility and duty to meet the requirements of this title and all applicable state and federal laws and regulations, to serve the public interest of the individuals, employers, and taxpayers seeking health care coverage through CalCare, and to ensure the operational well-being and fiscal solvency of CalCare.

(e) In making appointments to the board, the appointing authorities shall take into consideration the racial, ethnic, gender, and geographical diversity of the state so that the board's composition reflects the communities of California.

(f) (1) A member of the board or of the staff of the board shall not be employed by, a consultant to, a member of the board of

directors of, affiliated with, or otherwise a representative of, a health care professional, institutional provider, or group practice while serving on the board or on the staff of the board, except board members who are practicing health care professionals may be employed by an institutional provider or group practice. A member of the board or of the staff of the board shall not be a board member or an employee of a trade association of health professionals, institutional providers, or group practices while serving on the board or on the staff of the board. A member of the board or of the staff of the board may be a health care professional if that member does not have an ownership interest in an institutional provider or a professional health care practice.

(2) Notwithstanding Section 11009, a board member shall receive compensation for service on the board. A board member may receive a per diem and reimbursement for travel and other necessary expenses, as provided in Section 103 of the Business and Professions Code, while engaged in the performance of official duties of the board.

(g) A member of the board shall not make, participate in making, or in any way attempt to use the member's official position to influence the making of a decision that the member knows, or has reason to know, will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the member or a person in the member's immediate family, or on either of the following:

(1) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the member within 12 months before the decision is made.

(2) Any business entity in which the member is a director, officer, partner, trustee, employee, or holds any position of management.

(h) There shall not be liability in a private capacity on the part of the board or a member of the board, or an officer or employee of the board, for or on account of an act performed or obligation entered into in an official capacity, when done in good faith, without intent to defraud, and in connection with the

administration, management, or conduct of this title or affairs related to this title.

(i) The board shall hire an executive director to organize, administer, and manage the operations of the board. The executive director shall be exempt from civil service and shall serve at the pleasure of the board.

(j) The board shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2), except that the board may hold closed sessions when considering matters related to litigation, personnel, contracting, and provider rates.

(k) The board may adopt rules and regulations as necessary to implement and administer this title in accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2).

100611. (a) The board shall convene a CalCare Public Advisory Committee to advise the board on all matters of policy for CalCare. The committee shall consist of members who are residents of California.

(b) Members of the committee shall be appointed by the board for a term of two years. These members may be reappointed for succeeding two-year terms.

(c) The members of the committee shall be as follows:

(1) Four health care professionals.

(2) One registered nurse.

(3) One representative of a licensed health facility.

(4) One representative of an essential community provider

(5) One representative of a physician organization or medical group.

(6) One behavioral health provider.

(7) One dentist or oral care specialist.

(8) One representative of private hospitals.

(9) One representative of public hospitals.

(10) One individual who is enrolled in and uses health care items and services under CalCare.

(11) Two representatives of organizations that advocate for individuals who use health care in California, including at least one representative of an organization that advocates for the disabled community.

(12) Two representatives of organized labor, including at least one labor organization representing registered nurses.

(d) In convening the committee pursuant to this section, the board shall make good faith efforts to ensure that their appointments, as a whole, reflect, to the greatest extent feasible, the social and geographic diversity of the state.

(e) Members of the committee shall serve without compensation, but shall be reimbursed for actual and necessary expenses incurred in the performance of their duties to the extent that reimbursement for those expenses is not otherwise provided or payable by another public agency or agencies, and shall receive one hundred fifty dollars ($150) for each full day of attending meetings of the committee. For purposes of this section, “full day of attending a meeting” means presence at, and participation in, not less than 75 percent of the total meeting time of the committee during any particular 24-hour period.

(f) The committee shall meet at least once every quarter, and shall solicit input on agendas and topics set by the board. All meetings of the committee shall be open to the public, pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2).

(g) The committee shall elect a chairperson who shall serve for two years and who may be reelected for an additional two years.

(h) Committee members, or their assistants, clerks, or deputies, shall not use for personal benefit any information that is filed with, or obtained by, the committee and that is not generally available to the public.

100612. (a) The board shall have all powers and duties necessary to establish and implement CalCare. The board shall provide, under CalCare, comprehensive universal single-payer health care coverage and a health care cost control system for the benefit of all residents of the state.

(b) The board shall, to the maximum extent possible, organize, administer, and market CalCare and services as a single-payer program under the name “CalCare” or any other name as the board determines, regardless of which law or source the definition of a benefit is found, including, on a voluntary basis, retiree health benefits. In implementing this title, the board shall avoid jeopardizing federal financial participation in the programs that

are incorporated into CalCare and shall take care to promote public understanding and awareness of available benefits and programs.

(c) The board shall consider any matter to effectuate the provisions and purposes of this title. The board shall not have executive, administrative, or appointive duties except as otherwise provided by law.

(d) The board shall designate the executive director to employ necessary staff and authorize reasonable, necessary expenditures from the CalCare Trust Fund to pay program expenses and to administer CalCare. The executive director shall hire or designate another to hire staff, who shall not be exempt from civil service, to implement fully the purposes and intent of CalCare. The executive director, or the executive director's designee, shall give preference in hiring to all individuals displaced or unemployed as a direct result of the implementation of CalCare, including as set forth in Section 100615.

(e) The board shall do or delegate to the executive director all of the following:

(1) Determine goals, standards, guidelines, and priorities for CalCare.

(2) Annually assess projected revenues and expenditures and assure financial solvency of CalCare.

(3) Develop CalCare's budget pursuant to Section 100667 to ensure adequate funding to meet the health care needs of the population, and review all budgets annually to ensure they address disparities in service availability and health care outcomes and for sufficiency of rates, fees, and prices to address disparities.

(4) Establish standards and criteria for the development and submission of provider operating and capital expenditure requests pursuant to Article 2 (commencing with Section 100640) of Chapter 5.

(5) Establish standards and criteria for the allocation of funds from the CalCare Trust Fund pursuant to Section 100667.

(6) Determine when individuals may begin enrolling in CalCare. There shall be an implementation period that begins on the date that individuals may begin enrolling in CalCare and ends on a date determined by the board.

(7) Establish an enrollment system that ensures all eligible California residents, including those who travel out of state, those who have disabilities that limit their mobility, hearing, vision or

mental or cognitive capacity, those who cannot read, and those who do not speak or write English, are aware of their right to health care and are formally enrolled in CalCare.

(8) Negotiate payment rates, set payment methodologies, and set prices involving aspects of CalCare and establish procedures thereto, including procedures for negotiating fee-for-service payment to certain participating providers pursuant to Chapter 8 (commencing with Section 100675).

(9) Oversee the establishment, as part of the administration of CalCare, of the committee pursuant to Section 100611.

(10) Implement policies to ensure that all Californians receive culturally, linguistically, and structurally competent care, pursuant to Chapter 6 (commencing with Section 100650), ensure that all disabled Californians receive care in accordance with the federal Americans with Disabilities Act (42 U.S.C. Sec. 12101 et seq.) and Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), and develop mechanisms and incentives to achieve these purposes and a means to monitor the effectiveness of efforts to achieve these purposes.

(11) Establish standards for mandatory reporting by participating providers and penalties for failure to report, including reporting of data pursuant to Section 100616 and to Section 100631.

(12) Implement policies to ensure that all residents of this state have access to medically appropriate, coordinated mental health services.

(13) Ensure the establishment of policies that support the public health.

(14) Meet regularly with the committee.

(15) Determine an appropriate level of, and provide support during the transition for, training and job placement for persons who are displaced from employment as a result of the initiation of CalCare pursuant to Section 100615.

(16) In consultation with the Department of Managed Health Care, oversee the establishment of a system for resolution of disputes pursuant to Section 100627 and a system for independent medical review pursuant to Section 100627.

(17) Establish and maintain an internet website that provides information to the public about CalCare that includes information that supports choice of providers and facilities and informs the public about meetings of the board and the committee.

(18) Establish a process that is accessible to all Californians for CalCare to receive the concerns, opinions, ideas, and recommendations of the public regarding all aspects of CalCare.

(19) (A) Annually prepare a written report on the implementation and performance of CalCare functions during the preceding fiscal year, that includes, at a minimum:

(i) The manner in which funds were expended.

(ii) The progress toward and achievement of the requirements of this title.

(iii) CalCare's fiscal condition.

(iv) Recommendations for statutory changes.

(v) Receipt of payments from the federal government and other sources.

(vi) Whether current year goals and priorities have been met.

(vii) Future goals and priorities.

(B) The report shall be transmitted to the Legislature and the Governor, on or before October 1 of each year and at other times pursuant to this division, and shall be made available to the public on the internet website of CalCare.

(C) A report made to the Legislature pursuant to this subdivision shall be submitted pursuant to Section 9795 of the Government Code.

(f) The board may do or delegate to the executive director all of the following:

(1) Negotiate and enter into any necessary contracts, including contracts with health care providers and health care professionals.

(2) Sue and be sued.

(3) Receive and accept gifts, grants, or donations of moneys from any agency of the federal government, any agency of the state, and any municipality, county, or other political subdivision of the state.

(4) Receive and accept gifts, grants, or donations from individuals, associations, private foundations, and corporations, in compliance with the conflict-of-interest provisions to be adopted by the board by regulation.

(5) Share information with relevant state departments, consistent with the confidentiality provisions in this title, necessary for the administration of CalCare.

(g) A carrier may not offer benefits or cover health care items or services for which coverage is offered to individuals under

CalCare, but may, if otherwise authorized, offer benefits to cover health care items or services that are not offered to individuals under CalCare. However, this title does not prohibit a carrier from offering either of the following:

(1) Benefits to or for individuals, including their families, who are employed or self-employed in the state, but who are not residents of the state.

(2) Benefits during the implementation period to individuals who enrolled or may enroll as members of CalCare.

(h) After the end of the implementation period, a person shall not be a board member unless the person is a member of CalCare, except the ex officio member.

(i) No later than two years after the effective date of this section, the board shall develop proposals for both of the following:

(1) Accommodating employer retiree health benefits for people who have been members of the Public Employees' Retirement System, but live as retirees out of the state.

(2) Accommodating employer retiree health benefits for people who earned or accrued those benefits while residing in the state before the implementation of CalCare and live as retirees out of the state.

(j) The board shall develop a proposal for CalCare coverage of health care items and services currently covered under the workers' compensation system, including whether and how to continue funding for those item and services under that system and how to incorporate experience rating.

100613. The board may contract with not-for-profit organizations to provide both of the following:

(a) Assistance to CalCare members with respect to selection of a participating provider, enrolling, obtaining health care items and services, disenrolling, and other matters relating to CalCare.

(b) Assistance to a health care provider providing, seeking, or considering whether to provide health care items and services under CalCare.

100614. (a) There is hereby established in state government an Advisory Commission on Long-Term Services and Supports, to advise the board on matters of policy related to long-term services and supports for CalCare.

(b) The advisory commission shall consist of eleven members who are residents of California. Of the members of the advisory

commission, five shall be appointed by the Governor, three shall be appointed by the Senate Committee on Rules, and three shall be appointed by the Speaker of the Assembly. The members of the advisory commission shall include all of the following:

(1) At least two people with disabilities who use long-term services and supports.

(2) At least two older adults who use long-term services and supports.

(3) At least two providers of long-term services and supports, including one family attendant or family caregiver.

(4) At least one representative of a disability rights organization.

(5) At least one representative or member of a labor organization representing workers who provide long-term services and supports.

(6) At least one representative of a group representing seniors.

(7) At least one researcher or academic in long-term services and supports.

(c) In making appointments pursuant to this section, the Governor, the Senate Committee on Rules, and the Speaker of the Assembly shall make good faith efforts to ensure that their appointments, as a whole, reflect, to the greatest extent feasible, the diversity of the population of people who use long-term services and supports, including their race, ethnicity, national origin, primary language use, age, disability, sex, including gender identity and sexual orientation, geographic location, and socioeconomic status.

(d) (1) A member of the board may continue to serve until the appointment and qualification of that member's successor. Vacancies shall be filled by appointment for the unexpired term.

(2) Members of the advisory commission shall be appointed for a term of four years, except that the initial appointment by the Senate Committee on Rules shall be for a term of five years, and the initial appointment by the Speaker of the Assembly shall be for a term of two years. These members may be reappointed for succeeding four-year terms.

(3) Vacancies that occur shall be filled within 30 days after the occurrence of the vacancy, and shall be filled in the same manner in which the vacating member was initially selected or appointed. The Secretary of California Health and Human Services shall notify the appropriate appointing authority of any expected vacancies on the long-term services and supports advisory commission.

(e) Members of the advisory commission shall serve without compensation, but shall be reimbursed for actual and necessary expenses incurred in the performance of their duties to the extent that reimbursement for those expenses is not otherwise provided or payable by another public agency or agencies. Members shall also receive one hundred fifty dollars ($150) for each full day of attending meetings of the advisory commission. For purposes of this section, “full day of attending a meeting” means presence at, and participation in, not less than 75 percent of the total meeting time of the advisory commission during any particular 24-hour period.

(f) The advisory commission shall meet at least six times per year in a place convenient to the public. All meetings of the advisory commission shall be open to the public, pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2).

(g) The advisory commission shall elect a chairperson who shall serve for two years and who may be reelected for an additional two years.

(h) It is unlawful for the advisory commission members or any of their assistants, clerks, or deputies to use for personal benefit any information that is filed with, or obtained by, the advisory commission and that is not generally available to the public.

100615. (a) The board shall provide funds from the CalCare Trust Fund or funds otherwise appropriated for this purpose to the Secretary of Labor and Workforce Development for program assistance to individuals employed or previously employed in the fields of health insurance, health care service plans, or other third-party payments for health care, individuals providing services to health care providers to deal with third-party payers for health care, individuals who may be affected by and who may experience economic dislocation as a result of the implementation of this title, and individuals whose jobs may be or have been ended as a result of the implementation of CalCare, consistent with otherwise applicable law.

(b) Assistance described in subdivision (a) shall include job training and retraining, job placement, preferential hiring, wage replacement, retirement benefits, and education benefits.

100616. (a) The board shall utilize the data collected pursuant to Chapter 1 (commencing with Section 128675) of Part 5 of

Division 107 of the Health and Safety Code to assess patient outcomes and to review utilization of health care items and services paid for by CalCare.

(b) As applicable to the type of provider, the board shall require and enforce the collection and availability of all of the following data to promote transparency, assess quality of care, compare patient outcomes, and review utilization of health care items and services paid for by CalCare, which shall be reported to the board and, as applicable, the Office of Statewide Health Planning and Development or the Medical Board of California:

(1) Inpatient discharge data, including severity of illness and risk of mortality, with respect to each discharge.

(2) Emergency department, ambulatory surgical center, and other outpatient department data, including cost data, charge data, length of stay, and patients' unit of observation with respect to each individual receiving health care items and services.

(3) For hospitals and other providers receiving global budgets, annual financial data, including all of the following:

(A) Community benefit activities, including charity care, to which Section 501(r) of Title 26 of the United States Code applies, provided by the provider in dollar value at cost.

(B) Number of employees by employee classification or job title and by patient care unit or department.

(C) Number of hours worked by the employees in each patient care unit or department.

(D) Employee wage information by job title and patient care unit or department.

(E) Number of registered nurses per staffed bed by patient care unit or department.

(F) A description of all information technology, including health information technology and artificial intelligence, used by the provider and the dollar value of that information technology.

(G) Annual spending on information technology, including health information technology, artificial intelligence, purchases, upgrades, and maintenance.

(4) Risk-adjusted and raw outcome data, including:

(A) Risk-adjusted outcome reports for medical, surgical, and obstetric procedures selected by the Office of Statewide Health Planning and Development pursuant to Sections 128745 to 128750, inclusive, of the Health and Safety Code.

(B) Any other risk-adjusted outcome reports that the board may require for medical, surgical, and obstetric procedures and conditions as it deems appropriate.

(5) A disclosure made by a provider as set forth in Article 6 (commencing with Section 650) of Chapter 1 of Division 2 of the Business and Professions Code.

(c) (1) The Medical Board of California shall collect data for the outpatient surgery settings that the medical board regulates that meets the Ambulatory Surgery Data Record requirements of Section 128737 of the Health and Safety Code, and shall submit that data to the CalCare board.

(2) The CalCare board shall make that data available as required pursuant to subdivision (d).

(d) The board shall make all disclosed data collected under this section publicly available and searchable through an internet website and through the Office of Statewide Health Planning and Development public data sets.

(e) Consistent with state and federal privacy laws, the board shall make available data collected through CalCare to the Office of Statewide Health Planning and Development and the California Health and Human Services Agency, consistent with this title and otherwise applicable law, to promote and protect public, environmental, and occupational health.

(f) Before full implementation of CalCare, and, for providers seeking to receive global budgets or salaried payments under Article 2 (commencing with Section 100640) of Chapter 5, as applicable, before the negotiation of initial payments, the board shall provide for the collection and availability of the following data:

(1) The number of patients served.

(2) The dollar value of the care provided, at cost, for all of the following categories of Office of Statewide Health Planning and Development data items:

(A) Patients receiving charity care.

(B) Contractual adjustments of county and indigent programs, including traditional and managed care.

(C) Bad debts or any other unpaid charges for patient care that the provider sought, but was unable to collect.

(g) The board shall regularly analyze information reported under this section and shall establish rules and regulations to allow

researchers, scholars, participating providers, and others to access and analyze data for purposes consistent with this title, without compromising patient privacy.

(h) (1) The board shall establish regulations for the collection and reporting of data to promote transparency, assess patient outcomes, and review utilization of services provided by physicians and other health care professionals, as applicable, and paid for by CalCare.

(2) In implementing this section, the board shall utilize data that is already being collected pursuant to other state or federal laws and regulations whenever possible.

(3) Data reporting required by participating providers under this section shall supplement the data collected by the Office of Statewide Health Planning and Development and shall not modify or alter other reporting requirements to governmental agencies.

(i) The board shall not utilize quality or other review measures established under this section for the purposes of establishing payment methods to providers.

(j) The board may coordinate and cooperate with the Office of Statewide Health Planning and Development or other health planning agencies of the state to implement the requirements of this section.

100617. (a) The board shall establish and use a process to enter into participation agreements with health care providers and other contracts with contractors. A contract entered into pursuant to this title shall be exempt from Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and shall be exempt from the review or approval of the Department of General Services. The board shall adopt a CalCare Contracting Manual incorporating procurement and contracting policies and procedures that shall be followed by CalCare. The policies and procedures in the manual shall be substantially similar to the provisions contained in the State Contracting Manual.

(b) The adoption, amendment, or repeal of a regulation by the board to implement this section, including the adoption of a manual pursuant to subdivision (a) and any procurement process conducted by CalCare in accordance with the manual, is exempt from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

100618. (a) Notwithstanding any other law, CalCare, a state or local agency, or a public employee acting under color of law shall not provide or disclose to anyone, including the federal government, any personally identifiable information obtained, including a person's religious beliefs, practices, or affiliation, national origin, ethnicity, or immigration status, for law enforcement or immigration purposes.

(b) Notwithstanding any other law, law enforcement agencies shall not use CalCare moneys, facilities, property, equipment, or personnel to investigate, enforce, or assist in the investigation or enforcement of a criminal, civil, or administrative violation or warrant for a violation of a requirement that individuals register with the federal government or a federal agency based on religion, national origin, ethnicity, immigration status, or other protected category as recognized in the Unruh Civil Rights Act (Section 51 of the Civil Code).

## Chapter 3. Eligibility and Enrollment

100620. (a) Every resident of the state shall be eligible and entitled to enroll as a member of CalCare.

(b) (1) A member shall not be required to pay a fee, payment, or other charge for enrolling in or being a member of CalCare.

(2) A member shall not be required to pay a premium, copayment, coinsurance, deductible, or any other form of cost sharing for all covered benefits under CalCare.

(c) A college, university, or other institution of higher education in the state may purchase coverage under CalCare for a student, or a student's dependent, who is not a resident of the state.

(d) An individual entitled to benefits through CalCare may obtain health care items and services from any institution, agency, or individual participating provider.

(e) The board shall establish a process for automatic CalCare enrollment at the time of birth in California.

100621. (a) All residents of this state, no matter what their sex, race, color, religion, ancestry, national origin, disability, age, previous or existing medical condition, genetic information, marital status, familial status, military or veteran status, sexual orientation, gender identity or expression, pregnancy, pregnancy-related medical condition, including termination of pregnancy, citizenship,

primary language, or immigration status, are entitled to full and equal accommodations, advantages, facilities, privileges, or services in all health care providers participating in CalCare.

(b) Subdivision (a) prohibits a participating provider, or an entity conducting, administering, or funding a health program or activity pursuant to this title, from discriminating based upon the categories described in subdivision (a) in the provision, administration, or implementation of health care items and services through CalCare.

(c) Discrimination prohibited under this section includes the following:

(1) Exclusion of a person from participation in or denial of the benefits of CalCare, except as expressly authorized by this title for the purposes of enforcing eligibility standards in Section 100620.

(2) Reduction of a person's benefits.

(3) Any other discrimination by any participating provider or any entity conducting, administering, or funding a health program or activity pursuant to this title.

(d) Section 52 of the Civil Code shall apply to discrimination under this section.

(e) Except as otherwise provided in this section, a participating provider or entity is in violation of subdivision (b) if the complaining party demonstrates that any of the categories listed in subdivision (a) was a motivating factor for any health care practice, even if other factors also motivated the practice.

## Chapter 4. Benefits

100625. (a) Individuals enrolled for benefits under CalCare are entitled to have payment made by CalCare to a participating provider for the health care items and services in subdivision (c), if medically necessary or appropriate for the maintenance of health or for the prevention, diagnosis, treatment, or rehabilitation of a health condition.

(b) The determination of medical necessity or appropriateness shall be made by the member's treating physician or by a health care professional who is treating that individual and is authorized to make that determination in accordance with the scope of practice, licensing, the program standards established in Chapter 6

(commencing with Section 100650) and by the board, and other laws of the state.

(c) Covered health care benefits for members include all of the following categories of health care items and services:

(1) Inpatient and outpatient medical and health facility services, including hospital services and 24-hour-a-day emergency services.

(2) Inpatient and outpatient health care professional services and other ambulatory patient services.

(3) Primary and preventive services, including chronic disease management.

(4) Prescription drugs and biological products.

(5) Medical devices, equipment, appliances, and assistive technology.

(6) Mental health and substance abuse treatment services, including inpatient and outpatient care.

(7) Diagnostic imaging, laboratory services, and other diagnostic and evaluative services.

(8) Comprehensive reproductive, maternity, and newborn care.

(9) Pediatrics.

(10) Oral health, audiology, and vision services.

(11) Rehabilitative and habilitative services and devices, including inpatient and outpatient care.

(12) Emergency services and transportation.

(13) Early and periodic screening, diagnostic, and treatment services as defined in Section 1396d(r) of Title 42 of the United States Code.

(14) Necessary transportation for health care items and services for persons with disabilities or who may qualify as low income.

(15) Long-term services and supports described in Section 100626, including long-term services and supports covered under Medi-Cal (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code) or the federal Children’s Health Insurance Program (Title XXI of the federal Social Security Act (42 U.S.C. Sec. 1397aa et seq.))

(16) Any additional health care items and services the board authorizes to be added to CalCare benefits.

(d) The categories of covered health care items and services under subdivision (c) include all the following:

(1) Prosthetics, eyeglasses, and hearing aids and the repair, technical support, and customization needed for their use by an individual.

(2) Child and adult immunizations.

(3) Hospice care.

(4) Care in a skilled nursing facility.

(5) Home health care, including health care provided in an assisted living facility.

(6) Prenatal and postnatal care.

(7) Podiatric care.

(8) Blood and blood products.

(9) Dialysis.

(10) Community-based adult services as defined under Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code as of January 1, 2021.

(11) Dietary and nutritional therapies determined appropriate by the board.

(12) Therapies that are shown by the National Center for Complementary and Integrative Health in the National Institutes of Health to be safe and effective, including chiropractic care and acupuncture.

(13) Health care items and services previously covered by county integrated health and human services programs pursuant to Chapter 12.96 (commencing with Section 18990) and Chapter 12.991 (commencing with Section 18991) of Part 6 of Division 9 of the Welfare and Institutions Code.

(14) Health care items and services previously covered by a regional center for persons with developmental disabilities pursuant to Chapter 5 (commencing with Section 4620) of Division 4.5 of the Welfare and Institutions Code.

(15) Language interpretation and translation for health care items and services, including sign language and braille or other services needed for individuals with communication barriers.

(e) Covered health care items and services under CalCare include all health care items and services required to be covered under the following provisions, without regard to whether the member would be eligible for or covered by the source referred to:

(1) The federal Children’s Health Insurance Program (Title XXI of the federal Social Security Act (42 U.S.C. Sec. 1397aa et seq.)).

(2) Medi-Cal (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code).

(3) The federal Medicare program pursuant to Title XVIII of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.).

(4) Health care service plans pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).

(5) Health insurers, as defined in Section 106 of the Insurance Code, pursuant to Part 2 (commencing with Section 10110) of Division 2 of the Insurance Code.

(6) All essential health benefits mandated by the federal Patient Protection and Affordable Care Act as of January 1, 2017.

(f) Health care items and services covered under CalCare shall not be subject to prior authorization or a limitation applied through the use of step therapy protocols.

100626. (a) Subject to the other provisions of this title, individuals enrolled for benefits under CalCare are entitled to have payment made by CalCare to an eligible provider for long-term services and supports, in accordance with the standards established in this title, for care, services, diagnosis, treatment, rehabilitation, or maintenance of health related to a medically determinable condition, whether physical or mental, of health, injury, or age, that either:

(1) Causes a functional limitation in performing one or more activities of daily living or in instrumental activities of daily living.

(2) Is a disability, as defined in Section 12102(1)(A) of Title 42 of the United States Code, that substantially limits one or more of the member's major life activities.

(b) The board shall adopt regulations that provide for the following:

(1) The determination of individual eligibility for long-term services and supports under this section.

(2) The assessment of the long-term services and supports needed for an eligible individual.

(3) The automatic entitlement of an individual who receives or is approved to receive disability benefits from the federal Social Security Administration under the federal Social Security Disability Insurance program established in Title II or Title XVI of the federal Social Security Act to the long-term services and supports under this section.

(c) Long-term services and supports provided pursuant to this section shall do all of the following:

(1) Include long-term nursing services for a member, whether provided in an institution or in a home- and community-based setting.

(2) Provide coverage for a broad spectrum of long-term services and supports, including home- and community-based services, other care provided through noninstitutional settings, and respite care.

(3) Provide coverage that meets the physical, mental, and social needs of a member while allowing the member the member's maximum possible autonomy and the member's maximum possible civic, social, and economic participation.

(4) Prioritize delivery of long-term services and supports through home- and community-based services over institutionalization.

(5) Unless a member chooses otherwise, ensure that the member receives home- and community-based long-term services and supports regardless of the recipient's type or level of disability, service need, or age.

(6) Have the goal of enabling persons with disabilities to receive services in the least restrictive and most integrated setting appropriate to the member's needs.

(7) Be provided in a manner that allows persons with disabilities to maintain their independence, self-determination, and dignity.

(8) Provide long-term services and supports that are of equal quality and equitably accessible across geographic regions.

(9) Ensure that long-term services and supports provide recipients the option of self-direction of service, including under the Self-Directed Services Program described in Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code, from either the recipient or care coordinators of the recipient's choosing.

(d) In developing regulations to implement this section, the board shall consult the advisory commission established pursuant to Section 100614.

100627. (a) (1) The board shall, on a regular basis and at least annually, evaluate whether the benefits under CalCare should be expanded or adjusted to promote the health of members and California residents, account for changes in medical practice or

new information from medical research, or respond to other relevant developments in health science.

(2) In implementing this section, the board shall not remove or eliminate covered health care items and services under CalCare that are listed in this chapter.

(b) The board shall establish a process by which health care professionals, other clinicians, and members may petition the board to add or expand benefits to CalCare.

(c) The board shall establish a process by which individuals may bring a disputed health care item or service or a coverage decision for review to the Independent Medical Review System established in the Department of Managed Health Care pursuant to Article 5.55 (commencing with Section 1374.30) of Chapter 2.2 of Division 2 of the Health and Safety Code.

(d) For the purposes of this chapter:

(1) "Coverage decision" means the approval or denial of health care items or services by a participating provider or a health care professional who is employed by or otherwise receives compensation or payment for items and services furnished under CalCare from a participating provider, substantially based on a finding that the provision of a particular service is included or excluded as a covered item or service under CalCare. A "coverage decision" does not encompass a decision regarding a disputed health care item or service.

(2) "Disputed health care item or service" means a health care item or service eligible for coverage and payment under CalCare that has been denied, modified, or delayed by a decision of a participating provider or a health care professional who is employed by or otherwise receives compensation or payment for health care items and services furnished under CalCare from a participating provider, in whole or in part, due to a finding that the service is not medically necessary or appropriate. A decision regarding a disputed health care item or service relates to the practice of medicine, including early discharge from an institutional provider, and is not a coverage decision.

CHAPTER 5. DELIVERY OF CARE

Article 1. Health Care Providers

100630. (a) (1) A health care provider or entity is qualified to participate as a provider in CalCare if the health care provider furnishes health care items and services while the provider, or, if the provider is an entity, the individual health care professional of the entity furnishing the health care items and services, is physically present within the State of California, and if the provider meets all of the following:

(A) The provider or entity is a health care professional, group practice, or institutional health care provider licensed to practice in California.

(B) The provider or entity agrees to accept CalCare rates as payment in full for all covered health care items and services.

(C) The provider or entity has filed with the board a participation agreement described in Section 100631.

(D) The provider or entity is otherwise in good standing.

(2) The board shall establish and maintain procedures and standards for recognizing health care providers located out of the state for purposes of providing coverage under CalCare for members who require out-of-state health care services while the member is temporarily located out of the state.

(b) A provider or entity shall not be qualified to furnish health care items and services under CalCare if the provider or entity does not provide health care items or services directly to individuals, including the following:

(1) Entities or providers that contract with other entities or providers to provide health care items and services shall not be considered a qualified provider for those contracted items and services.

(2) Entities that are approved to coordinate care plans under the Medicare Advantage program established in Part C of Title XVIII of the federal Social Security Act (42 U.S.C. Sec. 1851 et seq.) as of January 1, 2020, but do not directly provide health care items and services.

(c) A health care provider qualified to participate under this section may provide covered health care items or services under CalCare, as long as the health care provider is legally authorized

to provide the health care item or service for the individual and under the circumstances involved.

(d) The board shall establish and maintain procedures for members and individuals eligible to enroll in CalCare to enroll onsite at a participating provider.

(e) The board shall establish and maintain procedures and standards for members to select a primary care physician, which may be an internist, a pediatrician, a physician who practices family medicine, a gynecologist, a physician who practices geriatric medicine, or, at the option of a member who has a chronic condition that requires specialty care, a specialist health care professional who regularly and continually provides treatment to the member for that condition.

(f) A referral from a primary care provider is not required for a member to see a participating provider.

(g) A member may choose to receive health care items and services under CalCare from a participating provider, subject to the willingness or availability of the provider, and consistent with the provisions of this title relating to discrimination, and the appropriate clinically relevant circumstances and standards.

100631. (a) A health care provider shall enter into a participation agreement with the board to qualify as a participating provider under CalCare.

(b) A participation agreement between the board and a health care provider shall include provisions for at least the following, as applicable to each provider:

(1) Health care items and services to members shall be furnished by the provider without discrimination, as required by Section 100621. This paragraph does not require the provision of a type or class of health care items or services that are outside the scope of the provider's normal practice.

(2) A charge shall not be made to a member for a covered health care item or service, other than for payment authorized by this title. Except as described in Section 100634, a contract shall not be entered into with a patient for a covered health care item or service.

(3) The provider shall follow the policies and procedures in the CalCare Contracting Manual established pursuant to Section 100617.

(4) The provider shall furnish information reasonably required by the board and shall meet the reporting requirements of Sections 100616 and 100651 for at least the following:

(A) Quality review by designated entities.

(B) Making payments, including the examination of records as necessary for the verification of information on which those payments are based.

(C) Statistical or other studies required for the implementation of this title.

(D) Other purposes specified by the board.

(5) If the provider is not an individual, the provider shall not employ or use an individual or other provider that has had a participation agreement terminated for cause to provide covered health care items and services.

(6) If the provider is paid on a fee-for-service basis for covered health care items and services, the provider shall submit bills and required supporting documentation relating to the provision of covered health care items or services within 30 days after the date of providing those items or services.

(7) The provider shall submit information and any other required supporting documentation reasonably required by the board on a quarterly basis that relates to the provision of covered health care items and services and describes health care items and services furnished with respect to specific individuals.

(8) (A) If the provider receives payment based on provider data on diagnosis-related coding, procedure coding, or other coding system or data, the provider shall disclose the following to the board:

(i) Any case mix indexes, diagnosis coding software, procedure coding software, or other coding system utilized by the provider for the purposes of meeting payment, global budget, or other disclosure requirements under this title.

(ii) Any case mix indexes, diagnosis coding guidelines, procedure coding guidelines, or coding tip sheets used by the provider for the purposes of meeting payment or disclosure requirements under this title.

(B) If the provider receives payment based on provider data on diagnosis-related coding, procedure coding, or other coding system or data, the provider shall not do the following:

(i) Use proprietary case mix indexes, diagnosis coding software, procedure coding software, or other coding system for the purposes of meeting payment, global budget, or other disclosure requirements under this title.

(ii) Require another health care professional to apply case mix indexes, diagnosis coding software, procedure coding software, or other coding system in a manner that limits the clinical diagnosis, treatment process, or a treating health care professional's judgment in determining a diagnosis or treatment process, including the use of leading queries or prohibitions on using certain codes.

(iii) Provide financial incentives or disincentives to physicians, registered nurses, or other health care professionals for particular coding query results or code selections.

(iv) Use case mix indexes, diagnosis coding software, procedure coding software, or other coding system that make suggestions for higher severity diagnoses or higher cost procedure coding.

(9) The provider shall comply with the duty of patient advocacy and reporting requirements described in Section 100651.

(10) If the provider is not an individual, the provider shall ensure that a board member, executive, or administrator of the provider shall not receive compensation from, own stock or have other financial investments in, or receive services as a board member of an entity that contracts with or provides health care items or services, including pharmaceutical products and medical devices or equipment, to the provider.

(11) If the provider is a not-for-profit hospital subject to Article 2 (commencing with Section 127340) of Chapter 2 of Part 2 of Division 107 of the Health and Safety Code, the hospital shall submit to the board the community benefits plan developed pursuant to Article 2 (commencing with Section 127340) of the Health and Safety Code.

(12) Health care items and services to members shall be furnished by a health care professional while the professional is physically present within the State of California.

(13) The provider shall not enter into risk-bearing, risk-sharing, or risk-shifting agreements with other health care providers or entities other than CalCare.

(c) This section does not limit the formation of group practices.

100632. (a) A participation agreement may be terminated with appropriate notice by the board for failure to meet the requirements of this title or may be terminated by a provider.

(b) A participating provider shall be provided notice and a reasonable opportunity to correct deficiencies before the board terminates an agreement, unless a more immediate termination is required for public safety or similar reasons.

(c) The procedures and penalties under the Medi-Cal program for fraud or abuse pursuant to Sections 14107, 14107.11, 14107.12, 14107.13, 14107.2, 14107.3, 14107.4, 14107.5, and 14108 of the Welfare and Institutions Code shall apply to an applicant or provider under CalCare.

(d) For purposes of this section:

(1) "Applicant" means an individual, including an ordering, referring, or prescribing individual, partnership, group, association, corporation, institution, or entity, and the officers, directors, owners, managing employees, or agents thereof, that apply to the board to participate as a provider in CalCare.

(2) "Provider" means an individual, partnership, group, association, corporation, institution, or entity, and the officers, directors, owners, managing employees, or agents of a partnership, group association, corporation, institution, or entity, that provides services, goods, supplies, or merchandise, directly or indirectly, including all ordering, referring, and prescribing, to CalCare program members.

100633. (a) A person shall not discharge or otherwise discriminate against an employee on account of the employee or a person acting pursuant to a request of the employee for any of the following:

(1) Notifying the board, executive director, or employee's employer of an alleged violation of this title, including communications related to carrying out the employee's job duties.

(2) Refusing to engage in a practice made unlawful by this title, if the employee has identified the alleged illegality to the employer.

(3) Providing, causing to be provided, or being about to provide or cause to be provided to the provider, the federal government, or the Attorney General information relating to a violation of, or an act or omission the provider or representative reasonably believes to be a violation of, this title.

(4) Testifying before or otherwise providing information relevant for a state or federal proceeding regarding this title or a proposed amendment to this title.

(5) Commencing, causing to be commenced, or being about to commence or cause to be commenced a proceeding under this title.

(6) Testifying or being about to testify in a proceeding.

(7) Assisting or participating, or being about to assist or participate, in a proceeding or other action to carry out the purposes of this title.

(8) Objecting to, or refusing to participate in, an activity, policy, practice, or assigned task that the employee or representative reasonably believes to be in violation of this title or any order, rule, regulation, standard, or ban under this title.

(b) An employee covered by this section who alleges discrimination by an employer in violation of subdivision (a) may bring an action governed by the rules and procedures, legal burdens of proof, and remedies applicable under the False Claims Act (Article 9 (commencing with Section 12650) of Chapter 6 of Part 2 of Division 3 of Title 2) or Section 12990, or an action against unfair competition pursuant to Chapter 5 (commencing with Section 17200) of Part 2 of Division 7 of the Business and Professions Code.

(c) (1) This section does not diminish the rights, privileges, or remedies of an employee under any other law, regulation, or collective bargaining agreement. The rights and remedies in this section shall not be waived by an agreement, policy, form, or condition of employment.

(2) This section does not preempt or diminish any other law or regulation against discrimination, demotion, discharge, suspension, threats, harassment, reprimand, retaliation, or any other manner of discrimination.

(d) For purposes of this section:

(1) “Employer” means a person engaged in profit or not-for-profit business or industry, including one or more individuals, partnerships, associations, corporations, trusts, professional membership organization including a certification, disciplinary, or other professional body, unincorporated organizations, nongovernmental organizations, or trustees, and who is subject to liability for violating this title.

(2) "Employee" means an individual performing activities under this title on behalf of an employer.

100634. (a) This section shall be effective on the date the implementation period ends pursuant to paragraph (6) of subdivision (e) of Section 100612.

(b) (1) An institutional or individual provider with a participation agreement in effect shall not bill or enter into a private contract with an individual eligible for benefits through CalCare for a health care item or service that is a covered benefit through CalCare.

(2) An institutional or individual provider with a participation agreement in effect may bill or enter into a private contract with an individual eligible for benefits through CalCare for a health care item or service that is not a covered benefit through CalCare if the following requirements are met:

(A) The contract and provider meet the requirements specified in paragraphs (3) and (4).

(B) The health care item or service is not payable or available through CalCare.

(C) The provider does not receive reimbursement, directly or indirectly, from CalCare for the health care item or service, and does not receive an amount for the health care item or service from an organization that receives reimbursement, directly or indirectly, for the health care item or service from CalCare.

(3) (A) A contract described in paragraph (2) shall be in writing and signed by the individual, or authorized representative of the individual, receiving the health care item or service before the health care item or service is furnished pursuant to the contract, and shall not be entered into at a time when the individual is facing an emergency health care situation.

(B) A contract described in paragraph (2) shall clearly indicate to the individual receiving the health care item or service that by signing the contract, the individual agrees to all of the following:

(i) The individual shall not submit a claim or request that the provider submit a claim to CalCare for the health care item or service.

(ii) The individual is responsible for payment of the health care item or service and understands that reimbursement shall not be provided under CalCare for the health care item or service.

(iii) The individual understands that the limits under CalCare do not apply to amounts that may be charged for the health care item or service.

(iv) The individual understands that the provider is providing services outside the scope of CalCare.

(4) A participating provider that enters into a contract described in paragraph (2) shall have in effect, during the period a health care item or service is to be provided pursuant to the contract, an affidavit, which shall be filed with the board no later than 10 days after the first contract to which the affidavit applies is entered into. The affidavit shall identify the provider who is to furnish the noncovered health care item or service, state that the provider will not submit a claim to CalCare for a noncovered health care item or service provided to a member, and be signed by the provider.

(5) If a provider signing an affidavit described in paragraph (4) knowingly and willfully submits a claim to CalCare for a noncovered health care item or service or receives reimbursement or an amount for a health care item or service provided pursuant to a private contract, all of the following apply:

(A) A contract described in paragraph (2) shall be void.

(B) A payment shall not be made under CalCare for a health care item or service furnished by the provider during the two-year period beginning on the date the affidavit was signed or the date the claim was submitted, whichever is later. A payment made by CalCare to the provider during that two-year period shall be remitted to CalCare, plus interest.

(C) A payment received by the provider from the member, CalCare, or other payer for a health care item or service furnished during the period described in subparagraph (B) shall be remitted to the payer, and damages shall be available to the payer pursuant to Section 3294 of the Civil Code.

(6) An institutional or individual provider with a participation agreement in effect may bill or enter into a private contract with an individual ineligible for benefits under CalCare for a health care item or service. Consistent with Section 100618, the institutional or individual provider shall report to the board, on an annual basis, aggregate information regarding services furnished to ineligible individuals.

(c) (1) An institutional or individual provider without a participation agreement in effect may bill or enter into a private

contract with an individual eligible for benefits under CalCare for a health care item or service that is a covered benefit through CalCare only if the contract and provider meet the requirements specified in paragraphs (2) and (3).

(2) (A) A contract described in paragraph (1) shall be in writing and signed by the individual, or authorized representative of the individual, receiving the health care item or service before the item or service is furnished pursuant to the contract, and shall not be entered into at a time when the individual is facing an emergency health care situation.

(B) A contract described in paragraph (1) shall clearly indicate to the individual receiving the health care item or service that by signing the contract, the individual agrees to all of the following:

(i) The individual understands that the individual has the right to have the health care item or service provided by another provider for which payment would be made under CalCare.

(ii) The individual shall not submit a claim or request that the provider submit a claim to CalCare for the health care item or service, even if the health care item or service is otherwise covered under CalCare.

(iii) The individual is responsible for payment of the health care item or service and understands that reimbursement shall not be provided under CalCare for the health care item or service.

(iv) The individual understands that the limits under CalCare do not apply to amounts that may be charged for the health care item or service.

(v) The individual understands that the provider is providing services outside the scope of CalCare.

(3) A provider that enters into a contract described in paragraph (1) shall have in effect, during the period a health care item or service is to be provided pursuant to the contract, an affidavit, which shall be filed with the board no later than 10 days after the first contract to which the affidavit applies is entered into. The affidavit shall identify the provider who is to furnish the health care item or service, state that the provider will not submit a claim to CalCare for a health care item or service provided to a member during a two-year period beginning on the date the affidavit was signed, and be signed by the provider.

(4) If a provider who signed an affidavit described in paragraph (3) knowingly and willfully submits a claim to CalCare for a health

care item or service or receives reimbursement or an amount for a health care item or service provided pursuant to a private contract described in an affidavit signed pursuant to paragraph (3), all of the following apply:

(A) A contract described in paragraph (1) shall be void.

(B) A payment shall not be made under CalCare for a health care item or service furnished by the provider during the two-year period beginning on the date the affidavit was signed or the date the claim was submitted, whichever is later. A payment made by CalCare to the provider during that two-year period shall be remitted to CalCare, plus interest.

(C) A payment received by the provider from the member, CalCare program, or other payer for a health care item or service furnished during the period described in subparagraph (B) shall be remitted to the payer, and damages shall be available to the payer pursuant to Section 3294 of the Civil Code.

(5) An institutional or individual provider without a participation agreement in effect may bill or enter into a private contract with an individual for a health care item or service that is not a benefit under CalCare.

Article 2. Payment for Health Care Items and Services

100640. (a) The board shall adopt regulations regarding contracting for, and establishing payment methodologies for, covered health care items and services provided to members under CalCare by participating providers. All payment rates under CalCare shall be reasonable and reasonably related to all of the following:

(1) The cost of efficiently providing the health care items and services.

(2) Ensuring availability and accessibility of CalCare health care services, including compliance with state requirements regarding network adequacy, timely access, and language access.

(3) Maintaining an optimal workforce and the health care facilities necessary to deliver quality, equitable health care.

(b) (1) Payment for health care items and services shall be considered payment in full.

(2) A participating provider shall not charge a rate in excess of the payment established through CalCare for a health care item or

service furnished under CalCare and shall not solicit or accept payment from any member or third party for a health care item or service furnished under CalCare, except as provided under a federal program.

(3) This section does not preclude CalCare from acting as a primary or secondary payer in conjunction with another third-party payer when permitted by a federal program.

(c) Not later than the beginning of each fiscal quarter during which an institutional provider of care, including a hospital, skilled nursing facility, and chronic dialysis clinic, is to furnish health care items and services under CalCare, the board shall pay to each institutional provider a lump sum to cover all operating expenses under a global budget as set forth in Section 100641. An institutional provider receiving a global budget payment shall accept that payment as payment in full for all operating expenses for health care items and services furnished under CalCare, whether inpatient or outpatient, by the institutional provider.

(d) (1) A group practice, county organized health system, or local initiative may elect to be paid for health care items and services furnished under CalCare either on a fee-for-service basis under Section 100644 or on a salaried basis.

(2) A group practice, county organized health system, or local initiative that elects to be paid on a salaried basis shall negotiate salaried payment rates with the board annually, and the board shall pay the group practice, county organized health system, or local initiative at the beginning of each month.

(e) Health care items and services provided to members under CalCare by individual providers or any other providers not paid under subdivision (c) or (d) shall be paid for on a fee-for-service basis under Section 100644.

(f) Capital-related expenses for specifically identified capital expenditures incurred by participating providers shall meet the requirements under Section 100645.

(g) Payment methodologies and payment rates shall include a distinct component of reimbursement for direct and indirect costs incurred by the institutional provider for graduate medical education, as applicable.

(h) The board shall adopt, by regulation, payment methodologies and procedures for paying for out-of-state health care services.

(i) (1) This article does not regulate, interfere with, diminish, or abrogate a collective bargaining agreement, established employee rights, or the right, obligation, or authority of a collective bargaining representative under state or local law.

(2) This article does not compel, regulate, interfere with, or duplicate the provisions of an established training program that is operated under the terms of a collective bargaining agreement or unilaterally by an employer or bona fide labor union.

(j) The board shall determine the appropriate use and allocation of the special projects budget for the construction, renovation, or staffing of health care facilities in rural, underserved, or health professional or medical shortage areas, and to address health disparities, including those based on race, ethnicity, national origin, primary language use, age, disability, sex, including gender identity and sexual orientation, geography, and socioeconomic status.

100641. (a) An institutional provider's global budget shall be determined before the start of a fiscal year through negotiations between the provider and the board. The global budget shall be negotiated annually based on the payment factors described in subdivision (d).

(b) An institutional provider's global budget shall be used only to cover operating expenses associated with direct care for patients for health care items and services covered under CalCare. An institutional provider's global budget shall not be used for capital expenditures, and capital expenditures shall not be included in the global budget.

(c) The board, on a quarterly basis, shall review whether requirements of the institutional provider's participation agreement and negotiated global budget have been performed and shall determine whether adjustment to the institutional provider's payment is warranted.

(d) A payment negotiated pursuant to subdivision (a) shall take into account, with respect to each provider, all of the following:

(1) The historical volume of services provided for each health care item and service in the previous three-year period.

(2) The actual expenditures of a provider in the provider's most recent Medicare cost report for each health care item and service, or other cost report that may otherwise be adopted by the board, compared to the following:

(A) The expenditures of other comparable institutional providers in the state.

(B) The normative payment rates established under the comparative payment rate systems pursuant to Section 100643, including permissible adjustments to the rates for the health care items and services.

(C) Projected changes in the volume and type of health care items and services to be furnished.

(D) Employee wages.

(E) The provider's maximum capacity to provide the health care items and services.

(F) Education and prevention programs.

(G) Permissible adjustments to the provider's operating budget from the previous fiscal year due to factors including an increase in primary or specialty care access, efforts to decrease health care disparities in rural or medically underserved areas, a response to emergent conditions, and proposed changes to patient care programs at the institutional level.

(H) Any other factor determined appropriate by the board.

(3) In a rural or medically underserved area, the need to mitigate the impact of the availability and accessibility of health care services through increased global budget payment.

(e) A payment negotiated pursuant to subdivision (a) or payment methodology shall not do any of the following:

(1) Take into account capital expenditures of the provider or any other expenditure not directly associated with furnishing health care items and services under CalCare.

(2) Be used by a provider for capital expenditures or other expenditures associated with capital projects.

(3) Exceed the provider's capacity to furnish health care items and services covered under CalCare.

(4) Be used to pay or otherwise compensate a board member, executive, or administrator of the institutional provider who has an interest or relationship prohibited under paragraph (10) of subdivision (b) of Section 100631 or paragraph (3) of subdivision (c) of Section 100651.

(f) The board may negotiate changes to an institutional provider's global budget based on factors not prohibited under subdivision (e) or any other provision of this title.

(g) Subject to subdivision (i) of Section 100640, compensation costs for an employee, contractor employee, or subcontractor employee of an institutional provider receiving a global budget shall meet the compensation cap established in Section 4304(a)(16) of Title 41 of the United States Code and its implementing regulations, except that the board may establish one or more narrowly targeted exceptions for scientists, engineers, or other specialists upon a determination that those exceptions are needed to ensure CalCare continued access to needed skills and capabilities.

(h) A payment to an institutional provider pursuant to this section shall not allow a participating provider to retain revenue generated from outsourcing health care items and services covered under CalCare, unless that revenue was considered part of the global budget negotiation process. This subdivision shall apply to revenue from outsourcing health care items and services that were previously furnished by employees of the participating provider who were subject to a collective bargaining agreement.

(i) For the purposes of this section, "operating expenses" of a provider include the following:

(1) The costs associated with covered health care items and services under CalCare, including the following:

(A) Compensation for health care professionals, ancillary staff, and services employed or otherwise paid by an institutional provider.

(B) Pharmaceutical products administered by health care professionals at the institutional provider's facility or facilities.

(C) Purchasing supplies.

(D) Maintenance of medical devices and health care technologies, including diagnostic testing equipment, except that health information technology and artificial intelligence shall be considered capital expenditures, unless otherwise determined by the board.

(E) Incidental services necessary for safe patient care.

(F) Patient care, education, and preventive health programs, and necessary staff to implement those programs.

(G) Occupational health and safety programs and public health programs, and necessary staff to implement those programs for the continued education and health and safety of clinicians and other individuals employed by the institutional provider.

(H) Infectious disease response preparedness, including the maintenance of a one-year or 365-day stockpile of personal protective equipment, occupational testing and surveillance, and contact tracing.

(2) Administrative costs of the institutional provider.

100642. (a) The board shall consider an appeal of payments and the global budget, filed by an institutional provider that is subject to the payments or global budget, based on the following:

(1) The overall financial condition of the institutional provider, including bankruptcy or financial solvency.

(2) Excessive risks to the ongoing operation of the institutional provider.

(3) Justifiable differences in costs among providers, including providing a service not available from other providers in the region, or the need for health care services in rural areas with a shortage of health professionals or medically underserved areas and populations.

(4) Factors that led to increased costs for the institutional provider that can reasonably be considered to be unanticipated and out of the control of the provider. Those factors may include:

(A) Natural disasters.

(B) Outbreaks of epidemics or infectious diseases.

(C) Unanticipated facility or equipment repairs or purchases.

(D) Significant and unanticipated increases in pharmaceutical or medical device prices.

(5) Changes in state or federal laws that result in a change in costs.

(6) Reasonable increases in labor costs, including salaries and benefits, and changes in collective bargaining agreements, prevailing wage, or local law.

(b) (1) The payments set and global budget negotiated by the board to be paid to the institutional provider shall stay in effect during the appeal process, subject to interim relief provisions.

(2) The board shall have the power to grant interim relief based on fairness. The board shall develop regulations governing interim relief. The board shall establish uniform written procedures for the submission, processing, and consideration of an interim relief appeal by an institutional provider. A decision on interim relief shall be granted within one month of the filing of an interim relief appeal. An institutional provider shall certify in its interim relief

appeal that the request is made on the basis that the challenged amount is arbitrary and capricious, or that the institutional provider has experienced a bona fide emergency based on unanticipated costs or costs outside the control of the entity, including those described in paragraph (4) of subdivision (a).

(c) (1) In accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2), the board may delegate the conduct of a hearing to an administrative law judge, who shall issue a proposed decision with findings of fact and conclusions of law.

(2) The administrative law judge may hold evidentiary hearings and shall issue a proposed decision with findings of fact and conclusions of law, including a recommended adjusted payment or global budget, within four months of the filing of the appeal.

(3) Within 30 days of receipt of the proposed decision by the administrative law judge, the board may approve, disapprove, or modify the decision, and shall issue a final decision for the appealing institutional provider.

(d) A final determination by the commission shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

100643. (a) The board shall use existing Medicare prospective payment systems to establish and serve as the comparative payment rate system in global budget negotiations described in subparagraph (B) of paragraph (2) of subdivision (d) of Section 100641. The board shall update the comparative payment rate system annually.

(b) To develop the comparative payment rate system, the board shall use only the operating base payment rates under each Medicare prospective payment system with applicable adjustments.

(c) The comparative rate system shall not include value-based purchasing adjustments or capital expenses base payment rates that may be included in Medicare prospective payment systems.

(d) In the first year that global budget payments are available to institutional providers, and for purposes of selecting a comparative payment rate system used during initial global budget negotiations for an institutional provider, the board shall take into account the appropriate Medicare prospective payment system from the most recent year to determine what operating base payment the institutional provider would have been paid for covered health care items and services furnished the preceding

year with applicable adjustments, excluding value-based purchasing adjustments, based on the prospective payment system.

100644. (a) The board shall engage in good faith negotiations with health care providers' representatives under Chapter 8 (commencing with Section 100800) to determine rates of fee-for-service payment for health care items and services furnished under CalCare.

(b) There shall be a rebuttable presumption that the Medicare fee-for-service rates of reimbursement constitute reasonable fee-for-service payment rates. The fee schedule shall be updated annually.

(c) Payments to individual providers under this article shall not include payments to individual providers in salaried positions at institutional providers receiving global budgets under Section 100641 or individual health care professionals who are employed by or otherwise receive compensation or payment for health care items and services furnished under CalCare from group practices, county organized health systems, or local initiatives that receive payment under CalCare on a salaried basis.

(d) To establish the fee-for-service payment rates, the board shall ensure that the fee schedule compensates physicians and other health care professionals at a rate that reflects the value for health care items and services furnished.

(e) In a rural or medically underserved area, the board may mitigate the impact of the availability and accessibility of health care services through increased individual provider payment.

100645. (a) (1) The board shall adopt, by regulation, payment methodologies for the payment of capital expenditures for specifically identified capital projects incurred by not-for-profit or governmental entities that are health facilities pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the Health and Safety Code.

(2) The board shall prioritize allocation of funding under this subdivision to projects that propose to use the funds to improve service in a rural or medically underserved area, or to address health disparities, including those based on race, ethnicity, national origin, primary language use, age, disability, sex, including gender identity and sexual orientation, geography, and socioeconomic status. The board shall consider the impact of any prior reduction

in services or facility closure by a not-for-profit or governmental entity as part of the application review process.

(3) For the purposes of funding capital expenditures under this section, health care facilities and governmental entities shall apply to the board in a time and manner specified by the board. All capital-related expenses generated by a capital project shall have received prior approval from the board to be paid under CalCare.

(b) Approval of an application for capital expenditures shall be based on achievement of the program standards described in Chapter 6 (commencing with Section 100650).

(c) The board shall not grant funding for capital expenditures for capital projects that are financed directly or indirectly through the diversion of private or other non-CalCare program funding that results in reductions in care to patients, including reductions in registered nursing staffing patterns and changes in emergency room or primary care services or availability.

(d) A participating provider shall not use operating funds or payments from CalCare for the operating expenses associated with a capital asset that was not funded by CalCare without the approval of the board.

(e) A participating provider shall not do either of the following:

(1) Use funds from CalCare designated for operating expenses or payments for capital expenditures.

(2) Use funds from CalCare designated for capital expenditures or payments for operating expenses.

100646. (a) (1) A margin generated by a participating provider receiving a global budget under CalCare may be retained and used to meet the health care needs of CalCare members.

(2) A participating provider shall not retain a margin if that margin was generated through inappropriate limitations on access to health care, compromises in the quality of care, or actions that adversely affected or are likely to adversely affect the health of the persons receiving services from an institutional provider, group practice, or other participating provider under CalCare.

(3) The board shall evaluate the source of margin generation.

(b) A payment under CalCare, including provider payments for operating expenses or capital expenditures, shall not take into account, include a process for the funding of, or be used by a provider for any of the following:

(1) Marketing, which does not include education and prevention programs paid under a global budget.

(2) The profit or net revenue, or increasing the profit, net revenue, or financial result of the provider.

(3) An incentive payment, bonus, or compensation based on patient utilization of health care items or services or any financial measure applied with respect to the provider or a group practice or other entity that contracts with or provides health care items or services, including pharmaceutical products and medical devices or equipment, to the provider.

(4) A bonus, incentive payment, or incentive adjustment from CalCare to a participating provider.

(5) A bonus, incentive payment, or compensation based on the financial results of any other health care provider with which the provider has a pecuniary interest or contractual relationship, including employment or other compensation-based relationship.

(6) A bonus, incentive payment, or compensation based on the financial results of an integrated health care delivery system, group practice, or other provider.

(7) State political contributions.

(c) (1) The board shall establish and enforce penalties for violations of this section, consistent with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 1l340) of Part 1 of Division 3 of Title 2).

(2) Penalty payments collected for violations of this section shall be remitted to the CalCare Trust Fund for use in CalCare.

100647. (a) The board shall, in consultation with the Department of General Services, the Department of Health Care Services, and other relevant state agencies, negotiate prices to be paid for pharmaceuticals, medical supplies, medical technology, and medically necessary assistive equipment covered through CalCare. Negotiations by the board shall be on behalf of the entire CalCare program. A state agency shall cooperate to provide data and other information to the board.

(b) The board shall, in consultation with the Department of General Services, the Department of Health Care Services, the CalCare Public Advisory Committee, patient advocacy organizations, physicians, registered nurses, pharmacists, and other health care professionals, establish a prescription drug formulary

system. To establish the prescription drug formulary system, the board shall do all of the following:

(1) Promote the use of generic and biosimilar medications.

(2) Consider the clinical efficacy of medications.

(3) Update the formulary frequently and allow health care professionals, other clinicians, and members to petition the board to add new pharmaceuticals or to remove ineffective or dangerous medications from the formulary.

(4) Consult with patient advocacy organizations, physicians, nurses, pharmacists, and other health care professionals to determine the clinical efficacy and need for the inclusion of specific medications in the formulary.

(c) The prescription drug formulary system shall not require a prior authorization determination for coverage under CalCare and shall not apply treatment limitations through the use of step therapy protocols.

(d) The board shall promulgate regulations regarding the use of off-formulary medications that allow for patient access.

## Chapter 6. Program Standards

100650. CalCare shall establish a single standard of safe, therapeutic, and effective care for all residents of the state by the following means:

(a) The board shall establish requirements and standards, by regulation, for CalCare and health care providers, consistent with this title and consistent with the applicable professional practice and licensure standards of health care providers and health care professionals established pursuant to the Business and Professions Code, the Health and Safety Code, the Insurance Code, and the Welfare and Institutions Code, including requirements and standards for, as applicable:

(1) The scope, quality, and accessibility of health care items and services.

(2) Relations between participating providers and members.

(3) Relations between institutional providers, group practices, and individual health care organizations, including credentialing for participation in CalCare and clinical and admitting privileges, and terms, methods, and rates of payment.

(b) The board shall establish requirements and standards, by regulation, under CalCare that include provisions to promote all of the following:

(1) Simplification, transparency, uniformity, and fairness in the following:

(A) Health care provider credentialing for participation in CalCare.

(B) Health care provider clinical and admitting privileges in health care facilities.

(C) Clinical placement for educational purposes, including clinical placement for prelicensure registered nursing students without regard to degree type, that prioritizes nursing students in public education programs.

(D) Payment procedures and rates.

(E) Claims processing.

(2) In-person primary and preventive care, efficient and effective health care items and services, quality assurance, and promotion of public, environmental, and occupational health.

(3) Elimination of health care disparities.

(4) Nondiscrimination pursuant to Section 100621.

(5) Accessibility of health care items and services, including accessibility for people with disabilities and people with limited ability to speak or understand English.

(6) Providing health care items and services in a culturally, linguistically, and structurally competent manner.

(c) The board shall establish requirements and standards, to the extent authorized by federal law, by regulation, for replacing and merging with CalCare health care items and services and ancillary services currently provided by other programs, including Medicare, the Affordable Care Act, and federally matched public health programs.

(d) A participating provider shall furnish information as required by the Office of Statewide Health Planning and Development pursuant to Sections 100616 and 100631, and to Division 107 (commencing with Section 127000) of the Health and Safety Code, and permit examination of that information by the board as reasonably required for purposes of reviewing accessibility and utilization of health care items and services, quality assurance, cost containment, the making of payments, and statistical or other

studies of the operation of CalCare or for protection and promotion of public, environmental, and occupational health.

(e) The board shall use the data furnished under this title to ensure that clinical practices meet the utilization, quality, and access standards of CalCare. The board shall not use a standard developed under this chapter for the purposes of establishing a payment incentive or adjustment under CalCare.

(f) To develop requirements and standards and making other policy determinations under this chapter, the board shall consult with representatives of members, health care providers, health care organizations, labor organizations representing health care employees, and other interested parties.

100651. (a) (1) As part of a health care practitioner's duty to advocate for medically appropriate health care for their patients pursuant to Sections 510 and 2056 of the Business and Professions Code, a participating provider has a duty to act in the exclusive interest of the patient.

(2) The duty described in paragraph (1) applies to a health care professional who may be employed by a participating provider or otherwise receive compensation or payment for health care items and services furnished under CalCare.

(b) Consistent with subdivision (a) and with Sections 510 and 2056 of the Business and Professions Code:

(1) An individual's treating physician, or other health care professional who is authorized to diagnose the individual in accordance with all applicable scope of practice and other license requirements and is treating the individual, is responsible for the determination of the medically necessary or appropriate care for the individual.

(2) A participating provider or health care professional who may be employed by CalCare or otherwise receive compensation or payment for health care items and services furnished under CalCare from a participating provider or other person participating in CalCare shall use reasonable care and diligence in safeguarding an individual under the care of the provider or professional and shall not impair an individual's treating physician or other health care provider treating the individual from advocating for medically necessary or appropriate care under this section.

(c) A health care provider or health care professional described in subdivision (a) violates the duty established under this section for any of the following:

(1) Having a pecuniary interest or relationship, including an interest or relationship disclosed under subdivision (d), that impairs the provider's ability to provide medically necessary or appropriate care.

(2) Accepting a bonus, incentive payment, or compensation based on any of the following:

(A) A patient's utilization of services.

(B) The financial results of another health care provider with which the participating provider has a pecuniary interest or contractual relationship, including employment or other compensation-based relationship, or of a person that contracts with or provides health care items or services, including pharmaceutical products and medical devices or equipment, to the provider.

(C) The financial results of an institutional provider, group practice, or person that contracts with, provides health care items or services under, or otherwise receives payment from CalCare.

(3) Having a board member, executive, or administrator that receives compensation from, owns stock or has other financial investments in, or serves as a board member of an entity that contracts with or provides health care items or services, including pharmaceutical products and medical devices or equipment, to the provider.

(d) To evaluate and review compliance with this section, a participating provider shall report, at least annually, to the Office of Statewide Health Planning and Development all of the following:

(1) A beneficial interest required to be disclosed to a patient pursuant to Section 654.2 of the Business and Professions Code.

(2) A membership, proprietary interest, coownership, or profit-sharing arrangement, required to be disclosed to a patient pursuant to Section 654.1 of the Business and Professions Code.

(3) A subcontract entered into that contains incentive plans that involve general payments, including capitation payments or shared risk agreements, that are not tied to specific medical decisions involving specific members or groups of members with similar medical conditions.

(4) Bonus or other incentive arrangements used in compensation agreements with another health care provider or an entity that contracts with or provides health care items or services, including pharmaceutical products and medical devices or equipment, to the provider.

(5) An offer, delivery, receipt, or acceptance of rebates, refunds, commission, preference, patronage dividend, discount, or other consideration for a referral made in exception to Section 650 of the Business and Professions Code.

(e) The board may adopt regulations as necessary to implement and enforce this section and may adopt regulations to expand reporting requirements under this section.

(f) For purposes of this section, "person" means an individual, partnership, corporation, limited liability company, or other organization, or any combination thereof, including a medical group practice, independent practice association, preferred provider organization, foundation, hospital medical staff and governing body, or payer.

100652. (a) An individual's treating physician, nurse, or other health care professional, in implementing a patient's medical or nursing care plan and in accordance with their scope of practice and licensure, may override health information technology or clinical practice guidelines, including standards and guidelines implemented by a participating provider through the use of health information technology, including electronic health record technology, clinical decision support technology, and computerized order entry programs.

(b) An override described in subdivision (a) shall, in the independent professional judgment of the treating physician, nurse or other health care professional, meet all of the following requirements:

(1) The override is consistent with the treating physician's, nurse's or other health care professional's determination of medical necessity or appropriateness or nursing assessment.

(2) The override is in the best interest of the patient.

(3) The override is consistent with the patient's wishes.

## Chapter 7. Funding

### Article 1. Federal Health Programs and Funding

100660. (a) (1) The board is authorized to and shall seek all federal waivers and other federal approvals and arrangements and submit state plan amendments as necessary to operate CalCare consistent with this title.

(2) The board is authorized to apply for a federal waiver or federal approval as necessary to receive funds to operate CalCare pursuant to paragraph (1), including a waiver under Section 18052 of Title 42 of the United States Code.

(3) The board shall apply for federal waivers or federal approval pursuant to paragraph (1) by January 1, 2023.

(b) (1) The board shall apply to the United States Secretary of Health and Human Services or other appropriate federal official for all waivers of requirements, and make other arrangements, under Medicare, any federally matched public health program, the Affordable Care Act, and any other federal programs or laws, as appropriate, that are necessary to enable all CalCare members to receive all benefits under CalCare through CalCare, to enable the state to implement this title, and to allow the state to receive and deposit all federal payments under those programs, including funds that may be provided in lieu of premium tax credits, cost-sharing subsidies, and small business tax credits, in the State Treasury to the credit of the CalCare Trust Fund, created pursuant to Section 100665, and to use those funds for CalCare and other provisions under this title.

(2) To the fullest extent possible, the board shall negotiate arrangements with the federal government to ensure that federal payments are paid to CalCare in place of federal funding of, or tax benefits for, federally matched public health programs or federal health programs. To the extent any federal funding is not paid directly to CalCare, the state shall direct the funding and moneys to CalCare.

(3) The board may require members or applicants to provide information necessary for CalCare to comply with any waiver or arrangement under this title. Information provided by members to the board for the purposes of this subdivision shall not be used for any other purpose.

(4) The board may take any additional actions necessary to effectively implement CalCare to the maximum extent possible as an independent single-payer program consistent with this title. It is the intent of the legislature to establish CalCare, to the fullest extent possible, as an independent agency.

(c) The board may take actions consistent with this article to enable CalCare to administer Medicare in California. CalCare shall be a provider of supplemental insurance coverage and shall provide premium assistance for drug coverage under Medicare Part D for eligible members of CalCare.

(d) The board may waive or modify the applicability of any provisions of this title relating to any federally matched public health program or Medicare, as necessary, to implement any waiver or arrangement under this section or to maximize the federal benefits to CalCare under this section.

(e) The board may apply for coverage for, and enroll, any eligible member under any federally matched public health program or Medicare. Enrollment in a federally matched public health program or Medicare shall not cause a member to lose a health care item or service provided by CalCare or diminish any right the member would otherwise have.

(f) (1) Notwithstanding any other law, the board, by regulation, shall increase the income eligibility level, increase or eliminate the resource test for eligibility, simplify any procedural or documentation requirement for enrollment, and increase the benefits for any federally matched public health program and for any program in order to reduce or eliminate an individual's coinsurance, cost-sharing, or premium obligations or increase an individual's eligibility for any federal financial support related to Medicare or the Affordable Care Act.

(2) The board may act under this subdivision, upon a finding approved by the Director of Finance and the board that the action does all of the following:

(A) Will help to increase the number of members who are eligible for and enrolled in federally matched public health programs, or for any program to reduce or eliminate an individual's coinsurance, cost-sharing, or premium obligations or increase an individual's eligibility for any federal financial support related to Medicare or the Affordable Care Act.

(B) Will not diminish any individual's access to a health care item or service or right the individual would otherwise have.

(C) Is in the interest of CalCare.

(D) Does not require or has received any necessary federal waivers or approvals to ensure federal financial participation.

(g) To enable the board to apply for coverage for, and enroll, any eligible member under any federally matched public health program or Medicare, the board may require that every member or applicant provide the information necessary to enable the board to determine whether the applicant is eligible for a federally matched public health program or for Medicare, or any program or benefit under Medicare.

(h) As a condition of continued eligibility for health care items and services under CalCare, a member who is eligible for benefits under Medicare shall enroll in Medicare, including Parts A, B, and D.

(i) The board shall provide premium assistance for all members enrolling in a Medicare Part D drug coverage plan under Section 1860D of Title XVIII of the federal Social Security Act (42 U.S.C. Sec. 1395w-101 et seq.), limited to the low-income benchmark premium amount established by the federal Centers for Medicare and Medicaid Services and any other amount the federal agency establishes under its de minimis premium policy, except that those payments made on behalf of members enrolled in a Medicare Advantage plan may exceed the low-income benchmark premium amount if determined to be cost effective to CalCare.

(j) If the board has reasonable grounds to believe that a member may be eligible for an income-related subsidy under Section 1860D-14 of Title XVIII of the federal Social Security Act (42 U.S.C. Sec. 1395w-114), the member shall provide, and authorize CalCare to obtain, any information or documentation required to establish the member's eligibility for that subsidy. The board shall attempt to obtain as much of the information and documentation as possible from records that are available to it.

(k) The board shall make a reasonable effort to notify members of their obligations under this section. After a reasonable effort has been made to contact the member, the member shall be notified in writing that the member has 60 days to provide the required information. If the required information is not provided within the 60-day period, the member's coverage under CalCare may be

suspended until the issue is resolved. Information provided by a member to the board for the purposes of this section shall not be used for any other purpose.

(*l*) The board shall assume responsibility for all benefits and services paid for by the federal government with those funds.

## Article 2. CalCare Trust Fund

100665. (a) The CalCare Trust Fund is hereby created in the State Treasury for the purposes of this title to be administered by the CalCare Board. Notwithstanding Section 13340, all moneys in the fund shall be continuously appropriated without regard to fiscal year for the purposes of this title. Any moneys in the fund that are unexpended or unencumbered at the end of a fiscal year may be carried forward to the next succeeding fiscal year.

(b) Notwithstanding any other law, moneys deposited in the fund shall not be loaned to, or borrowed by, any other special fund or the General Fund, a county general fund or any other county fund, or any other fund.

(c) The board shall establish and maintain a prudent reserve in the fund to enable it to respond to costs including those of an epidemic, pandemic, natural disaster, or other health emergency, or market-shift adjustments related to patient volume.

(d) The board or staff of the board shall not utilize any funds intended for the administrative and operational expenses of the board for staff retreats, promotional giveaways, excessive executive compensation, or promotion of federal or state legislative or regulatory modifications.

(e) Notwithstanding Section 16305.7, all interest earned on the moneys that have been deposited into the fund shall be retained in the fund and used for purposes consistent with the fund.

(f) The fund shall consist of all of the following:

(1) All moneys obtained pursuant to legislation enacted as proposed under Section 100670.

(2) Federal payments received as a result of any waiver of requirements granted or other arrangements agreed to by the United States Secretary of Health and Human Services or other appropriate federal officials for health care programs established under Medicare, any federally matched public health program, or the Affordable Care Act.

(3) The amounts paid by the State Department of Health Care Services that are equivalent to those amounts that are paid on behalf of residents of this state under Medicare, any federally matched public health program, or the Affordable Care Act for health benefits that are equivalent to health benefits covered under CalCare.

(4) Federal and state funds for purposes of the provision of services authorized under Title XX of the federal Social Security Act (42 U.S.C. Sec. 1397 et seq.) that would otherwise be covered under CalCare.

(5) State moneys that would otherwise be appropriated to any governmental agency, office, program, instrumentality, or institution that provides health care items or services for services and benefits covered under CalCare. Payments to the fund pursuant to this section shall be in an amount equal to the money appropriated for those purposes in the fiscal year beginning immediately preceding the effective date of this title.

(g) All federal moneys shall be placed into the CalCare Federal Funds Account, which is hereby created within the CalCare Trust Fund.

(h) Moneys in the CalCare Trust Fund shall only be used for the purposes established in this title.

100667. (a) The board annually shall prepare a budget for CalCare that specifies a budget for all expenditures to be made for covered health care items and services and shall establish allocations for each of the budget components under subdivision (b) that shall cover a three-year period.

(b) The CalCare budget shall consist of at least the following components:

(1) An operating budget.

(2) A capital expenditures budget.

(3) A special projects budget.

(4) Program standards activities.

(5) Health professional education expenditures.

(6) Administrative costs.

(7) Prevention and public health activities.

(c) The board shall allocate the funds received among the components described in subdivision (b) to ensure the following:

(1) The operating budget allows for participating providers to meet the health care needs of the population.

(2) A fair allocation to the special projects budget to meet the purposes described in subdivision (f) in a reasonable timeframe.

(3) A fair allocation for program standards activities.

(4) The health professional education expenditures component is sufficient to meet the need for covered health care items and services.

(d) The operating budget described in paragraph (1) of subdivision (b) shall be used for payments to providers for health care items and services furnished by participating providers under CalCare.

(e) The capital expenditures budget described in paragraph (2) of subdivision (b) shall be used for the construction or renovation of health care facilities, excluding congregate or segregated facilities for individuals with disabilities who receive long-term services and supports under CalCare, and other capital expenditures.

(f) (1) The special projects budget shall be used for the payment to not-for-profit or governmental entities that are health facilities pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the Health and Safety Code for the construction or renovation of health care facilities, major equipment purchases, staffing in a rural or medically underserved area, and to address health disparities, including those based on race, ethnicity, national origin, primary language use, age, disability, sex, including gender identity and sexual orientation, geography, and socioeconomic status.

(2) To mitigate the impact of the payments on the availability and accessibility of health care services, the special projects budget may be used to increase payment to providers in a rural or medically underserved area.

(g) For up to five years following the date on which benefits first become available under CalCare, at least 1 percent of the budget shall be allocated to programs providing transition assistance pursuant to Section 100615.

## Article 3. CalCare Financing

100670. (a) It is the intent of the Legislature to enact legislation that would develop a revenue plan, taking into consideration anticipated federal revenue available for CalCare. In developing

the revenue plan, it is the intent of the Legislature to consult with appropriate officials and stakeholders.

(b) It is the intent of the Legislature to enact legislation that would require all state revenues from CalCare to be deposited in an account within the CalCare Trust Fund to be established and known as the CalCare Trust Fund Account.

## Chapter 8. Collective Negotiation by Health Care Providers with CalCare

### Article 1. Definitions

100675. For purposes of this chapter, the following definitions apply:

(a) (1) "Health care provider" means a person who is licensed, certified, registered, or authorized to practice a health care profession pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code and who is either of the following:

(A) An individual who practices that profession as a health care professional or as an independent contractor.

(B) An owner, officer, shareholder, or proprietor of a health care group practice that has elected to receive fee-for-service payments from CalCare pursuant to subdivision (d) of Section 100640.

(2) A health care provider licensed, certified, registered, or authorized to practice a health care profession pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code who practices as an employee of a health care provider is not a health care provider for purposes of this chapter.

(b) "Health care provider's representative" means a third party that is authorized by a health care provider to negotiate on their behalf with CalCare over terms and conditions affecting those health care providers.

### Article 2. Authorized Collective Negotiation

100676. (a) Health care providers may meet and communicate for the purpose of collectively negotiating with CalCare on any matter relating to CalCare fee-for-service rates of payment for

health care items and services or procedures related to fee-for-service payment under CalCare.

(b) This chapter does not allow a strike of CalCare by health care providers related to the collective negotiations.

(c) This chapter does not allow or authorize terms or conditions that would impede the ability of CalCare to comply with applicable state or federal law.

## Article 3. Collective Negotiation Requirements

100677. (a) Collective negotiation under this chapter shall meet all of the following requirements:

(1) A health care provider may communicate with other health care providers regarding the terms and conditions to be negotiated with CalCare.

(2) A health care provider may communicate with a health care provider's representative.

(3) A health care provider's representative is the only party authorized to negotiate with CalCare on behalf of the health care providers as a group.

(4) A health care provider can be bound by the terms and conditions negotiated by the health care provider's representative.

(b) This chapter does not affect or limit the right of a health care provider or group of health care providers to collectively petition a governmental entity for a change in a law, rule, or regulation.

(c) This chapter does not affect or limit collective action or collective bargaining on the part of a health care provider with the health care provider's employer or any other lawful collective action or collective bargaining.

100678. (a) Before engaging in collective negotiations with CalCare on behalf of health care providers, a health care provider's representative shall file with the board, in the manner prescribed by the board, information identifying the representative, the representative's plan of operation, and the representative's procedures to ensure compliance with this chapter.

(b) A person who acts as the representative of negotiating parties under this chapter shall pay a fee to the board to act as a representative. The board, by regulation, shall set fees in amounts deemed reasonable and necessary to cover the costs incurred by the board in administering this chapter.

Article 4. Prohibited Collective Action

100679. (a) This chapter does not authorize competing health care providers to act in concert in response to a health care provider's representative's discussions or negotiations with CalCare, except as authorized by other law.

(b) A health care provider's representative shall not negotiate an agreement that excludes, limits the participation or reimbursement of, or otherwise limits the scope of services to be provided by a health care provider or group of health care providers with respect to the performance of services that are within the health care provider's scope of practice, license, registration, or certificate.

## Chapter 9. Operative Date

100680. (a) Notwithstanding any other law, this title, except for Chapter 1 (commencing with Section 100600) and Chapter 2 (commencing with Section 100610), shall not become operative until the date the Secretary of California Health and Human Services notifies the Secretary of the Senate and the Chief Clerk of the Assembly in writing that the secretary has determined that the CalCare Trust Fund has the revenues to fund the costs of implementing this title.

(b) The California Health and Human Services Agency shall publish a copy of the notice on its internet website.

SEC. 3. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4. The Legislature finds and declares that Section 2 of this act, which adds Sections 100610, 100616, and 100618 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

In order to protect private, confidential, and proprietary information, it is necessary for that information to remain confidential.

O

**STAFF REPORT**
**9/8/2021**

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

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

**SUBJECT:** Resolution No. 2021-58, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 36872

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## STAFF RECOMMENDATION:

Approve Resolution No. 2021-58, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 36872.

## DISCUSSION/ANALYSIS:

A final Parcel Map has been prepared by an appropriately licensed professional for Parcel Map No. 36872 in accordance with the approved Tentative Parcel Map 36872. Parcel Map 36872 will subdivide an approximately 275-acre parcel into 10 (ten) numbered lots for financing purposes only. The map is consistent with the Vista Del Aqua Specific Plan. Per the approved conditions of approval (COA) with the approved Tentative Map, COA-2 reads *"This map is for financing and conveyance purposes only. No development entitlements are associated with Tentative Parcel Map No. 36872"*. Additionally, the final map includes the following statement printed on Sheet 1:

*"FOR FINANCE AND CONVEYANCE PURPOSES ONLY. THIS MAP DOES NOT CREATE ANY LEGAL BUILDING SITES. FURTHER APPLICATIONS ARE NECESSARY TO DEVELOP THIS PROPERTY."*

Final Parcel Map No. 36872 is in compliance with the conditions of approval and is in accordance with the Subdivision Map Act of the State of California.

Staff recommends that the City Council Approve the Final Parcel Map 36872.

## FISCAL IMPACT:

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

Attachments:
1. Resolution No 2021-58
2. Final Parcel Map 36872

**RESOLUTION NO. 2021-58**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 36872**

**WHEREAS,** A final Parcel Map has been prepared by an appropriately licensed professional as Parcel Map No. 36872, subdividing of those certain lands identified on the approved Tentative Parcel Map No. 36872; and

**WHEREAS,** as a requirement of the Subdivision Map Act of the State of California, as it existed at the time of the approval of Tentative Parcel Map No. 36872, that map complied with said requirements; and

**WHEREAS,** Final Parcel Map 36872 is for finance and conveyance purposes only and does not create any legal building sites and further applications are necessary to develop the properties; and

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

**NOW, THEREFORE, BE IT RESOLVED,** that this City Council does hereby approve said Final Parcel Map No. 36872, subject to posting required securities acceptable to the City within 120 days of adoption of this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 8th day of September 2021.

_____
Steven A. Hernandez
Mayor

**ATTEST**:

_____
Angela M. Zepeda
City Clerk

**APPROVED AS TO FORM:**

_____
Carlos Campos
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-58 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8th day of September 2021 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Andrea J. Carranza, MMC
Deputy City Clerk

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

SHEET 1 OF 6 SHEETS

# PARCEL MAP NO. 36872

BEING A SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

KWC ENGINEERS MARCH 2021

"FOR FINANCING PURPOSES"

FOR FINANCIAL AND CONVEYANCE PURPOSES ONLY. THIS MAP DOES NOT CREATE ANY LEGAL BUILDING SITES. FURTHER APPLICATIONS ARE NECESSARY TO DEVELOP THIS PROPERTY.

## RECORDER'S STATEMENT

FILED THIS ___ DAY OF _____, 20___

AT _____ __.M. IN BOOK _____

OF PARCEL MAPS. AT PAGES ____- _____,

AT THE REQUEST OF THE CITY CLERK OF THE CITY OF COACHELLA.

NO._____

FEE:_____

PETER ALDANA,
ASSESSOR-COUNTY CLERK-RECORDER

BY:_____, DEPUTY

SUBDIVISION GUARANTEE:
TICOR TITLE INSURANCE COMPANY

## OWNER'S STATEMENT:

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

THE REAL PROPERT DESCRIBED BELOW IS DEDICATED IN FEE TITLE TO THE CITY OF COACHELLA FOR STREET AND PUBLIC UTILITY PURPOSES:

LOTS A THROUGH E

WE HEREBY RETAIN LOTS F AND G FOR LANDSCAPING PURPOSES.

CVP PALM SPRINGS, LLC
A NEVADA LIMITED LIABILITY COMPANY

Gary Tharaldson

BY: GARY THARALDSON
ITS: Managing Member

## NOTARY ACKNOWLEDGEMENT

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

STATE OF North Dakota
COUNTY OF Cass

ON July 29, 2021, BEFORE ME, Lori Kasowski, A NOTARY PUBLIC, PERSONALLY APPEARED Gary Tharaldson WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND.

SIGNATURE: _____
PRINT NAME: Lori Kasowski

MY PRINCIPAL PLACE OF BUSINESS IS IN Cass COUNTY.
MY COMMISSION EXPIRES: 11-21-22
MY COMMISSION NUMBER: 590191

## NOTARY ACKNOWLEDGEMENT

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

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

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

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

WITNESS MY HAND.

SIGNATURE: _____
PRINT NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
MY COMMISSION EXPIRES:_____
MY COMMISSION NUMBER:_____

## TAX COLLECTOR'S CERTIFICATE:

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

DATE:_____, 20___.

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

## TAX BOND CERTIFICATE:

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

DATED_____, 20___.

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STRATEGIC LAND PARTNERS, ON OCTOBER 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP; AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATED: 7-28-21

Thomas Caseldine

THOMAS M. CASELDINE
L.S. 9029

PROFESSIONAL LAND SURVEYOR
THOMAS M. CASELDINE
No. 9029
STATE OF CALIFORNIA

## CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 36872 CONSISTING OF (6) SHEETS; THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

DATED: 8.16.2021

ANDREW R. SIMMONS, CITY ENGINEER
R.C.E. 72868, EXP. DATE: 6/30/2022

REGISTERED CIVIL ENGINEER
ANDREW R. SIMMONS
No. 72868
STATE OF CALIFORNIA

## CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 36872 CONSISTING OF (6) SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: 8.11.21

NOEL OWSLEY, ACTING CITY SURVEYOR
L.S. 6972, EXPIRES 09-30-2021

PROFESSIONAL LAND SURVEYOR
NOEL OWSLEY
No. 6972
STATE OF CALIFORNIA

## CITY CLERK'S CERTIFICATE:

I, ANDREA J. CARRANZA, CITY CLERK OF THE CITY OF COACHELLA, DO HEREBY STATE THAT THIS MAP CONSISTING OF TWO (2) SHEETS WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF SAID CITY AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20___, AND THAT THEREUPON SAID COUNCIL DID BY AN ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND ALSO APPROVE SAID MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(C)(1) OF THE SUBDIVISION MAP ACT, AND HEREBY ACCEPT ON BEHALF OF THE CITY OF COACHELLA, THE DEDICATIONS OF LOTS A, B, C, D AND E FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES AS SHOWN HEREON.

DATED: _____

ANDREA J. CARRANZA, DEPUTY CITY CLARK
CITY OF COACHELLA

## SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED. THEIR INTEREST BEING SUCH THAT IT CANNOT RIPEN INTO A FEE:

THE EFFECT OF AN EASEMENT 30 FEET ON EACH SIDE OF SECTION LINES, IN FAVOR OF THE PUBLIC FOR PUBLIC HIGHWAYS, AS EVIDENCED BY PETITION DATED JANUARY 9, 1901, AND RECORDED APRIL 17, 1959, INSTRUMENT 32692, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED JULY 28, 1911 IN BOOK 6 OF PATENTS, PAGE 69, JUNE 28, 1917 IN BOOK 5 OF PATENTS, PAGE 281, JULY 26, 1917 IN BOOK 5 OF PATENTS, PAGE 293, FEBRUARY 27, 1933 IN BOOK 115, PAGE 237 ALL OF OFFICIAL RECORDS.

RIGHTS OF WAY, RESERVATION, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE DEED FROM COACHELLA VALLEY COUNTY WATER DISTRICT TO THE HEIRS OF THE ESTATE OF MINNIE BELLE HAZEL, RECORDED OCTOBER 25, 1943 IN BOOK 603, PAGE 149 OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR PUBLIC UTILITIES PURPOSES AS RESERVED IN DOCUMENT RECORDED: APRIL 25, 1978, INSTRUMENT NO. 80028, OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR EITHER OR BOTH POLE LINES OR UNDERGROUND FACILITIES PURPOSES AS RESERVED IN DOCUMENT RECORDED: APRIL 8, 1985, INSTRUMENT NO. 72181, OF OFFICIAL RECORDS.

EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR PUBLIC UTILITIES PURPOSES AS RESERVED IN DOCUMENT RECORDED: SEPTEMBER 23, 1991, INSTRUMENT NO. 328178, OF OFFICIAL RECORDS AFFECTS: THE WEST 160 FEET OF THE EAST 330 FEET OF THE SOUTH 285 FEET OF THE NORTH 360 FEET OF PARCEL 6.

R:\20\2133\SURVEY\MAPS\PM\2133 TM_04-INDEX.dwg

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



# PARCEL MAP NO. 36872

BEING A SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

KWC ENGINEERS MARCH 2021

## MONUMENT DESCRIPTION:

(1)– FD. 1" COPPERWELD, STAMPED LS 6298, FLUSH, ACCEPTED AS COPPERWELD PER R4 & R12 AT THE INTERSECTION OF AVENUE 48 AND TYLER STREET AND ALSO ACCEPTED AS THE SW CORNER OF SECTION 28, T.5S., R8E, S.B.M.

(2)– FD 1" IP, TAG ILLEGIBLE, DOWN 0.40, ACCEPTED AS SOUTH QUARTER CORNER PER R5.

(3)– FD 1" IP, OPEN, DOWN 0.50'. ACCEPTED AS THE SE CORNER OF SECTION 28 PER R8.

(4)– FD CONCRETE NAIL, DOWN 1.0' IN AC, NO REF. NOT ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 28. C–NAIL BEARS S56°05'12"E, 2.09' FROM ESTABLISHED PT "A".

(5)– FD 2" IP W/ 60d NAIL IN CENTER, DOWN 0.20', PER R8. ACCEPTED AS CENTER QUARTER CORNER PER R1, R2, R4, R5, R7, R8, R9, & R11.

(6)– FD 3" USGLO BRASS DISK STAMPED PER SECTION PER R8, DOWN 0.60 ACCEPTED AS THE EAST QUARTER CORNER PER R8.

(7)– FD 1.5" IP, WITH CALIFORNIA DIVISION OF HIGHWAYS TAG PER R1, R2, R3, R6, R7 & R9, DOWN 0.20'. ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 28 PER R1, R2, R3, R6, R7 & R9.

(8)– FD 3" USGLO BRASS DISK STAMPED FOR SECTION CORNER PER R1, R2, R6 & R8, UP 0.10'. ACCEPTED AS NE CORNER OF SECTION 28 PER R1, R2, R6 & R8.

(9)– FD AND ACCEPTED 1" IP, DOWN 0.33' AS SOUTH 1/16TH ON SECTION LINE PER R5.

(10)– FD 1" IP WITH PLASTIC PLUG STAMPED "RCE 24176" PER R5, ACCEPTED AS POINT ON MIDSECTION LINE AND ACCEPTED AT THE NE CORNER OF LOT "D" PER R5.

(11)– FD 3/4" IP TAGGED "LS 4146" PER R5. DOWN 0.7'. DID NOT ACCEPT AS WEST 1/16TH CORNER ON MID SECTION LINE. IP BEARS N18°16'56"E, 0.40' FROM ESTABLISHED CORNER "F".

(12)– FD AND ACCEPTED 3/4" REBAR, FLUSH, NO REF., AS SE CORNER OF THE SW QUARTER OF THE SE QUARTER OF THE NW QUARTER OF SECTION 28.

(13)– FD 3/4" REBAR, DOWN 0.50', NO REF. DID NOT ACCEPT AS SE 1/16TH CORNER. REBAR BEARS N14°17'02"W, 2.53' FROM ESTABLISHED CORNER "I".

(14)– FD 1" IP, OPEN, DOWN 0.50', NO REF. DID NOT ACCEPT AS NW CORNER OF SECTION. IP BEARS S 86°51'56"W, 29.01' FROM ESTABLISHED PT "J".

(15)– FD 1" IP, OPEN, DOWN 0.70', NO REF., DID NOT ACCEPT AS THE NORTH 1/16TH CORNER ON SECTION LINE. IP BEARS S10°34'08"W, 0.41' FROM ESTABLISHED PT "L".

(16)– FD 1" IP, DOWN ON 0.50' WHICH BEARS 30.00' EAST AND 0.68' NORTH OF ESTABLISHED 1/16TH LINE. ACCEPTED AS PT ON ROW OF TYLER STREET PER R9.

(17)– FD 1" IP, DOWN 2.0' ACCEPTED POINT ON THE ESTABLISHED 1/16TH LINE AND THE SW CORNER OF PARCEL 10.

(18)– FD 1" IP, FLUSH, NO REF., DID NOT ACCEPT AS THE NW 1/16TH CORNER. IP BEARS N61°57'42"E, 0.23' FROM ESTABLISHED PT "N".

(19)– FD CONC 6"X6" POST W/ NAIL, NO REF., ACCEPTED AS POINT ON 1/16TH LINE OF THE NW QUARTER OF SECTION 28. PT BEARS 5.26' EAST OF LINE FROM MON No. 20 TO ESTABLISHED PT "S".

(20)– FD CONC 6"X6" POST W/ NAIL, UP 0.50', ACCEPTED AS SW CORNER OF 200' X 400' AREA AS SHOWN ON R1 AND SW CORNER OF THAT PROPERTY DESCRIBED IN STATE HIGHWAY DEED RECORDED MAY 3, 1934 IN BOOK 171, PAGE 431 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

(21)– FD CONC 6"X6" POST W/ NAIL, UP 0.50', ACCEPTED AS SE CORNER OF 200' X 400' AREA AS SHOWN ON R1 AND SW CORNER OF THAT PROPERTY DESCRIBED IN STATE HIGHWAY DEED RECORDED MAY 3, 1934 IN BOOK 171, PAGE 431 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

(22)– FD 1" IP, UP 0.10', NO REF. ACCEPTED & HELD AS POINT ON THE S'LY RIGHT OF WAY OF FRONTAGE ROAD.

(23)– FD 1" IP, UP 0.10', NO REF. ACCEPTED & HELD AS POINT ON THE S'LY RIGHT OF WAY OF FRONTAGE ROAD.

## EASEMENT NOTES:

(1) EASEMENT IN FAVOR OF KATHERYN F. CONLIN FOR ROAD PURPOSES AS RESERVED IN DOCUMENT RECORDED NOVEMBER 12, 1954, BOOK 1654, PAGE 83, OF OFFICIAL RECORDS. PLOTTED HEREON.

(2) EASEMENT IN FAVOR OF KATHERYN F. CONLIN FOR ROAD PURPOSES AS RESERVED IN DOCUMENT RECORDED: DECEMBER 6, 1954, INSTRUMENT NO. 1663, BOOK 33, OF OFFICIAL RECORDS. PLOTTED HEREON.

(3) EASEMENT IN FAVOR OF HENRY C. GERKE FOR ROAD PURPOSES AS RESERVED IN DOCUMENT RECORDED: DECEMBER 30, 1958, BOOK 2388, PAGE 380, OF OFFICIAL RECORDS. PLOTTED HEREON.

(4) THE EFFECT OF AN EASEMENT 30 FEET ON EACH SIDE OF SECTION LINES, IN FAVOR OF THE PUBLIC FOR PUBLIC HIGHWAYS, AS EVIDENCED BY PETITION DATED JANUARY 9, 1901, AND RECORDED APRIL 17, 1959, INSTRUMENT NO. 32692, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. PLOTTED HEREON.

(5) EASEMENT IN FAVOR OF MANUEL A. & ELVIRA DOMINGUEZ FOR PIPELINE PURPOSES AS RESERVED IN DOCUMENT RECORDED: JANUARY 30, 1968, INSTRUMENT NO. 8968, OF OFFICIAL RECORDS. PLOTTED HEREON.

(6) EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR PUBLIC UTILITIES PURPOSES AS RESERVED IN DOCUMENT RECORDED: APRIL 25, 1978, INSTRUMENT NO. 80028, OF OFFICIAL RECORDS. PLOTTED HEREON.

(7) EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR EITHER OR BOTH POLE LINES OR UNDERGROUND FACILITIES PURPOSES AS RESERVED IN DOCUMENT RECORDED: APRIL 8, 1985, INSTRUMENT NO. 72181, OF OFFICIAL RECORDS. PLOTTED HEREON.

(8) EASEMENT IN FAVOR OF ART MC KAY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND HAROLD E. ENSLEY AND MARY A. ENSLEY, HUSBAND AND WIFE AS COMMUNITY PROPERTY, AND OLE FOGH–ANDERSEN AND KAREN FOGH–ANDERSEN, HUSBAND AND WIFE AS COMMUNITY PROPERTY AND SCORPION RANCH, A LIMITED PARTNERSHIP AND JUAN ESQUIVEL, JR. AND LUPE M. ESQUIVEL, HUSBAND AND WIFE AS JOINT TENANTS FOR INGRESS AND EGRESS PURPOSES AS RESERVED IN DOCUMENT RECORDED: JUNE 14, 1985, INSTRUMENT NO. 129240, OF OFFICIAL RECORDS. PLOTTED HEREON.

(9) EASEMENT IN FAVOR OF BENJAMIN THOMAS LAFLIN, JR. AND PATRICIA B. LAFLIN, TRUSTEES, OR THEIR SUCCESSORS OF THE LAFLIN FAMILY TRUST DATED JULY 2, 1981 AND SCORPION RANCH, A LIMITED PARTNERSHIP AND JUAN ESQUIVEL, JR. AND LUPE M. ESQUIVEL, HUSBAND AND WIFE AS JOINT TENANTS FOR INGRESS AND EGRESS PURPOSES AS RESERVED IN DOCUMENT RECORDED: JUNE 14, 1985, INSTRUMENT NO. 129242, OF OFFICIAL RECORDS. PLOTTED HEREON.

(10) EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR PUBLIC UTILITIES PURPOSES AS RESERVED IN DOCUMENT RECORDED: SEPTEMBER 23, 1991, INSTRUMENT NO. 328178, OF OFFICIAL RECORDS AFFECTS: THE WEST 160 FEET OF THE EAST 330 FEET OF THE SOUTH 285 FEET OF THE NORTH 360 FEET OF PARCEL 6. EXACT LOCATION OF EASEMENT CANNOT BE PLOTTED

(11) A 10' WIDE EASEMENT TO U.S. BUREAU OF RECLAMATION FOR IRRIGATION LATERALS NO. 105.7 AND NO. 105.7–0.4 PER R/W NOTICE ISSUED OCTOBER 28,1948, PARCEL C–2–57. (TO BE ABANDONED PER SEPARATE INSTRUMENT)

(12) A 10' WIDE EASEMENT TO U.S. BUREAU OF RECLAMATION FOR IRRIGATION LATERAL NO. 105.7–0.4 PER R/W NOTICE ISSUED SEPTEMBER 28,1948, PARCEL C–2–58. (TO BE ABANDONED PER SEPARATE INSTRUMENT)

(13) A 10' WIDE EASEMENT TO U.S. BUREAU OF RECLAMATION FOR IRRIGATION LATERALS NO. 105.7 AND NO. 105.7–0.2 PER R/W NOTICE ISSUED SEPTEMBER 28, 1948, PARCEL C–2–64. (TO BE ABANDONED PER SEPARATE INSTRUMENT)

(14) A 10' WIDE EASEMENT TO U.S. BUREAU OF RECLAMATION FOR IRRIGATION LATERAL NO. 105.7 PER R/W NOTICE ISSUED SEPTEMBER 28,1948, PARCEL C–2–63. (TO BE ABANDONED PER SEPARATE INSTRUMENT)

(15) A 10' WIDE EASEMENT TO U.S. BUREAU OF RECLAMATION FOR IRRIGATION LATERAL NO. 106.3 PER R/W NOTICE ISSUED SEPTEMBER 28,1948, PARCEL C–2–76. (TO BE ABANDONED PER SEPARATE INSTRUMENT)

## ESTABLISHMENT NOTES:

(A)– ESTABLISHED BY BEARING–BEARING INTERSECTION BY HOLDING THE POSITIONS OF MON No. 1 & 9 N'LY AND THE POSITIONS OF MON No. 5 & MON 12. SET SPIKE AND WASHER STAMPED" LS 9029", FLUSH WITH AC.

(B)– ESTABLISHED WEST 1/16TH CORNER ON SECTION LINE BY HOLDING THE POSITIONS OF MON No. 1 & 2 AND SPLITTING THE DISTANCE BETWEEN FOUND MONS.

(C)– ESTABLISHED EAST 1/16TH CORNER ON SECTION LINE BY HOLDING THE POSITIONS OF MON No. 2 & 3 AND SPLITTING THE DISTANCE BETWEEN FOUND MONS.

(D)– ESTABLISHED SOUTH 1/16TH CORNER ON MID–SECTION LINE BY HOLDING THE POSITIONS OF MON No. 2 & 5 AND SPLITTING THE DISTANCE BETWEEN FOUND MONS.

(E)– ESTABLISHED SOUTH 1/16TH CORNER ON SECTION LINE BY HOLDING THE POSITIONS OF MON No. 3 & 6 AND SPLITTING THE DISTANCE BETWEEN FOUND MONS.

(F)– ESTABLISHED WEST 1/16TH CORNER ON MID SECTION LINE BY HOLDING THE POSITIONS OF ESTABLISHED PT "A" & MON No. 5 AND SPLITTING THE DISTANCE BETWEEN FOUND MONS.

(G)– ESTABLISHED EAST 1/16TH CORNER ON MID SECTION LINE BY HOLDING THE POSITIONS OF MON No. 5 & 6 AND SPLITTING THE DISTANCE BETWEEN FOUND MONS.

(H)– ESTABLISHED SW 1/16TH CORNER BY BEARING–BEARING INTERSECTION BY HOLDING THE POSITIONS OF MON No. 9 & ESTABLISHED 1/16TH CORNER "D" AND BY HOLDING THE POSITIONS OF ESTABLISHED 1/16TH CORNER "B" & ESTABLISHED 1/16TH CORNER "F".

(I)– ESTABLISHED SE 1/16TH CORNER BY BEARING–BEARING INTERSECTION BY HOLDING THE POSITIONS OF MON No. 9 & ESTABLISHED 1/16TH CORNER "D" AND BY HOLDING THE POSITIONS OF ESTABLISHED 1/16TH CORNER "B" & ESTABLISHED 1/16TH CORNER "F".

(J)– ESTABLISHED THE NW SECTION CORNER BY HOLDING RECORD ANGLE ALONG THE NORTH LINE AND DISTANCE PER R1, R3, R6 & R7.

(K)– ESTABLISH THE WEST 1/16TH CORNER ON SECTION LINE BY HOLD RECORD DISTANCES BETWEEN MON No. 7 AND ESTABLISHED PT "J" PER R1 & R6.

(L)– ESTABLISHED NORTH 1/16TH CORNER ON SECTION LINE BY HOLDING THE POSITIONS OF ESTABLISHED PTS "A" & "J" AND SPLITTING THE DISTANCE BETWEEN PTS. SET SPIKE AND WASHER STAMPED" LS 9029", FLUSH WITH AC.

(M)– ESTABLISHED NORTH 1/16TH CORNER ON MID–SECTION LINE BY HOLDING THE POSITIONS OF MON No. 5 & 7 AND SPLITTING THE DISTANCE BETWEEN FOUND MONS.

(N)– ESTABLISHED NW 1/16TH CORNER BY BEARING–BEARING INTERSECTION BY HOLDING THE POSITIONS OF ESTABLISHED 1/16TH CORNERS "F" & "K" AND BY HOLDING THE POSITIONS OF ESTABLISHED 1/16TH CORNERS "L" & "M".

(O)– ESTABLISHED THE NE CORNER OF THE NW QUARTER OF THE SE QUARTER OF THE NW QUARTER OF SECTION 28 BY SPLITTING THE DISTANCE BETWEEN ESTABLISHED PTS "M" & "N".

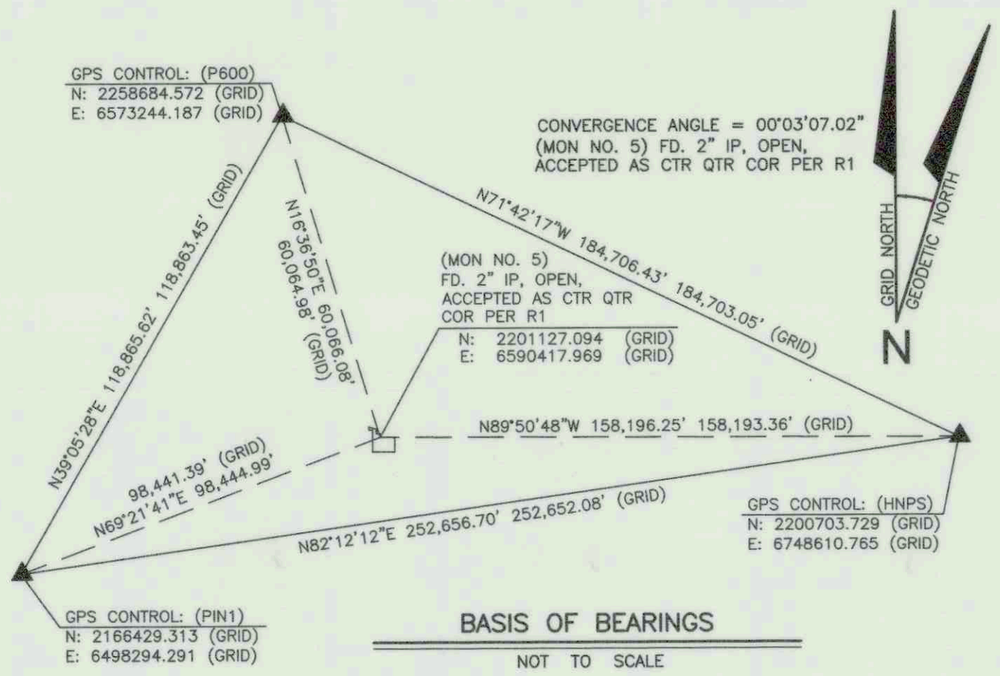
(P)– ESTABLISHED THE SE CORNER OF THE NW QUARTER OF THE SE QUARTER OF THE NW QUARTER OF SECTION 28 BY SPLITTING THE DISTANCE BETWEEN ESTABLISHED PTS "F" & "N".

(Q)– ESTABLISHED THE SE CORNER OF THE NE QUARTER OF THE SE QUARTER OF THE NW QUARTER OF SECTION 28 BY SPLITTING THE DISTANCE BETWEEN ESTABLISHED PT "M" & FOUND MON No. 5.

(R)– ESTABLISHED THE SW CORNER OF THE NE QUARTER OF THE SE QUARTER OF THE NW QUARTER OF SECTION 28 BY BEARING–BEARING INTERSECTION BY HOLDING THE POSITIONS OF ESTABLISHED CORNERS "P" & "Q" AND BY HOLDING THE POSITIONS OF MON No. 12 & AND ESTABLISHED CORNER "O".

(S)– ESTABLISHED NE CORNER OF PARCEL 10 BY HOLDING RECORD 400' FROM MON No. 20 PERPENDICULAR TO THE S'LY RIGHT OF WAY OF FRONTAGE ROAD.

(T)– ESTABLISHED THE NW CORNER OF PARCEL 10 BY HOLDING THE POSITION OF MON No. 17 AND EXTENDING LINE N'LY PARALLEL WITH THE W'LY LINE OF THE NORTH HALF OF SECTION 28 AND INTERSECTING WITH THE S'LY RIGHT OF WAY OF FRONTAGE ROAD FROM ESTABLISHED POINT "S" TO MON NO. 22.




BASIS OF BEARINGS

NOT TO SCALE

## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "MLFP", "BILL" AND "P584" NAD 83 (NSRS2011) EPOCH 2010 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THE RECORD REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THE RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99998172, CALCULATIONS ARE MADE AT POINT NO. 4 WITH COORDINATES OF N: 2,201,127.094, E: 6,590,417.969, USING AN ELEVATION OF –16.21.

## NOTE:

1. SEE SHEET NO. 2 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, BASIS OF BEARINGS AND EASEMENT NOTES.
2. SEE SHEET NO. 3 FOR SURVEYOR'S NOTES AND BOUNDARY ESTABLISHMENT.

R:\20\2133\SURVEY\MAPS\PM\2133 TM_02.dwg

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

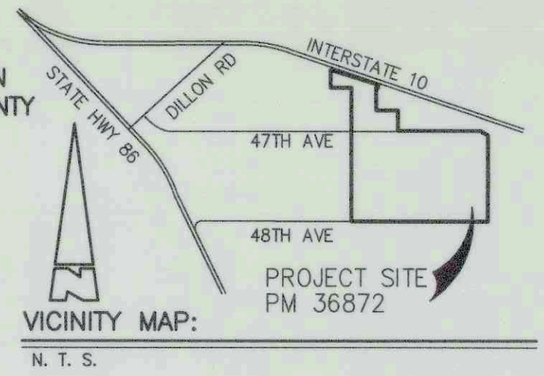
SHEET 3 OF 6 SHEETS

# PARCEL MAP NO. 36872

BEING A SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

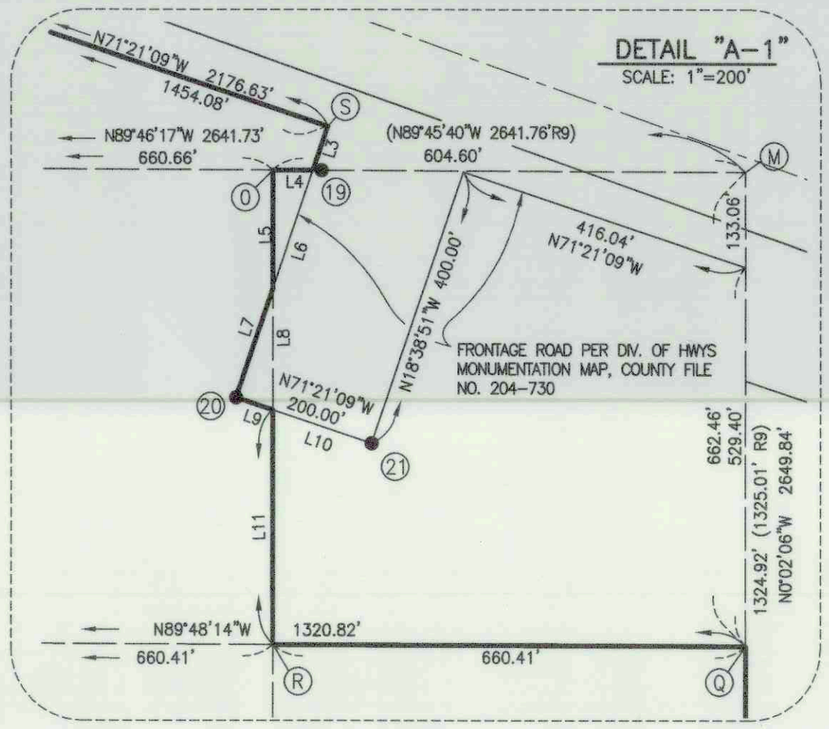
KWC ENGINEERS MARCH 2021

## BOUNDARY SHEET




VICINITY MAP:

N. T. S.




| LINE DATA (THIS SHEET ONLY) | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N89°49'49"W | 259.10' |
| L2 | N0°01'50"W | 186.74' |
| L3 | N18°38'51"E | 64.91' |
| L4 | N89°46'17"W | 56.05' |
| L5 | N0°02'12"W | 166.01' |
| L6 | N18°38'51"W | 174.01' |
| L7 | N18°38'51"W | 160.12' |
| L8 | N0°02'12"W | 169.01' |
| L9 | N71°21'09"W | 54.14' |
| L10 | N71°21'09"W | 145.86' |
| L11 | N00°02'12"W | 327.80' |

(N89°49'58"W 259.62'R2)

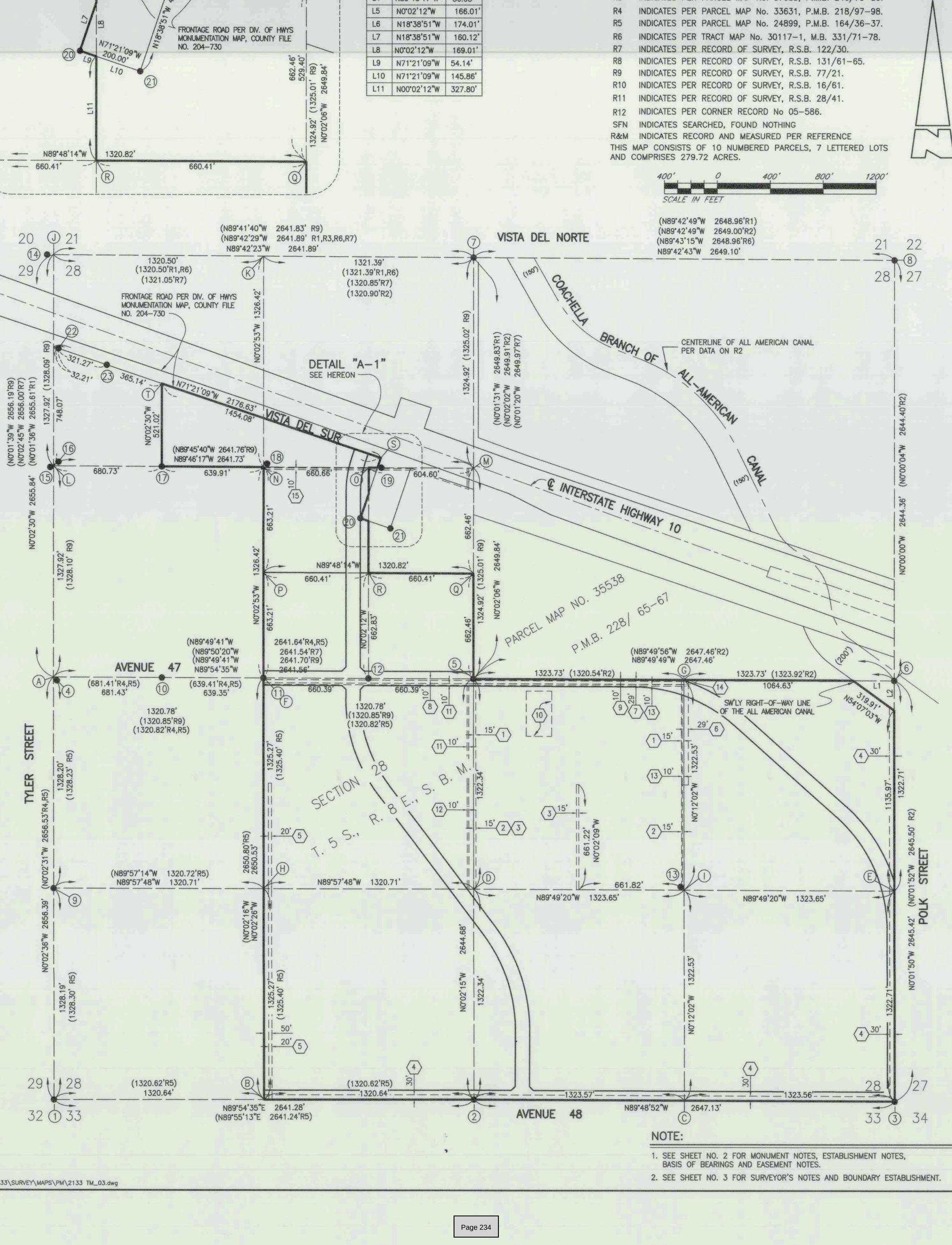
### SURVEYOR'S NOTES:

| | |
|---|---|
| O | INDICATES SET 1" X 18" I.P., TAGGED L.S. 9029, FLUSH (RIV. CO. STD. "B" MON.) WITH SURFACE AT ALL BOUNDARY CORNERS (UNLESS NOTED OTHERWISE). |
| ● | INDICATES FOUND MONUMENT AS INDICATED. |
| ( ) | INDICATES RECORD OR CALC'D FROM RECORD, UNLESS NOTED OTHERWISE. |
| R1 | INDICATES PER DIVISION OF HIGHWAYS MONUMENT MAP, ROUTE 11-RIV-10 FILE NO.S 204-729 AND 204-730. |
| R2 | INDICATES PER PARCEL MAP No. 35538, P.M.B. 228/65-67. |
| R3 | INDICATES PER PARCEL MAP No. 37083, P.M.B. 246/79-80. |
| R4 | INDICATES PER PARCEL MAP No. 33631, P.M.B. 218/97-98. |
| R5 | INDICATES PER PARCEL MAP No. 24899, P.M.B. 164/36-37. |
| R6 | INDICATES PER TRACT MAP No. 30117-1, M.B. 331/71-78. |
| R7 | INDICATES PER RECORD OF SURVEY, R.S.B. 122/30. |
| R8 | INDICATES PER RECORD OF SURVEY, R.S.B. 131/61-65. |
| R9 | INDICATES PER RECORD OF SURVEY, R.S.B. 77/21. |
| R10 | INDICATES PER RECORD OF SURVEY, R.S.B. 16/61. |
| R11 | INDICATES PER RECORD OF SURVEY, R.S.B. 28/41. |
| R12 | INDICATES PER CORNER RECORD No 05-586. |
| SFN | INDICATES SEARCHED, FOUND NOTHING |
| R&M | INDICATES RECORD AND MEASURED PER REFERENCE |

THIS MAP CONSISTS OF 10 NUMBERED PARCELS, 7 LETTERED LOTS AND COMPRISES 279.72 ACRES.

400' 0 400' 800' 1200'

SCALE IN FEET




### NOTE:

1. SEE SHEET NO. 2 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, BASIS OF BEARINGS AND EASEMENT NOTES.
2. SEE SHEET NO. 3 FOR SURVEYOR'S NOTES AND BOUNDARY ESTABLISHMENT.

R:\20\2133\SURVEY\MAPS\PM\2133 TM_03.dwg

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

SHEET 4 OF 6 SHEETS

# PARCEL MAP NO. 36872

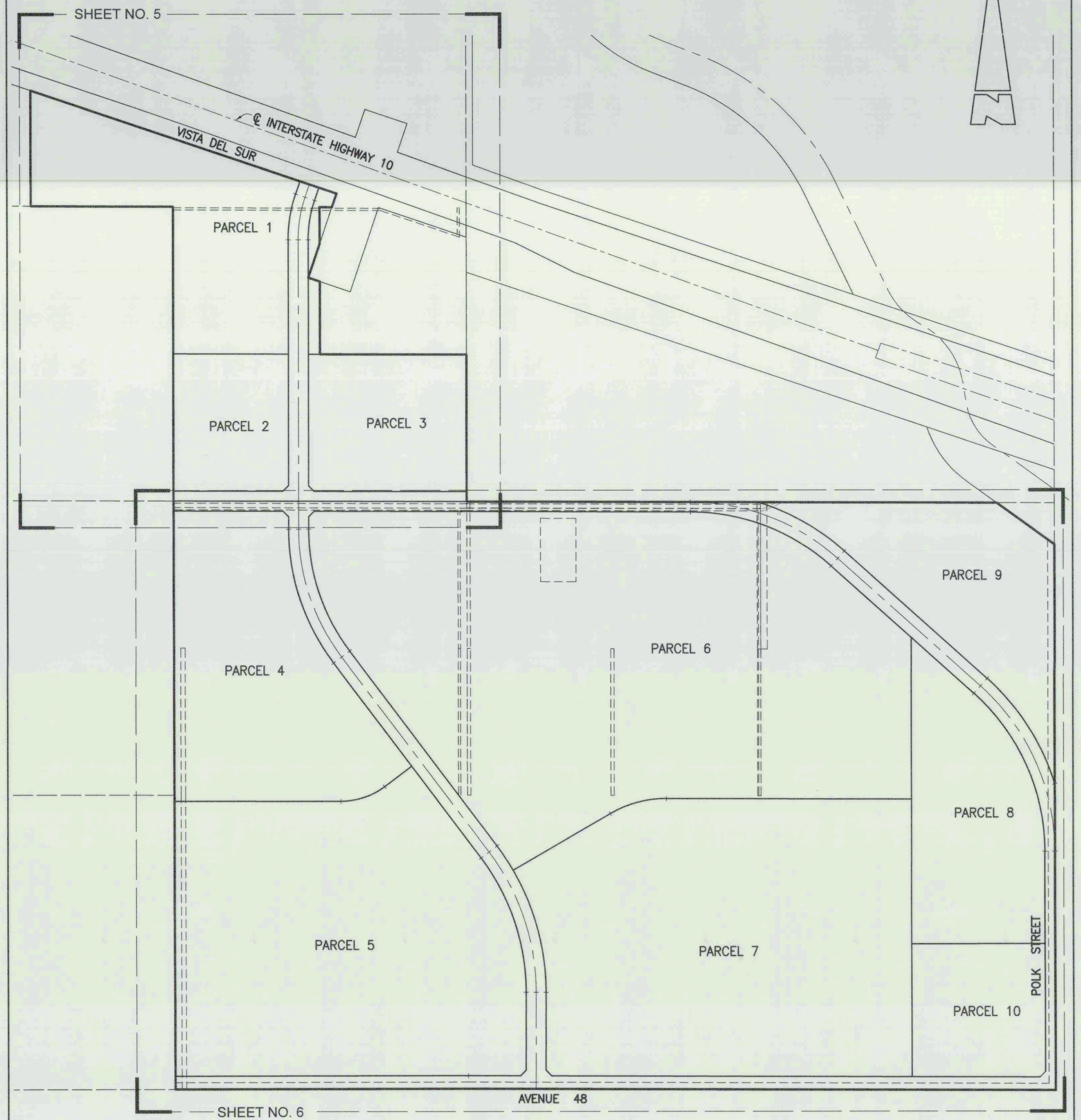
BEING A SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

KWC ENGINEERS MARCH 2021

300' 0 300' 600' 900'

SCALE IN FEET

## INDEX MAP




NOTE:

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R:\20\2133\SURVEY\MAPS\PM\2133 TM_04-INDEX.dwg

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

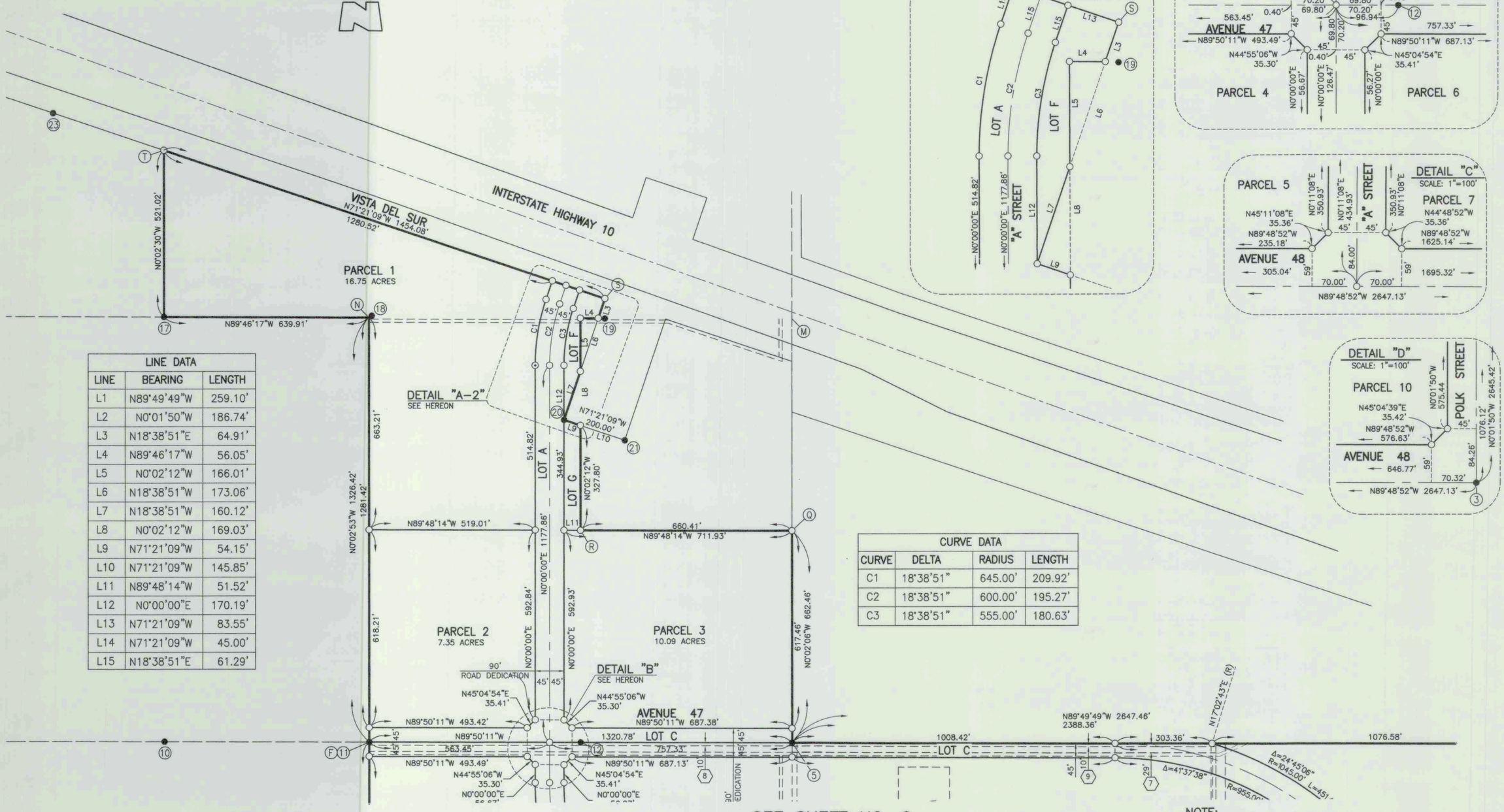


# PARCEL MAP NO. 36872

BEING A SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

KWC ENGINEERS MARCH 2021

200' 0 200' 400' 600'
SCALE IN FEET




| LINE DATA | | |
|---|---|---|
| LINE | BEARING | LENGTH |
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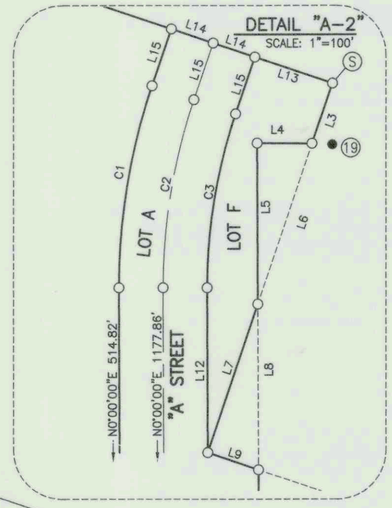
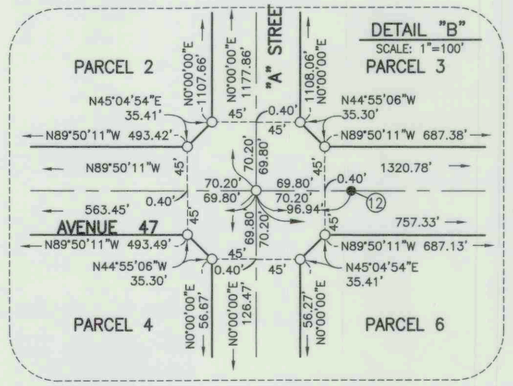
| L7 | N18°38'51"W | 160.12' |
| L8 | N0°02'12"W | 169.03' |
| L9 | N71°21'09"W | 54.15' |
| L10 | N71°21'09"W | 145.85' |
| L11 | N89°48'14"W | 51.52' |
| L12 | N0°00'00"E | 170.19' |
| L13 | N71°21'09"W | 83.55' |
| L14 | N71°21'09"W | 45.00' |
| L15 | N18°38'51"E | 61.29' |

| CURVE DATA | | | |
|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH |
| C1 | 18°38'51" | 645.00' | 209.92' |
| C2 | 18°38'51" | 600.00' | 195.27' |
| C3 | 18°38'51" | 555.00' | 180.63' |










SEE SHEET NO. 6

NOTE:

1. SEE SHEET NO. 2 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, BASIS OF BEARINGS AND EASEMENT NOTES.
2. SEE SHEET NO. 3 FOR SURVEYOR'S NOTES AND BOUNDARY ESTABLISHMENT.

R:\20\2133\SURVEY\MAPS\PM\2133 TM_05.dwg

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

SHEET 6 OF 6 SHEETS

# PARCEL MAP NO. 36872

BEING A SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

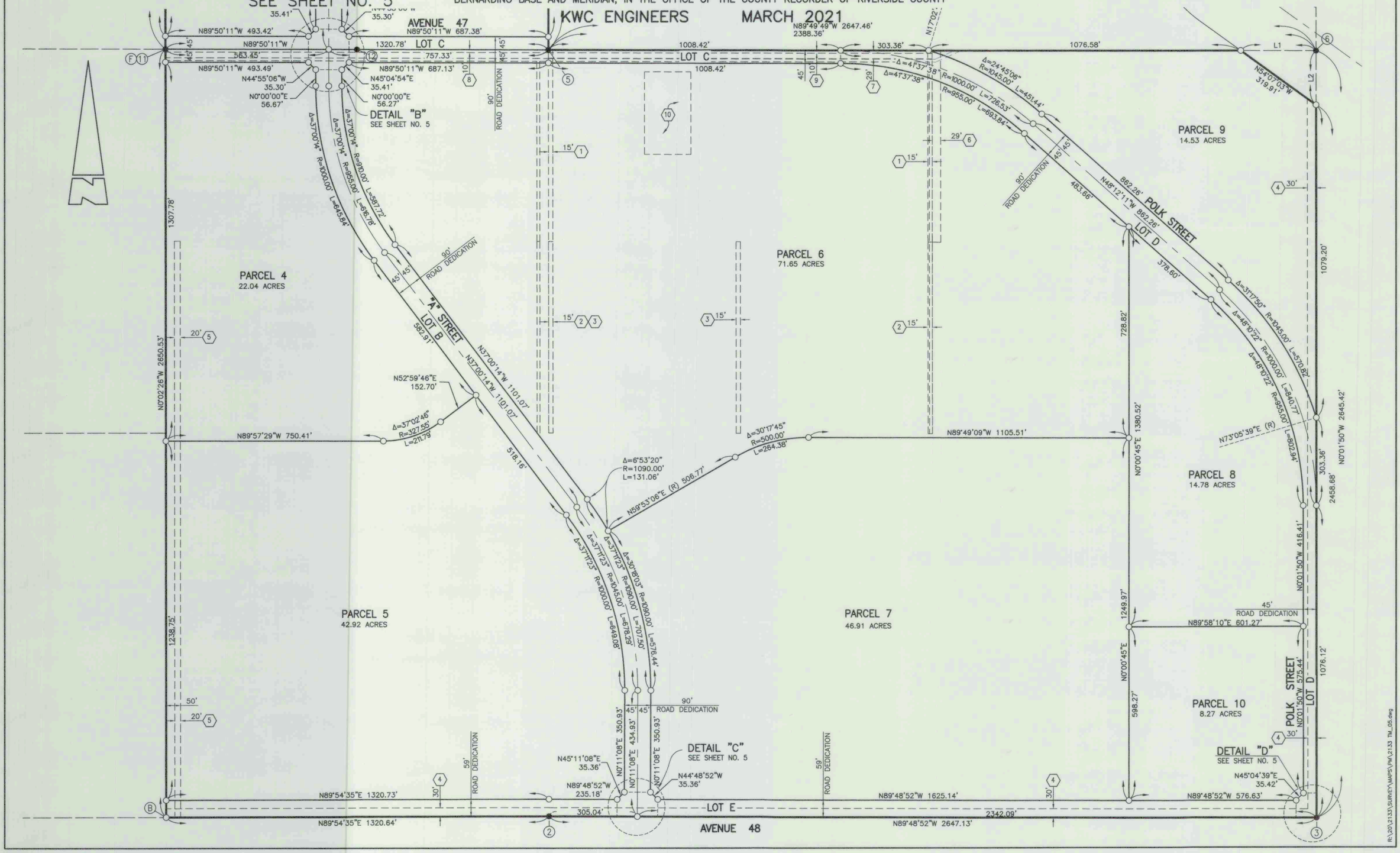
KWC ENGINEERS MARCH 2021

200' 0 200' 400' 600'
SCALE IN FEET

NOTE:

1. SEE SHEET NO. 2 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, BASIS OF BEARINGS AND EASEMENT NOTES.
2. SEE SHEET NO. 3 FOR SURVEYOR'S NOTES AND BOUNDARY ESTABLISHMENT.

SEE SHEET NO. 5

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**STAFF REPORT**
**9/8/2021**

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

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

**SUBJECT:** Authorize extension of Youth Commission Application deadline to October 5, 2021.

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## STAFF RECOMMENDATION:

Authorize extension of Youth Commission Application deadline to October 5, 2021.

## EXECUTIVE SUMMARY:

City Council approved Ordinance 1184 by second reading on July 14, 2021. Staff published the Youth Commission Application with a due date of August 19, 2021 on July 19th. The Youth Application was published on the city's website, city's Facebook and Desert Sun. The Youth Commission was also directly provided to the following community organizations for distribution to their youth: Coachella Valley High School (including ASES Program), Boys and Girls Club, Desert Recreation District, Raices Culturas, Alianza, Raices Del Valle and COFEM.

The membership for the Youth Commission is 10 members. Staff has received two Youth Applications: Carla De Leon and Ismael Ortiz. Staff is recommending extending the application period through October 5, 2021 at 6pm and return this item for Council direction on October 13th.

## FISCAL IMPACT:

The recommended action does not have a financial impact.

Attachment:
Applications Received

# CITY OF COACHELLA

## CULTURAL AND ARTS COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Thursday, August 19, 2021**
Application must be received by the deadline in order to be considered

**NAME:** Ismael Ortiz

**ADDRESS:** 52290 Calle Alicia, Coachella

**TELEPHONE:** 760-984-8172 **E-MAIL:** ismaelotz@hotmail.com

**WHAT HIGH SCHOOL DO YOU ATTEND:** Coachella Valley High School **YOUR AGE:** 16

To be eligible for appointment to the Commission you must be a resident of the City of Coachella and enrolled in high school. Members may only serve on one commission/committee.

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I think I should be appointed because I have many leadership skills and I'm very outspoken on almost any topic. I am involved in ASB at my high school and have had many experiences speaking publicly because of that.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals I see for the Commission are to be able to listen on current problems in our city from a teenager's perspective. I would do my part by advocating for our youth and speaking on these topics.

3. What special qualities can you bring to the Commission?

Special qualities I could bring are honesty, patience, self-confidence, communication, and optimism.

4. Do you have any questions or comments about the Commission's structure or functions?

No.

5. Other comments and/or ideas as to how you as a member of the Coachella Youth Commission could benefit the City of Coachella.

I am willing to discuss on youth related topics in order to improve our city for the next generation of youth.

Signature

8/18/21
Date

**Note:** The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

*(07-15-2021)*

# CITY OF COACHELLA

## CULTURAL AND ARTS COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Thursday, August 19, 2021**
Application must be received by the deadline in order to be considered

**NAME:** Carla De Leon

**ADDRESS:** 53551 Cesar Chávez Street Apt. 298 Coachella CA 92236

**TELEPHONE:** (760)-895-5615 **E-MAIL:** carlaadlnn@gmail.com

**WHAT HIGH SCHOOL DO YOU ATTEND:** CVHS **YOUR AGE:** 16

To be eligible for appointment to the Commission you must be a resident of the City of Coachella and enrolled in high school. Members may only serve on one commission/committee.

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

   I will be a excellent addition to the city's youth commission because I am very passionate about issues that affect our community like poverty, immigration, and healthcare. Discussing social dilemmas with my peers is something I enjoy along with discussing the current political situations. Aside from staying up to date on what happens around the world, I take AP and honors courses as an AVID student while achieving straight A's and a 4.4 GPA this last school year. I am committed to my education and I plan on attending a four-year institution studying political science. Along with being part of Alianza's youth group Yo-C and the Women's Empowerment club at CVHS, I also run cross country and track since my freshman year, this year I am captain of my team. Overall I am looking to learn and I'm motivated to work with others who also are looking to better our community by giving our input as youth.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

   I'm grateful that as youth we have an opportunity to have a say in the discussions surrounding city improvements and I believe the main goal of the Commission should be to acquire how changes will affect the youth of the city. Noting our point of views to different situations will allow future improvements to address all our citizens and reach the most people effectively. In order to achieve well-rounded improvements we have to take into consideration the diversity of our people, disabled, homeless, seniors, youth, etc. In the Youth Commission, we will work together to share our ideas and experiences and then formulate a plan that will best engage the different people in our community.

3. What special qualities can you bring to the Commission?

Inside classrooms and outside classrooms I am assigned leadership roles where I take charge and am assertive but also equally cooperate with other people. As a strong listener, when a person is talking I listen closely and give them feedback with nods or short phrases to assure them they have my full attention. I am also someone who is friendly to all different kinds of personalities and will strive to make my peers feel safe and comfortable in the space we share. As I've previously stated, I'm passionate about bettering our community and setting an example for others to follow. I bring value to this Commission with my pure intentions and don't just want the power that comes with this opportunity but the actual leadership and involvement it requires.

4. Do you have any questions or comments about the Commission's structure or functions?

Given the limited information on what it will be like to be apart the Commission, I'd like to know who will be our supervisor, where we will meet, and if there is already an agenda set as to goals we have to accomplish. Also, by attending the city's meetings will we be in contact with the cities leaders or will we be having discussions separately?

5. Other comments and/or ideas as to how you as a member of the Coachella Youth Commission could benefit the City of Coachella.

As a member of the Coachella Youth Commission, I will be dedicated and serious about this opportunity because it aligns with my career goals and my personal values. I really jumped at this opportunity because in the past years so much has happened in the world that has completely changed the way I see everything and most times I was left feeling helpless, but that is how I found my passion for politics. Living in a democratic nation, most of the change that occurs does so through laws, bills, and voting, however I currently can't do any of that so this Commission is opening a door for me. I'm so excited to see how it works and gain experience considering this is what I will be dedicating myself to in the future.

Signature

8/18/21
Date

**Note:** The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org *(07-15-2021)*

**STAFF REPORT**
**9/8/2021**

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

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

**SUBJECT:** Authorizing the City Manager to Execute Agreement between the County of Riverside and the City of Coachella for Ave 52 Joint Paving Project, City Project ST-129

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## STAFF RECOMMENDATION:

1. It is recommended that the City Council authorize the City Manager to execute agreement between the County of Riverside and the City of Coachella and make the improvements described below to Avenue 52 and Calhoun Street, City Project ST-129.
2. It is recommended that the City Council determine the project to be Categorically Exempt from CEQA per section 15301 of the CCR and authorize City Staff to file a Notice of Exemption.

## BACKGROUND:

The City of Coachella Engineering Department has tentatively agreed to enter into a Cooperative Agreement, pending City Council approval, to rehabilitate the asphalt surface on 52nd Avenue from Van Buren Street to Calhoun Street and on Calhoun Street approximately ¼ mile north of 52nd Avenue and ¼ mile South of 52nd Avenue. The County is also rehabilitating the roadways in the portions outside of the City jurisdiction including 52nd Avenue from Calhoun to Monroe and Calhoun Street from the Southern City limits to 54th Avenue. The Improvements on 52nd Avenue include the complete removal and replacement of the Road section and widening the roadway to accommodate Class II bicycle lanes. See the attached Map included with Attachment 1, Exhibit A – Vicinity / Project Map, for more details.

## DISCUSSION/ANALYSIS:

County of Riverside will fully manage this project and has prepared plans and specifications that have been approved by the engineering department. The County requested public bids in accordance with City standard practices and in compliance with public contract law. The estimated cost to the City is $487,074.82, including contingency.

**ENVIRONMENTAL:**

The Project is exempt from CEQA per section 15301 of the California Code of Regulations, which includes: repair and maintenance of existing public facilities involving negligible expansion of existing or former use. Subsection (c) includes: *"existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety, and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes)"*

**FISCAL IMPACT:**

The Avenue 52 Joint Paving Project, ST 129, was included in the City's approved CIP for FY 2021/22. The contract amount of $487,074.82 will be funded with Measure A (Fund 117) and SB1 (Fund 109).

Attachments:

1. Cooperative Agreement

**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF COACHELLA**

**FOR**

**52nd AVENUE AND CALHOUN STREET ROADWAY IMPROVEMENTS**

This Service Agreement for the 52nd Avenue and Calhoun Street Roadway Improvements ("Agreement") is entered into this _____ day of _____, 2021, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Coachella, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements to 52nd Avenue and Calhoun Street, located within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

A. The COUNTY currently has Roadway Improvement Projects on 52nd Avenue from Monroe Street to Van Buren Street and Calhoun Street from 54th Avenue to 800 feet north of 52nd Avenue, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECT).

B. COUNTY and CITY have mutually agreed that 52nd Avenue, a 28 foot to 86 foot variable width two lane facility between Monroe Street and Van Buren Street, and Calhoun Street, a 24 foot to 28 foot variable width two lane facility between 54th Avenue to 800 feet north of 52nd Avenue, is in need of roadway improvements.

C. The COUNTY PROJECT coincides with City limits on 52nd Avenue between the centerline of Calhoun Street and Van Buren St, and on Calhoun Street along the easterly side of the Calhoun Street centerline between a point 630' south of 52nd Avenue to 690' north of 52nd Avenue, as shown on "Exhibit A" (Vicinity / Project). All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.

D. The improvements on 52nd Avenue and Calhoun Street will be to resurface the roadway consisting of pulverizing the existing pavement and overlaying with Hot Mix Asphalt. Incidental work will include and not be limited to reconstructing signalized intersections, minor shoulder widening on 52nd Avenue, constructing driveways, reconstructing driveways, placing an asphalt safety edge, placing shoulder backing,

replacement of signage, and striping the roadway.

E. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.

F. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT.

G. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

**SECTION 1 • COUNTY AGREES:**

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on “Exhibit B” and has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.
2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit construction bids until CITY has approved the PS&E documents.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction’s right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
4. To make written application to CITY for [illegible]chment permit authorizing entry into CITY's right of way

for the purposes of constructing CITY PROJECT.

5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code.
7. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
9. To construct the CITY PROJECT in accordance with approved PS&E documents.
10. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of the CITY to CITY for review and approval prior to final authorization by COUNTY.
11. To furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within three hundred and sixty-five (365) days following the completion and acceptance of the construction contract. Electronic copies of completed plans will be made available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

**SECTION 2 • CITY AGREES:**

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which [illegible] increase of any costs over those shown in "Exhibit B",

CITY will in good faith amend this Agreement to include any such costs under this Agreement.

2. To deposit with COUNTY, within 30 days of executing this agreement, two hundred forty three thousand five hundred thirty seven dollars and forty one cents (**$243,537.41**) (the "Deposit"), as provided in "Exhibit B," with the remaining funds being paid the following Fiscal Year for a grand total of four hundred eighty seven thousand seventy four dollars and eighty two cents (**$487,074.82**) to be paid by CITY.
3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and construction of the CITY PROJECT.
4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide at no cost to the CITY PROJECT, oversight of the CITY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECT.
6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

**SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including a ten percent (10%) contingency, is estimated to be, four hundred eighty seven thousand seventy four dollars and eighty two cents (**$487,074.82**) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.
3. If Change Order Proposal from COUNTY contractor for CITY PROJECT indicates a cost overrun of no more than ten percent (10%) of the Engineers Estimate as described in "Exhibit B", COUNTY may proceed with CITY PROJECT.
4. If upon receiving Change Order Proposal, it is found that a cost overrun exceeding ten percent (10%) of the Engineers Estimate is anticipated, COUNTY and CITY shall endeavor to agree upon an alternative

course of action. If, after fifteen (15) calendar days from the date of receiving Change Order Proposal, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent, with CITY paying for incurred costs as set forth in this Agreement. COUNTY shall reimburse CITY within forty five (45) days of termination any portion of Deposit not spent.

5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.

6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of $2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of $1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.

7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.

8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except as specified in this Agreement or future agreements.

9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.

10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
12. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this Agreement upon 90 days written notice to CITY.
13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
14. This Agreement is to be construed in accordance with the laws of the State of California.
15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.
16. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
17. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the PARTY that prepared it in its final form.
18. Any waiver by COUNTY or CITY of any breach by the other PARTY of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from the other PARTY exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
19. This Agreement and Exhibits A-B herein contain the entire agreement between the PARTIES, and are

intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set forth in this Agreement, is null and void.

20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a PARTY to this Agreement or affect the legal liability of any PARTY to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
21. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
22. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

| COUNTY: | CITY: |
|---|---|
| Riverside County Transportation Department | City of Coachella |
| Attn: Mark Lancaster | Attn: Andrew Simmons |
| Director of Transportation | City Engineer |
| 4080 Lemon Street, 8th Floor | 53990 Enterprise Way |
| Riverside, CA 92501 | Coachella, CA 92236 |
| Phone: (951) 955-6740 | Phone: (760) 398-5744 |

## APPROVALS

**COUNTY** Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By _____ Dated: _____

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA R HARPER

Clerk of the Board (SEAL)

**CITY** Approvals

APPROVED BY:

_____ Dated: _____

Gabriel Martin

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

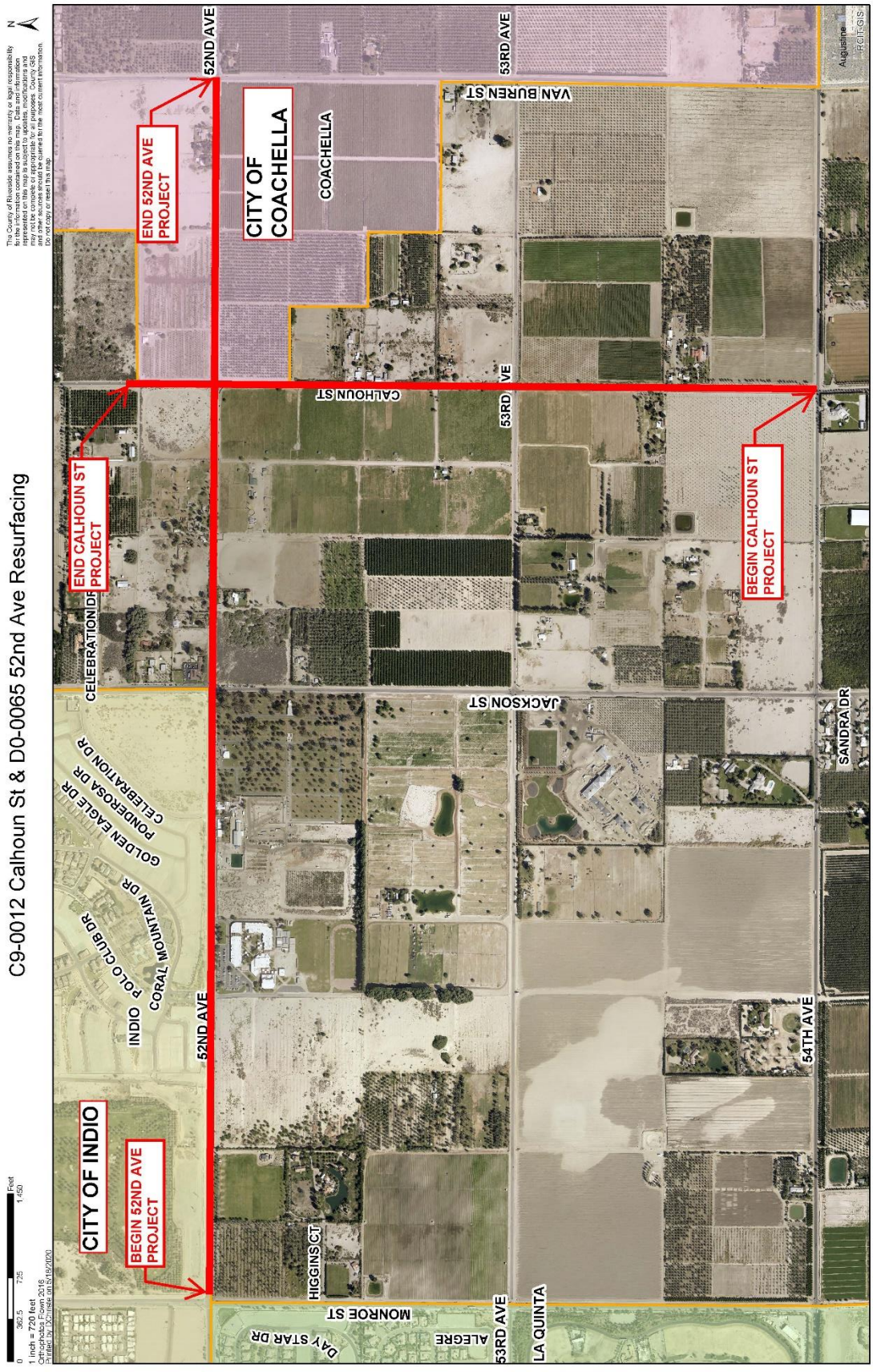
CITY Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

## EXHIBIT A – VICINITY / PROJECT MAP




**D0-0065 52nd Avenue and C9-0012 Calhoun Street Resurfacing**

## EXHIBIT B – CITY ESTIMATED PROJECT COSTS

| TASK | TOTAL (52nd Avenue) | TOTAL (Calhoun Street) | TOTAL CITY COSTS |
|---|---|---|---|
| Administrative Design Costs | $31,055.16 | $2,608.85 | $33,664.01 |
| Construction Cost Estimate | $310,551.56 | $52,177.09 | $362,728.65 |
| Construction contingency (10%) | $31,055.16 | $5,217.71 | $36,272.87 |
| Construction Engineering & Inspection (15%) | $46,582.73 | $7,826.56 | $54,409.29 |
| **TOTAL PROJECT COST** | $419,244.61 | $67,830.21 | **$487,074.82** |

**Initial Deposit: $243,537.41 (50%) [To be paid within 30 days of Agreement Execution]**
**Installment 1: $243,537.41 (50%) [To be paid within 60 days of start of FY 22/23]**

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Approve awarding a contract for the replacement of 800 domestic consumption meters to J.C. Tuckmar Inc, in the amount of $78,040.00 plus 10% contingency.

---

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute a contract with J.C. Tuckmar Inc, in the amount of $78,040.00 plus 10% contingency for the replacement of 800 domestic consumption meters.

**DISCUSSION/ANALYSIS:**

The City of Coachella and its Coachella Water Authority (CWA) is responsible for the water service to its residents and customers within its service boundary. The Utilities Department serves a population of approximately 45,000 and a service area size of approximately 53 square miles. There are approximately 8,800 (meter) connections to the system.

The existing metering system for CWA is read through an Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) system. Currently staff drives around with a receiver in their vehicle, which polls the meter register for customer usage data. The data is collected by the receiver. Once the staff is done for the day or week, the receiver data is uploaded to the financial system for billing purposes. It takes approximately one day for all of the meters to be read by two Water Operators with the current AMR and AMI system. However, there are meters and registers that have reached end of life and no longer transmit information to the receiver. Most of these meters need to be read by hand which requires a tremendous amount of time and manpower. It typically takes the current Water Staff approximately and entire week to complete the list of non-reads by reading meters by hand.

There are approximately 2,000 meters that need replacement. Coachella Water Authority requested bids for the replacement of 800 meters at this time and plans to replace the remainder as we purchase and receive more inventory.

On August 9th, 2021 bid proposals were received from four (6) contractors as follows:

| | | |
|---|---|---|
| 1. | JC Tuckmar Inc | $78,040.00 |
| 2. | Tri-Star Contracting II | $95,200.00 |
| 3. | Golden Meter Service Inc | $100,00.00 |

4. R.E. Chaffee Construction Inc $102,400.00
5. Statewide Services Inc $187,760.00
6. Desert Concepts Construction Inc $192,000.00

Staff has reviewed all six (6) bids and has determined the lowest responsive bid was submitted by JC Tuckmar Inc.

**FISCAL IMPACT:**

Project funding allocation of $85,844.00 is included in the Capital Improvement Program in the City's 2021/2022 approved budget under project W-47.

**CITY OF COACHELLA**
**BID REGISTER**

**NAME OF PROJECT:** WATER METER EXCHANGE PROJECT 2021 BID OPENING 8:54 am

BID OPENING DATE: AUGUST 23 2021 C.E. TIME: : p.m. C.E.

| BID NO. | COMPANY NAME | RECEIVED TIME | RECEIVED BY | COMMENTS | AMOUNT |
|---|---|---|---|---|---|
| 1 | Tri-star Contracting II | Aug 18 2:35 pm | Joann Lopez | | $ 95,200.00 |
| 2 | R.E Chafee | Aug 19 11:45 am | Joann Lopez | | $ 102,400.00 |
| 3 | Stateside Services | Aug 19 12:17 pm | Joann Lopez | | $ 187,760.00 |
| 4 | Golden Meter Service | Aug 19 12:50 pm | Joann Lopez | | $ 100,000.00 |
| 5 | JC Tuckmar INC | Aug 19 1:37 pm | Joann Lopez | | $ 78,040.00 |
| 6 | Desert Concepts | Aug 19 1:52 pm | Joann Lopez | | $ 192,000.00 |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |

NUMBER OF BIDS FILED BY OPENING TIME: 6 BIDS RECEIVED BY: J. Lopez TITLE: _____

x Castulo R. Estrada
Utilities Manager

x Joann Lopez
Water Superintendent.

# AGREEMENT

WATER METER EXCHANGE PROJECT

This Contract is made this _____ day of _____, 2021, between the City of Coachella (“CITY”) and JC Tuckmar Inc. ("Contractor") for performance of the following public work of improvement Water Meter Exchange Project (the "Project” or the “Work"), which shall be performed in accordance with the all plans, specifications and other contract documents attached to or incorporated into this Agreement.

## SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

Replacement of domestic water meters located throughout the City service area.

Without limiting the foregoing description, Contractor’s scope of work includes, but is not limited to, the following:

1. Submit any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 working days after the date City issues a Notice to Proceed and before the preconstruction meeting.

2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.

3. Protect all materials to be used in the Work in accordance with the specifications.

4. Protect existing facilities and personal property.

5. Attend a preconstruction conference with City to discuss schedule, access, sequence of work, and other issues.

6. If requested by CITY, prepare and submit a written daily activity report to CITY for each day on which work is performed, including weekends and holidays when worked, and submit reports to CITY no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subContractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.

7. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.

8. Coordinate with owner-scheduled events.

9. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.

10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Contract by this reference:

Notice Inviting Bids
Instructions to and Information for Bidders
Bid Forms
Insurance Requirements (Attachment A)
Non-Collusion Declaration
Public Works Contractor Registration Certification
Payment and Performance Bonds
Addenda
Standard Specifications for Public Works Construction (the “Green Book”), excluding Sections 1 through 9, most recent version
City Standard Specifications and Procedures, most recent version
Change orders issued in accordance with the Contract Documents

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Special Conditions, Contract, Insurance Requirements, Technical Specifications, Plans, Standard Specifications, Information for Bidders, Notice Inviting Bids.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

**SECTION 2 - PRICE**

A. CITY agrees to pay, and Contractor agrees to accept, the sum of **Seventy Eight Thousand and Forty Dollars** (**$78,040.00**) (the “Contract Price”) subject to adjustments for changes in the work as may be directed in writing by CITY, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. CITY shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent retention. CITY shall release the retained funds (less any amounts

in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date CITY accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by CITY to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by CITY, for unit price items listed, if any, in the Bid Form. Following CITY's acceptance of the Work, the Contractor shall submit to CITY a written statement of the final quantities of unit price items for inclusion in the final payment request. CITY shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to CITY, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136 and 8138) on behalf of itself, subContractors and suppliers that furnished labor, material, equipment or services to the Project.

**SECTION 3 - ENTIRE AGREEMENT**

This Contract represents the entire agreement between CITY and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

**SECTION 4 - TIME**

A. Contractor shall complete the Project no later than **Thirty (30) calendar days** following CITY's issuance of the Notice to Proceed (the "Contract Time").

B. Contractor shall provide CITY with scheduling information in a form acceptable to CITY, including any changes made by CITY in the scheduling of work. Contractor shall coordinate its work with that of all other Contractors, subContractors and suppliers so as not to delay or damage their performance.

C. If Contractor fails to complete the Project within the Contract Time, CITY will sustain damage. It is and will be impracticable to determine the actual damage which CITY will sustain in the event of and by reason of such delay; therefore, Contractor will pay to CITY the sum of $50 for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that CITY may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, CITY shall have the right to extend the Contract Time or not, as may seem best to serve the interest of CITY; and if it decides to extend Contract Time, CITY shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual

cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subContractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify CITY, in writing of the causes of delay. CITY shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of CITY, Contractor must give CITY written notice of the commencement of delay within three (3) days of its occurrence.

**SECTION 5 - LABOR**

A. Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subContractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, CITY has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of CITY, and shall be made available for viewing to any interested party upon request. The Contractor and each subContractor shall forfeit as a penalty to CITY not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subContractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subContractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subContractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subContractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subContractor does not comply after

such ten (10)-day period, the Contractor shall, as a penalty to CITY, forfeit One Hundred Dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subContractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

D. Hours Of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subContractor shall forfeit, as penalty to CITY, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any subContractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

2. The Contractor shall perform all work during the hours of 6:30 a.m. to 5:00 p.m., Monday through Friday unless otherwise authorized by CITY in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from CITY. The request must be received at least two (2) working days in advance of any work. No work will be allowed on CITY Holidays except in the case of an emergency. A listing of CITY holidays is on file in the office of CITY. If Contractor requests overtime work in which CITY will incurs costs, Contractor shall be responsible for payment of CITY's costs incurred in connection with the overtime work. CITY will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, CITY may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

E. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

F. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Utilities Department a certification in the following form:

"I am aware of the provisions of section 3700 of the 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 before commencing the performance of the work of this contract."

G. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

**SECTION 6 - CHANGES IN WORK**

A. Contractor shall make no changes in the Work without written direction from CITY. Contractor shall not be compensated for any change made without CITY's written direction. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.

B. If CITY directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

2. By a combination of existing and new unit prices and related quantities for the changed work;

3. Time and Materials, calculated as set forth in Section 6(C), below; or

4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, SubContractor or other forces) from supplier thereof.

3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

   (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.

   (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of

applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(c) Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools.

4. Work Performed by Special Forces or Other Special Services: When CITY and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any SubContractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead Defined. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead And Profit For Time And Materials. For work Contractor performs on Time and Materials at CITY's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

(a) Overhead and profit on labor shall be fifteen percent (15%).

(b) Overhead and profit on materials shall be fifteen percent (10%).

(c) Overhead and profit on equipment rental shall be ten percent (10%).

(d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined

in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

(e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If CITY directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, CITY will make a reasonable adjustment to the Contract Time.

**SECTION 7 - CLAIMS AND DISPUTES**

A. If any dispute shall arise between CITY and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to CITY within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between CITY and Contractor, disputes for $375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. CITY shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims CITY may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. CITY's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than $375,000, CITY shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes CITY's response, or if CITY fails to respond within the statutory time period(s), the claimant may so notify CITY within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, CITY shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by CITY, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Contract shall be Riverside County, California.

H. Pursuant to Public Contract Code section 9201, CITY shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

**SECTION 8 - INSPECTION AND PROTECTION OF WORK**

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by CITY.

B. All Work shall be inspected by CITY. The charges for inspection shall be in accordance with CITY's regulations. If CITY is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to CITY. Work performed without inspection shall be rejected.

C. Contractor shall make the work accessible at all reasonable times for inspection by CITY. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by CITY.

D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, CITY shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

E. CITY may reject materials or Work that does not meet the requirements of the Contract Documents. If CITY does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to CITY.

**SECTION 9 - ASSIGNMENT AND SUBCONTRACTING**

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. No subContractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. No subContractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subContractor on the Project. The Contractor is prohibited from performing work on the Project with a subContractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to CITY, the subContractor shall be removed immediately on the request of CITY in the manner required by law and shall not again be employed on the work.

E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of CITY, which consent may be withheld in CITY's sole and absolute discretion.

**SECTION 10 - TERMINATION**

A. Should Contractor fail within seven (7) calendar days from receipt of CITY's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of CITY, or failure to pay its creditors, CITY may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, CITY shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of CITY's corrective action, including reasonable overhead, profit and attorneys' fees.

B. CITY may at any time terminate the Contract at CITY's convenience upon five (5) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to CITY's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against CITY for any additional compensation or damages in the event of such termination.

C. If CITY terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

**SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION**

A. CITY and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of CITY's officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of CITY's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnified party. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

D. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by CITY until disposition has been made of such suits or claims for damage.

**SECTION 12 - BONDS AND INSURANCE**

A. Bonds.

1. Within fifteen (15) working days after being notified of the award of the contract, and before CITY will execute this Agreement, the Contractor shall furnish and file with CITY Performance and Payment Surety bonds as set forth below.

2. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to CITY conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance.

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to CITY within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by CITY.

**SECTION 13 - WARRANTY**

Contractor warrants to CITY that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Article shall not limit CITY's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. CITY specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

**SECTION 14 - LAWS TO BE OBSERVED**

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify CITY, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by CITY's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to CITY in writing.

C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

**SECTION 15 - CLEAN-UP**

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, CITY may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

**SECTION 16 - STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT**

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

## SECTION 18 - MISCELLANEOUS

A. Existing Utilities.

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require CITY to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to CITY may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence “potholing” or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify CITY before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor’s attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: “When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-upon time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time.” The Contractor shall notify CITY in advance of this meeting.

If the Contractor is required to locate, repair damage not due to the Contractor’s failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by CITY and the owners of underground facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify CITY in writing of any:

   (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law,

   (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or

   (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

2. Contractor shall give Notice in accordance with the Change Order provisions above.

3. CITY shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

5. In the event a dispute arises between CITY and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subContractors shall establish and maintain records pertaining to this Contract. Contractor’s and subContractors’ accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

2. Contractor shall permit CITY and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. CITY further reserves the right to examine and re-

examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

D. Clayton Act and Cartwright Act.

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subContractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subContractors hereby offer and agree to assign to CITY all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when CITY tenders final payment to the Contractor without further acknowledgement by the parties.

E. Contractor Supervision.

The Contractor shall provide competent supervision and staffing of the Work as approved by CITY. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

F. Character Of Workers.

If persons employed by the Contractor, including any subContractors, shall appear to CITY to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of CITY, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by CITY, other agencies or other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. CITY reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

H. Notices.

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

| **CITY OF COACHELLA:** | **CONTRACTOR:** |
|---|---|
| 53462 Enterprise Way | [**INSERT ADDRESS |
| Coachella, CA 92236 | INSERT ADDRESS**] |
| Attn: Castulo Estrada, Utilities Manager | Attn: [**INSERT NAME**] |

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF COACHELLA**

By: _____

Printed Name: _____

Title: _____

Dated: _____

**[**INSERT CONTRACTOR NAME**]:**

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Title: _____
(Attach Acknowledgment for Authorized Representative of Contractor)

License No.: _____

Dated: _____

# ATTACHMENT A
# INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. Contractor shall require and verify that all subContractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subContractor to commence work on any subcontract until it has provided evidence to CITY that the subContractor has secured all insurance required under this Section.

2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract 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 Contract and shall verify subContractors' compliance. Contractor's and subContractors' 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) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

   (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1 Million per occurrence, $2 Million aggregate 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 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation: statutory limits. Employer's Liability limits of $1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

   (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with CITY. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or

reduction of coverage, file with CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract 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 Contractor or CITY may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may suspend or terminate this Agreement.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, CITY, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects CITY, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY, before CITY's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by 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 include or be endorsed (amended) to state that: (1) 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 CITY, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, 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 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. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against CITY, its

directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

(i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to CITY and all additional insureds,

(ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to CITY and any other additional insureds,

(iii) standard separation of insureds provisions,

(iv) no special limitations on the scope of protection afforded to CITY, and all additional insureds,

(v) waiver of any right of subrogation of the insurer against CITY, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against CITY or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subContractors.

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

5. Claims Made Policies. Claims made policies are not acceptable.

6. SubContractor Insurance Requirements. Contractor shall not allow any subContractors to commence work on any subcontract relating to the work under the Contract until Contractor has verified that the subContractor has provided evidence to CITY that they have secured all insurance required under this Section. If requested by Contractor, CITY may approve different scopes or minimum limits of insurance for particular subContractors. The Contractor and CITY shall be named as additional insureds on all subContractors' policies of Commercial General Liability Insurance.

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

8. Verification of Coverage. Contractor shall furnish CITY with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to 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. All certificates and endorsements must be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Reservation of Rights. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**END OF INSURANCE REQUIREMENTS**

**SCOPE OF SERVICES**

**CWA Meter Exchange Project**

**Service Agreement**

The City of Coachella Utilities Department operations and maintains a State of California permitted public water system and has approximately 8,800 service connections.

## 1 Introduction

### 1.1 General

The City of Coachella (CWA) intends to replace the existing end of life 3/4 - 3G Master Meters for approximately 800 meters with a scaled 4G LCD Digital Allegro Master Meters. The City will be soliciting statement of qualifications and submitted proposals to qualify for this water meter replacement service contract. The bids will be evaluated by the Utilities Department and the contract will be awarded to the responsive and responsible pre-qualified contractor offering the lowest price bid.

### 1.2 Summary Scope of work

The 800 meters are located throughout the City of Coachella's distribution system service area which comprises of two different zones with individual routes for each zone. 95% residential and 5% commercial. The City service connections consist of 10% copper and 90% polyethylene. The Angle meter valves mostly consist of Insta-tite CTS service connections and brass compression fittings ranging from 3/4 inch to 1 inch.

The basic components of the service sought by the City include the following:

- Replacement of existing 3/4 Inch meters with new 3/4 Inch allegro Master Meters. A total of 800, non-responsive Master Meters.
- Coordination, scheduling, communications, and documentation of all installation services.
- Project management to ensure all products and services are coordinated.

Contractor shall have a California (CA) General A Contractor's license, general liability insurance, City of Coachella business license and a W9 ready for submittal. A copy of the contractor's license is required.

## 2. Installation

The contractor shall describe the installation methods, train the installation service provider, manage the installation performance, and be responsible for the quality control and quantity assurance of the installation.

### 2.1 Time line

Total quantity of replacements may change due to the timing of the bid, timing of the work to begin, and meters replaced for failure between those time frames. The designated start date will be TBD and the work is expected to be finalized by TBD.

## 2.2 Contractor work schedule

The contractor will not be permitted to work on holidays or weekends. The contractor's working schedules shall be Monday through Friday, with a start time of 6:30 AM. The contractor is expected to provide a weekly project update and a daily location report to the project coordinator and project manager.

## 2.3 Organizational Chart

The contractor shall provide an organizational chart of proposed personnel for the project and assigned roles.

## 3 Specifications

- All work shall be constructed in accordance with the City of Coachella water Authority standard specifications for construction of domestic Water Systems (standard specifications).
- Any repair occurring within three feet of the outlet of the outside of the meter shall be the contractor responsibility. The contractor is expected to make repairs, and or standard plumbing adjustments, to properly install the meter. Repairs may include but are not limited to broken couplings, valves, fittings, and pipe. Contractor shall make repairs within the material specified in the cities approved materials list at no expense to the City or customers.
- Breakage to the cities lines shall be reported immediately to the project coordinator. Contractor is not to work on the main side of meter and contractor will not be authorized to operate cities main line gate valves to make repairs. Should a shutdown be required, only an authorized City employee can be utilized to perform this task. All cost for repairs performed by City personnel will be billed directly to the contractor.
- Any damages by the contractor including but not limited to the landscaping, personal property, cement or pavement shall be replaced or repaired by the contractor at the contractor's expense prior to final payment by the City. Contractors shall provide the City personnel access to all work times.
- CWA will supply all new meters, meter gaskets and bushings for the project. CWA will also supply meter boxes, lids, and covers as needed for the replacement of inoperable components. Meters, gaskets, bushings and box components will be provided by CWA are to be installed by the contractor. All parts provided by CWA shall be scheduled with the project coordinator and shall be picked up at the CWA corporate office located at 53-462 Enterprise way, Coachella CA 92236. The corporate office will provide a staging area for the contractor which facilitates restroom access, A/C power and old meter drop off which CWA will collect at the staging area and will be responsible for after collection.
- CWA will provide all documentation for the project which includes meter change out work order forms with complete addresses, route number, MXU and serial number information of the existing meter and will also include a

section for the new meter information which the contractor will provide after every meter change out.

- CWA will provide contractor route location maps and CWA personnel on-site assistance for locating difficult to find meters. All meters are located in residential areas in landscape and concrete installations.

## 4 Meter Replacement Procedures

**4.1 Setting Identification** – Upon arrival to each designated meter installation site, installer shall match the site address to the MXU number and Serial number of the meter on the CWA meter replacement work order form (work order) and the meter in the box. If the numbers in the box match, the installer may proceed. Should there be a discrepancy on the work order and MXU and the subject meter number, installer shall verify site location, note discrepancy on provided work orders and notify the project coordinator immediately. The project coordinator will review the account and provide further instructions.

**4.2 Customer contact** – Installer shall contact the customer by knocking on customer's door and advising them of the nature of their visit explaining that the water service will be interrupted for a short period of time in order to complete the work. If no one comes to the customer's door and movement on the meter is present, the installer shall delay setting the meter temporarily and return a short time later. If it appears that no one is home and the meters is not indicating flow, installer shall proceed with the exchange. In cases where the customer refuses to have the meter replaced, Contractor is to skip replacement, Make a note on the work order, and report to CWA within 24 hours.

**4.3 Isolation at house** – To prevent water drainage into the meter box, the contractor shall attempt to isolate the customer's line first inside the meter box at the customer's valve and second at the house valve. After customer's notification, if the customer's valve is not working, the installer shall locate customer's house shut- off valve, evaluate the condition of house valves and close the house valve prior to meter replacement if possible. (Debris in meter box should be removed prior to disruption of valve service, 50% of the meter boxes in the system may require some soil removal due to gophers and common soil intrusion). Care should be taken when operating customer's valve and house valve. Do not use extreme force to close. If valve is not operating, change meter with valve open and evacuate water drainage. All debris from meter box shall be removed prior to leaving each job site. 90% of customer service piping material are of PVC and the rest a variety of copper, galvanized and brass. Any damages to house valves shall be billed to contractor.

**4.4 Isolation at angle stop** – Installer shall place safety cones at curb and walk way. Installer shall then shut off the angle meter stop taking care not to make abrupt movements which may damage angle stop. NOTE: if angle stop is frozen or difficult to operate do not force, skip installation and report to CWA. If angle stop is frozen or difficult to operate do not force, skip installation and report to CWA. IF angle stop is in the off position prior to removal of meter, angle stop will need to be put back in the off

position after new meter has been installed and the line has been flushed. Note on work order angle stop was found and left off.

**4.5 Removal of meter** – The existing domestic water meter should be removed with care and be sure to remove the old gaskets and any residual gasket materials. Please note that all old meters need to be saved and returned to CWA. Some soil clearance in the meter box may be required so that the contractor can safely accommodate for the removal process. All waste resulting from the clearing of a meter box as well as replacing the gaskets and lids must be cleaned up and disposed of properly by the contractor and will be the responsibility of the contractor to dispose of such material at a City approved location.

**4.6 Installation of new meter** – make certain the arrow on water meter is pointing in the direction of water flow, place the new gaskets in the coupling and thread the couplings on both sides in a clock wise direction. Add a new gaskets at the 3/4 inch to 7/8 inch bushing connections. No Teflon or ant-seize is required for these meter installations.

**4.7 Flushing of line** – Installer should fully open the nearest hose bib at the house then slowly open the angle stop. Check for leaks at the couplings. Close the hose bib after the angle stop valve has been opened fully and leak inspection is complete. Note: Any damages to fixtures due to improper flushing will be billed to contractor.

**4.8 Recording information** – after meter installation has been completed, including flushing and inspection to assure meter is free from leaks. The installer shall then observe the meter to detect any consumption. If the installer observes continued consumption, (at vacant residence) installer will turn water to the off position and notify the project coordinator immediately. The installer shall record all essential replacement information on the individual work order provided. Installer shall record the old meter reading, new meter MXU, date of the meter exchange and the installers name on the work order. Completed work order sheets shall be submitted to the project coordinator daily. Meter replacement data collected from the contractor will be entered into the City software data base which the City will be responsible for.

**4.9 Customer notice** – Should the customer be home during installation of the meter, installer shall notify customer that the work has been completed.

**4.10 Clean up** – Contractor shall make every effort to restore site to its original condition. This shall include cleanup of all debris (in and outside the box). Maintenance of foliage/trees with minimal damage, etc.

**4.11 Workday completion** – at the end of each workday, and no later than the morning of the next business day the contractor shall transmit the completed work orders and any notes regarding the installations to the project coordinator. Removed meters will be returned to CWA, Location of returned meters will be determined by the project coordinator. Care should be given to all old meters, damaged or not. A fee will be charged to the project coordinator for each unreturned meter.

**EXHIBIT "B"**

**METER EXCHANGE DATA SHEET**

**CURRENT UNRESPONSIVE METERS FROM THE CITY OF COACHELLA DISTRIBUTION SYSTEM**

Specific addresses may vary slightly by the beginning of the contracted work.

| No. | Meter ID | Serial Number | Meter Size | Location Address | Sub Zone No. | EMT Description |
|---|---|---|---|---|---|---|
| 1 | 5388594 | 5783487 | 0.75 | 1441 3RD ST & 1455 3 | 1 | 3G Water Meters |
| 2 | 5388651 | 5783296 | 0.75 | 1265 A & 4TH ST B | 1 | 3G Water Meters |
| 3 | 5389217 | 5783294 | 0.75 | 1653 3RD ST | 1 | 3G Water Meters |
| 4 | 5390290 | 5783467 | 0.75 | 615 PALM | 1 | 3G Water Meters |
| 5 | 7141280 | 8643678 | 0.75 | 1243 4TH ST | 1 | 3G Water Meters |
| 6 | 7273543 | 8668735 | 0.75 | 1445 4TH ST | 1 | 3G Water Meters |
| 7 | 7275852 | 8668736 | 0.75 | 1542 3RD ST | 1 | 3G Water Meters |
| 8 | 7616739 | 8158005 | 0.75 | 656 ORCHARD | 1 | 3G Water Meters |
| 9 | 7619389 | 8158006 | 0.75 | 1301 4TH ST | 1 | 3G Water Meters |
| 10 | 7687277 | 9355106 | 0.75 | 1331 3RD ST | 1 | 3G Water Meters |
| 11 | 7699579 | 9293538 | 0.75 | 1640 3RD ST | 1 | 3G Water Meters |
| 12 | 7730945 | 9335481 | 0.75 | 1658 4TH ST | 1 | 3G Water Meters |
| 13 | 7834169 | 9487050 | 0.75 | 1379 3RD ST | 1 | 3G Water Meters |
| 14 | 7937531 | 9791286 | 0.75 | 1467 4TH ST | 1 | 3G Water Meters |
| 15 | 10163306 | 9938790 | 0.75 | 666 PALM | 1 | 3G Water Meters |
| 16 | 10163590 | 9938768 | 0.75 | 625 ORCHARD | 1 | 3G Water Meters |
| 17 | 10285623 | 10039222 | 0.75 | 1609 3RD ST | 1 | 3G Water Meters |
| 18 | 10290475 | 10039159 | 0.75 | 663 ORCHARD | 1 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 19 | 10619777 | 10290310 | 0.75 | 1576 3RD ST | 1 | 3G Water Meters |
| 20 | 10862573 | 5288053 | 0.75 | 1205 4TH ST | 1 | 3G Water Meters |
| 21 | 11733379 | 8751047 | 0.75 | 1457 4TH ST | 1 | 3G Water Meters |
| 22 | 11740795 | 8158026 | 0.75 | 1458 4TH ST | 1 | 3G Water Meters |
| 23 | 11785517 | 9407645 | 0.75 | 1565 3RD ST | 1 | 3G Water Meters |
| 24 | 11797642 | 9700277 | 0.75 | 1336 4TH ST | 1 | 3G Water Meters |
| 25 | 11798332 | 9700279 | 0.75 | 1365 3RD ST | 1 | 3G Water Meters |
| 26 | 11798483 | 9700320 | 0.75 | 1389 5TH ST | 1 | 3G Water Meters |
| 27 | 11798545 | 9700381 | 0.75 | 85735 HWY 111 | 1 | 3G Water Meters |
| 28 | 11798579 | 9700263 | 0.75 | 1557 4TH ST | 1 | 3G Water Meters |
| 29 | 11798627 | 9700260 | 0.75 | 767 & ORCHARD AV 739 | 1 | 3G Water Meters |
| 30 | 11799652 | 9293433 | 0.75 | 708 PALM | 1 | 3G Water Meters |
| 31 | 12218265 | 10635168 | 0.75 | 1264 4TH ST | 1 | 3G Water Meters |
| 32 | 5038820 | 5659409 | 0.75 | 1667 6TH ST | 2 | 3G Water Meters |
| 33 | 5391603 | 5783371 | 0.75 | 1554 2ND ST | 2 | 3G Water Meters |
| 34 | 5391774 | 5762860 | 0.75 | 1478 2ND ST | 2 | 3G Water Meters |
| 35 | 5399023 | 5783341 | 0.75 | 1443 2ND ST | 2 | 3G Water Meters |
| 36 | 7285928 | 8668734 | 0.75 | 437 VINE | 2 | 3G Water Meters |
| 37 | 7583794 | 8728682 | 0.75 | 1350 2ND ST | 2 | 3G Water Meters |
| 38 | 7760351 | 9416491 | 0.75 | 1650 1ST ST | 2 | 3G Water Meters |
| 39 | 7879242 | 9660623 | 0.75 | 880 VINE | 2 | 3G Water Meters |
| 40 | 7927341 | 9777795 | 0.75 | 1319 2ND ST | 2 | 3G Water Meters |
| 41 | 10260149 | 10039115 | 0.75 | 85610 GRAPEFRUIT | 2 | 3G Water Meters |
| 42 | 10731322 | 10314035 | 0.75 | 1360 2ND ST | 2 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 43 | 11611331 | 8751104 | 0.75 | 1478 1ST ST | 2 | 3G Water Meters |
| 44 | 11797338 | 9700258 | 0.75 | 1491 2ND ST | 2 | 3G Water Meters |
| 45 | 11798571 | 9700278 | 0.75 | 1408 2ND ST | 2 | 3G Water Meters |
| 46 | 11822695 | 9416492 | 0.75 | 1378 2ND ST | 2 | 3G Water Meters |
| 47 | 11978837 | 9777790 | 0.75 | 1543 2ND ST | 2 | 3G Water Meters |
| 48 | 4621398 | 5218551 | 0.75 | 1398 6TH ST | 4 | 3G Water Meters |
| 49 | 5389823 | 5783488 | 0.75 | 1283 9TH ST | 4 | 3G Water Meters |
| 50 | 5389976 | 5783423 | 0.75 | 1305 PENDLETON WAY | 4 | 3G Water Meters |
| 51 | 5390358 | 5762879 | 0.75 | 85175 BAGDAD | 4 | 3G Water Meters |
| 52 | 5391191 | 5783489 | 0.75 | 1295 PENDLETON WAY | 4 | 3G Water Meters |
| 53 | 5391533 | 5783490 | 0.75 | 1604 6TH ST | 4 | 3G Water Meters |
| 54 | 5391602 | 5783532 | 0.75 | 1 HARRISON 6TH ST( & | 4 | 3G Water Meters |
| 55 | 5396972 | 5783580 | 0.75 | 1003 GRAPEFRUIT | 4 | 3G Water Meters |
| 56 | 7583751 | 8715138 | 0.75 | 1091 DATE | 4 | 3G Water Meters |
| 57 | 7617255 | 8158060 | 0.75 | 1413 6TH ST | 4 | 3G Water Meters |
| 58 | 7674221 | 9242323 | 0.75 | 1040 TRIPOLI WAY | 4 | 3G Water Meters |
| 59 | 7684235 | 9577065 | 0.75 | 1551 8TH ST | 4 | 3G Water Meters |
| 60 | 7685445 | 9355115 | 0.75 | 1105 PENDLETON WAY | 4 | 3G Water Meters |
| 61 | 7703593 | 9293569 | 0.75 | 1641 8TH ST | 4 | 3G Water Meters |
| 62 | 7712028 | 9700409 | 0.75 | 1295 6TH ST | 4 | 3G Water Meters |
| 63 | 7735255 | 9293473 | 0.75 | 1030 6TH ST | 4 | 3G Water Meters |
| 64 | 7747457 | 9366226 | 0.75 | 1628 7TH ST | 4 | 3G Water Meters |
| 65 | 7748921 | 9366216 | 0.75 | 1064 VINE | 4 | 3G Water Meters |
| 66 | 7749371 | 9367882 | 0.75 | 963 GRAPEFRUIT | 4 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 67 | 7804112 | 9474496 | 0.75 | 1597 9TH ST | 4 | 3G Water Meters |
| 68 | 7862105 | 8866674 | 0.75 | 1257 & 9TH ST 61 | 4 | 3G Water Meters |
| 69 | 7880470 | 9660662 | 0.75 | 1336 6TH ST | 4 | 3G Water Meters |
| 70 | 7936789 | 9777792 | 0.75 | 1460 6TH ST | 4 | 3G Water Meters |
| 71 | 7937656 | 9791182 | 0.75 | 1350 6TH ST | 4 | 3G Water Meters |
| 72 | 7938152 | 9777794 | 0.75 | 1237 8TH ST | 4 | 3G Water Meters |
| 73 | 7958234 | 9743817 | 0.75 | 1253 9TH ST | 4 | 3G Water Meters |
| 74 | 7959770 | 9743815 | 0.75 | 1609 7TH ST | 4 | 3G Water Meters |
| 75 | 7960132 | 9743824 | 0.75 | 1528 8TH ST | 4 | 3G Water Meters |
| 76 | 7970561 | 9743822 | 0.75 | 1516 8TH ST | 4 | 3G Water Meters |
| 77 | 8509303 | 9474594 | 0.75 | 1307 6TH ST | 4 | 3G Water Meters |
| 78 | 10160887 | 9938745 | 0.75 | 1254 7TH ST | 4 | 3G Water Meters |
| 79 | 10342893 | 10173339 | 0.75 | 85980 GRAPEFRUIT | 4 | 3G Water Meters |
| 80 | 10381649 | 5218158 | 0.75 | 1321 6TH ST | 4 | 3G Water Meters |
| 81 | 10841909 | 10541419 | 0.75 | 85995 GRAPEFRUIT | 4 | 3G Water Meters |
| 82 | 11732774 | 8751050 | 0.75 | 1590 6TH ST | 4 | 3G Water Meters |
| 83 | 11740671 | 8158027 | 0.75 | 1105 VINE | 4 | 3G Water Meters |
| 84 | 11741266 | 8158132 | 0.75 | 1043 VINE | 4 | 3G Water Meters |
| 85 | 11798175 | 9700357 | 0.75 | 1296 7TH ST | 4 | 3G Water Meters |
| 86 | 11821353 | 9407644 | 0.75 | 1212 7TH ST | 4 | 3G Water Meters |
| 87 | 4623519 | 5218550 | 0.75 | 53450 TYLER 51 | 5 | 3G Water Meters |
| 88 | 5065891 | 5783319 | 0.75 | 85555 VINETA LN | 5 | 3G Water Meters |
| 89 | 5099069 | 5762902 | 0.75 | 85619 HILL ST | 5 | 3G Water Meters |
| 90 | 5389800 | 5783331 | 0.75 | 53450 TYLER 48 | 5 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 91 | 5390106 | 5783497 | 0.75 | 85627 HILL ST | 5 | 3G Water Meters |
| 92 | 5390250 | 5783424 | 0.75 | 53450 TYLER 60 | 5 | 3G Water Meters |
| 93 | 5390339 | 5783448 | 0.75 | 51705 GENOA | 5 | 3G Water Meters |
| 94 | 5392350 | 5783476 | 0.75 | 85546 AVE 52 | 5 | 3G Water Meters |
| 95 | 5392705 | 5762798 | 0.75 | 85536 NILE LN | 5 | 3G Water Meters |
| 96 | 5662656 | 7271543 | 0.75 | 51636 GENOA | 5 | 3G Water Meters |
| 97 | 5725117 | 7369666 | 0.75 | 51885 GENOA | 5 | 3G Water Meters |
| 98 | 7674219 | 9242322 | 0.75 | 85536 SYLMAR LN | 5 | 3G Water Meters |
| 99 | 7674874 | 9242336 | 0.75 | 51821 SUNSET DR | 5 | 3G Water Meters |
| 100 | 7681750 | 9577055 | 0.75 | 51748 GENOA | 5 | 3G Water Meters |
| 101 | 7683242 | 9577080 | 0.75 | 85646 AVE 52 | 5 | 3G Water Meters |
| 102 | 7698166 | 9700359 | 0.75 | 85555 BAGDAD ST | 5 | 3G Water Meters |
| 103 | 7705308 | 9700298 | 0.75 | 51741 CALLE PERA | 5 | 3G Water Meters |
| 104 | 7706029 | 9293568 | 0.75 | 53480 TYLER | 5 | 3G Water Meters |
| 105 | 7712113 | 9293402 | 0.75 | 85535 VINETA LN | 5 | 3G Water Meters |
| 106 | 7747700 | 9366289 | 0.75 | 53440 TYLER | 5 | 3G Water Meters |
| 107 | 7748774 | 9366277 | 0.75 | 85625 CALLE LIMON | 5 | 3G Water Meters |
| 108 | 7749046 | 9366225 | 0.75 | 51926 SUNSET DR | 5 | 3G Water Meters |
| 109 | 7749376 | 9367892 | 0.75 | 51883 CAMINO CORTO | 5 | 3G Water Meters |
| 110 | 7752463 | 9366260 | 0.75 | 85612 CALLE LIMON | 5 | 3G Water Meters |
| 111 | 7754359 | 9416505 | 0.75 | 85516 NILE LN | 5 | 3G Water Meters |
| 112 | 7754649 | 9416490 | 0.75 | 51717 CALLE PERA | 5 | 3G Water Meters |
| 113 | 7821429 | 9487053 | 0.75 | 53450 TYLER 67 | 5 | 3G Water Meters |
| 114 | 7837719 | 9487055 | 0.75 | 85556 NAPOLI LN | 5 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 115 | 7857951 | 9660651 | 0.75 | 85637 CALLE LIMON | 5 | 3G Water Meters |
| 116 | 7871783 | 9660660 | 0.75 | 85515 SYLMAR LN | 5 | 3G Water Meters |
| 117 | 7874752 | 9660666 | 0.75 | 85660 CALLE LIMON | 5 | 3G Water Meters |
| 118 | 7875130 | 9660663 | 0.75 | 85546 NILE LN | 5 | 3G Water Meters |
| 119 | 7892771 | 9791258 | 0.75 | 53450 TYLER 56 | 5 | 3G Water Meters |
| 120 | 7936762 | 9791351 | 0.75 | 51855 SUNSET DR | 5 | 3G Water Meters |
| 121 | 7937496 | 9777377 | 0.75 | 85690 CALLE LIMON | 5 | 3G Water Meters |
| 122 | 7937633 | 9777718 | 0.75 | 51740 CALLE PERA | 5 | 3G Water Meters |
| 123 | 7937995 | 9777694 | 0.75 | 51936 SUNSET DR | 5 | 3G Water Meters |
| 124 | 7938151 | 9777832 | 0.75 | 51875 SUNSET DR | 5 | 3G Water Meters |
| 125 | 7938186 | 9791261 | 0.75 | 53450 TYLER 82 | 5 | 3G Water Meters |
| 126 | 7938393 | 9777638 | 0.75 | 51800 SUNSET DR | 5 | 3G Water Meters |
| 127 | 7938514 | 9777785 | 0.75 | 85516 VINETA LN | 5 | 3G Water Meters |
| 128 | 7938516 | 9791190 | 0.75 | 85565 BAGDAD ST | 5 | 3G Water Meters |
| 129 | 7938619 | 9777695 | 0.75 | 85526 NAPOLI LN | 5 | 3G Water Meters |
| 130 | 7939158 | 9791262 | 0.75 | 85535 NAPOLI LN | 5 | 3G Water Meters |
| 131 | 7939166 | 9777658 | 0.75 | 85545 NAPOLI LN | 5 | 3G Water Meters |
| 132 | 7939484 | 9791259 | 0.75 | 53450 TYLER 73 | 5 | 3G Water Meters |
| 133 | 7940540 | 9777837 | 0.75 | 85556 NILE LN | 5 | 3G Water Meters |
| 134 | 7943113 | 9743771 | 0.75 | 53492 TYLER | 5 | 3G Water Meters |
| 135 | 7951636 | 9791347 | 0.75 | 51815 GENOA | 5 | 3G Water Meters |
| 136 | 7957043 | 9743814 | 0.75 | 85628 AVE 52 | 5 | 3G Water Meters |
| 137 | 7957100 | 9674894 | 0.75 | 53450 TYLER 68 | 5 | 3G Water Meters |
| 138 | 7958097 | 9743777 | 0.75 | 53450 TYLER 45 | 5 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 139 | 7960904 | 9743778 | 0.75 | 53450 TYLER 61 | 5 | 3G Water Meters |
| 140 | 8509217 | 9474576 | 0.75 | 51856 SUNSET DR | 5 | 3G Water Meters |
| 141 | 8509219 | 9474597 | 0.75 | 85526 SYLMAR LN | 5 | 3G Water Meters |
| 142 | 10157305 | 9938716 | 0.75 | 51965 SUNSET DR | 5 | 3G Water Meters |
| 143 | 10321804 | 10039151 | 0.75 | 53510 TYLER | 5 | 3G Water Meters |
| 144 | 10322077 | 10039130 | 0.75 | 85526 AVE 52 | 5 | 3G Water Meters |
| 145 | 11732649 | 8750992 | 0.75 | 85525 NAPOLI LN | 5 | 3G Water Meters |
| 146 | 11740989 | 8158034 | 0.75 | 51935 SUNSET DR | 5 | 3G Water Meters |
| 147 | 11741540 | 9255053 | 0.75 | 85688 HILL ST | 5 | 3G Water Meters |
| 148 | 11742178 | 9255112 | 0.75 | 85672 CALLE LIMON | 5 | 3G Water Meters |
| 149 | 11797947 | 9700384 | 0.75 | 85505 SYLMAR LN | 5 | 3G Water Meters |
| 150 | 11797954 | 9628729 | 0.75 | 85536 NAPOLI LN | 5 | 3G Water Meters |
| 151 | 11798126 | 9628728 | 0.75 | 51866 GENOA | 5 | 3G Water Meters |
| 152 | 11798145 | 9700354 | 0.75 | 85566 NAPOLI LN | 5 | 3G Water Meters |
| 153 | 11798178 | 9628726 | 0.75 | 85649 CALLE LIMON | 5 | 3G Water Meters |
| 154 | 11798265 | 9628727 | 0.75 | 51896 SUNSET DR | 5 | 3G Water Meters |
| 155 | 11799303 | 9700356 | 0.75 | 85556 SYLMAR LN | 5 | 3G Water Meters |
| 156 | 11799334 | 9700396 | 0.75 | 85692 HILL ST | 5 | 3G Water Meters |
| 157 | 12148669 | 10541164 | 0.75 | 53381 HWY 111 | 5 | 3G Water Meters |
| 158 | 4617776 | 5218534 | 0.75 | 85415 ARABY AVE | 6 | 3G Water Meters |
| 159 | 4618223 | 5218537 | 0.75 | 85256 MEDINA | 6 | 3G Water Meters |
| 160 | 4620436 | 5218020 | 0.75 | 85346 ARABY AVE | 6 | 3G Water Meters |
| 161 | 4620740 | 5218021 | 0.75 | 85071 DAMASCUS | 6 | 3G Water Meters |
| 162 | 4621527 | 5218355 | 0.75 | 1125 TRIPOLI WAY | 6 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 163 | 5040632 | 5659406 | 0.75 | 85455 AVE 52 | 6 | 3G Water Meters |
| 164 | 5065250 | 5783449 | 0.75 | 1 HARRISON BAGDAD & | 6 | 3G Water Meters |
| 165 | 5065885 | 5762791 | 0.75 | 85416 ARABY AVE | 6 | 3G Water Meters |
| 166 | 5339854 | 5712564 | 0.75 | 85466 CAIRO | 6 | 3G Water Meters |
| 167 | 5344897 | 5712512 | 0.75 | 85345 AVE 52 | 6 | 3G Water Meters |
| 168 | 5347568 | 5712545 | 0.75 | 85455 ARABY AVE | 6 | 3G Water Meters |
| 169 | 5349310 | 5712535 | 0.75 | 85275 ARABY AVE | 6 | 3G Water Meters |
| 170 | 5387474 | 5783438 | 0.75 | 85101 DAMASCUS | 6 | 3G Water Meters |
| 171 | 5388220 | 5783415 | 0.75 | 85365 ARABY AVE | 6 | 3G Water Meters |
| 172 | 5388829 | 5783527 | 0.75 | 85485 ARABY AVE | 6 | 3G Water Meters |
| 173 | 5390205 | 5783357 | 0.75 | 85226 CAIRO | 6 | 3G Water Meters |
| 174 | 5390954 | 5762789 | 0.75 | 85446 ARABY AVE | 6 | 3G Water Meters |
| 175 | 5391058 | 5783529 | 0.75 | 85376 ARABY AVE | 6 | 3G Water Meters |
| 176 | 5396883 | 5783572 | 0.75 | 85395 ARABY AVE | 6 | 3G Water Meters |
| 177 | 7589579 | 8728690 | 0.75 | 85486 CAIRO | 6 | 3G Water Meters |
| 178 | 7674865 | 9242326 | 0.75 | 85375 ARABY AVE | 6 | 3G Water Meters |
| 179 | 7675014 | 9355129 | 0.75 | 85255 DAMASCUS | 6 | 3G Water Meters |
| 180 | 7677366 | 9355144 | 0.75 | 85266 CAIRO | 6 | 3G Water Meters |
| 181 | 7677805 | 9355111 | 0.75 | 85236 ARABY AVE | 6 | 3G Water Meters |
| 182 | 7677882 | 9355080 | 0.75 | 85215 DAMASCUS | 6 | 3G Water Meters |
| 183 | 7680836 | 9348943 | 0.75 | 85157161 & BAGD 159 | 6 | 3G Water Meters |
| 184 | 7683263 | 9355107 | 0.75 | 85245 AVE 52 | 6 | 3G Water Meters |
| 185 | 7684041 | 9355163 | 0.75 | 85246 ARABY AVE | 6 | 3G Water Meters |
| 186 | 7685043 | 9355101 | 0.75 | 85255 MEDINA | 6 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 187 | 7685401 | 9355097 | 0.75 | 85465 AVE 52 | 6 | 3G Water Meters |
| 188 | 7688807 | 9577076 | 0.75 | 85295 CAIRO | 6 | 3G Water Meters |
| 189 | 7707191 | 9293403 | 0.75 | 85091 CAIRO | 6 | 3G Water Meters |
| 190 | 7744069 | 9366219 | 0.75 | 85286 CAIRO | 6 | 3G Water Meters |
| 191 | 7744499 | 9366276 | 0.75 | 85265 AVE 52 | 6 | 3G Water Meters |
| 192 | 7745769 | 9366294 | 0.75 | 51525 DATE | 6 | 3G Water Meters |
| 193 | 7747539 | 9366305 | 0.75 | 85395 AVE 52 | 6 | 3G Water Meters |
| 194 | 7752635 | 9366306 | 0.75 | 85385 AVE 52 | 6 | 3G Water Meters |
| 195 | 7758469 | 9416446 | 0.75 | 85235 CAIRO | 6 | 3G Water Meters |
| 196 | 7833813 | 9487006 | 0.75 | 85415 AVE 52 | 6 | 3G Water Meters |
| 197 | 7836360 | 9533708 | 0.75 | 85050 & DAMASCUS 056 | 6 | 3G Water Meters |
| 198 | 7837118 | 9487010 | 0.75 | 85336 CAIRO | 6 | 3G Water Meters |
| 199 | 7837164 | 9487003 | 0.75 | 85405 AVE 52 | 6 | 3G Water Meters |
| 200 | 7838210 | 9563278 | 0.75 | 85226 DAMASCUS | 6 | 3G Water Meters |
| 201 | 7868401 | 9641620 | 0.75 | 85024 DAMASCUS AVE | 6 | 3G Water Meters |
| 202 | 7878439 | 9641579 | 0.75 | 1058 TRIPOLI WAY | 6 | 3G Water Meters |
| 203 | 7879147 | 9641625 | 0.75 | 85326 CAIRO | 6 | 3G Water Meters |
| 204 | 7909628 | 9777836 | 0.75 | 85365 AVE 52 | 6 | 3G Water Meters |
| 205 | 7936541 | 9791194 | 0.75 | 85496 CAIRO | 6 | 3G Water Meters |
| 206 | 7936903 | 9777768 | 0.75 | 85140 BAGDAD | 6 | 3G Water Meters |
| 207 | 7936951 | 9777426 | 0.75 | 85266 DAMASCUS | 6 | 3G Water Meters |
| 208 | 7937043 | 9777739 | 0.75 | 51745 TRIPOLI WAY | 6 | 3G Water Meters |
| 209 | 7937268 | 9791196 | 0.75 | 51561 DATE | 6 | 3G Water Meters |
| 210 | 7938179 | 9777769 | 0.75 | 1076 TRIPOLI WAY | 6 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 211 | 7938243 | 9777741 | 0.75 | 85265 CAIRO | 6 | 3G Water Meters |
| 212 | 7938588 | 9777333 | 0.75 | 85091 DAMASCUS | 6 | 3G Water Meters |
| 213 | 7938597 | 9791350 | 0.75 | 85346 CAIRO | 6 | 3G Water Meters |
| 214 | 7938598 | 9777766 | 0.75 | 85286 BAGDAD | 6 | 3G Water Meters |
| 215 | 7939741 | 9777834 | 0.75 | 85041 CAIRO | 6 | 3G Water Meters |
| 216 | 7957230 | 9675355 | 0.75 | 85286 MEDINA | 6 | 3G Water Meters |
| 217 | 7958108 | 9674896 | 0.75 | 85426 ARABY AVE | 6 | 3G Water Meters |
| 218 | 7958235 | 7332205 | 0.75 | 85061 DAMASCUS FRNT& | 6 | 3G Water Meters |
| 219 | 8509224 | 9474580 | 0.75 | 85061 CAIRO | 6 | 3G Water Meters |
| 220 | 8509274 | 9474595 | 0.75 | 85215 MEDINA | 6 | 3G Water Meters |
| 221 | 10093040 | 5249032 | 0.75 | 51665 TRIPOLI WAY | 6 | 3G Water Meters |
| 222 | 10760953 | 8751031 | 0.75 | 85246 MEDINA | 6 | 3G Water Meters |
| 223 | 11740678 | 8158061 | 0.75 | 85325 AVE 52 | 6 | 3G Water Meters |
| 224 | 11741566 | 9255125 | 0.75 | 85050 BAGDAD | 6 | 3G Water Meters |
| 225 | 11742517 | 9255129 | 0.75 | 85416 CAIRO ST | 6 | 3G Water Meters |
| 226 | 11742653 | 9255128 | 0.75 | 85406 CAIRO | 6 | 3G Water Meters |
| 227 | 11742676 | 9255046 | 0.75 | 85276 BAGDAD | 6 | 3G Water Meters |
| 228 | 11788760 | 9293444 | 0.75 | 85396 ARABY AVE | 6 | 3G Water Meters |
| 229 | 11797429 | 9700319 | 0.75 | 85051 DAMASCUS | 6 | 3G Water Meters |
| 230 | 11798512 | 9700391 | 0.75 | 85355 AVE 52 | 6 | 3G Water Meters |
| 231 | 11822222 | 9416493 | 0.75 | 85256 ARABY AVE | 6 | 3G Water Meters |
| 232 | 11822419 | 9407620 | 0.75 | 85436 ARABY AVE | 6 | 3G Water Meters |
| 233 | 5344545 | 5712516 | 0.75 | 52426 SHADY LN | 7 | 3G Water Meters |
| 234 | 5349493 | 5712536 | 0.75 | 52233 SHADY LN | 7 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 235 | 5391044 | 5783288 | 0.75 | 52427 CYPRESS | 7 | 3G Water Meters |
| 236 | 5391418 | 5783508 | 0.75 | 52137 DOS PALMAS | 7 | 3G Water Meters |
| 237 | 5391489 | 5762810 | 0.75 | 52120 124 OASIS PALM | 7 | 3G Water Meters |
| 238 | 5396858 | 5783480 | 0.75 | 52356 OASIS PALMS | 7 | 3G Water Meters |
| 239 | 5655130 | 7271544 | 0.75 | 52487 CYPRESS ST | 7 | 3G Water Meters |
| 240 | 5725840 | 7369664 | 0.75 | 52119 SHADY LN | 7 | 3G Water Meters |
| 241 | 5746850 | 7271537 | 0.75 | 52155 LAS PALMAS | 7 | 3G Water Meters |
| 242 | 7274975 | 8668729 | 0.75 | 52409 OASIS PALMS | 7 | 3G Water Meters |
| 243 | 7579623 | 8715122 | 0.75 | 52374 DOS PALMAS | 7 | 3G Water Meters |
| 244 | 7585791 | 8715154 | 0.75 | 52212 DOS PALMAS | 7 | 3G Water Meters |
| 245 | 7621088 | 8158081 | 0.75 | 52138 SHADY LN | 7 | 3G Water Meters |
| 246 | 7622201 | 8158043 | 0.75 | 52280 CYPRESS | 7 | 3G Water Meters |
| 247 | 7686845 | 9355103 | 0.75 | 52355 SHADY LN | 7 | 3G Water Meters |
| 248 | 7687036 | 9355102 | 0.75 | 52371 SHADY LN | 7 | 3G Water Meters |
| 249 | 7703552 | 9293597 | 0.75 | 52295 DOS PALMAS | 7 | 3G Water Meters |
| 250 | 7707891 | 9293525 | 0.75 | 52137 SHADY LN | 7 | 3G Water Meters |
| 251 | 7707991 | 9700410 | 0.75 | 52354 LAS PALMAS | 7 | 3G Water Meters |
| 252 | 7708911 | 9700404 | 0.75 | 52317 OASIS PALMS | 7 | 3G Water Meters |
| 253 | 7710451 | 9700224 | 0.75 | 52155 SHADY LN | 7 | 3G Water Meters |
| 254 | 7710925 | 9700343 | 0.75 | 52448 DOS PALMAS | 7 | 3G Water Meters |
| 255 | 7711059 | 9293409 | 0.75 | 52336 DOS PALMAS | 7 | 3G Water Meters |
| 256 | 7733024 | 9335478 | 0.75 | 52257 OASIS PALMS | 7 | 3G Water Meters |
| 257 | 7735833 | 9335479 | 0.75 | 52233 OASIS PALMS | 7 | 3G Water Meters |
| 258 | 7744514 | 9367890 | 0.75 | 52191 OASIS PALMS | 7 | 3G Water Meters |

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| 259 | 7745912 | 9366237 | 0.75 | 52279 DOS PALMAS | 7 | 3G Water Meters |
| 260 | 7747311 | 9367907 | 0.75 | 52155 DOS PALMAS | 7 | 3G Water Meters |
| 261 | 7748567 | 9366299 | 0.75 | 52336 LAS PALMAS | 7 | 3G Water Meters |
| 262 | 7748920 | 9366253 | 0.75 | 52119 DOS PALMAS | 7 | 3G Water Meters |
| 263 | 7752291 | 9367913 | 0.75 | 52488 SHADY LN | 7 | 3G Water Meters |
| 264 | 7760820 | 9407660 | 0.75 | 52465 SHADY LN | 7 | 3G Water Meters |
| 265 | 7786418 | 9533709 | 0.75 | 52156 CYPRESS | 7 | 3G Water Meters |
| 266 | 7804118 | 9628742 | 0.75 | 52264 LAS PALMAS | 7 | 3G Water Meters |
| 267 | 7813549 | 9563269 | 0.75 | 52391 OASIS PALMS | 7 | 3G Water Meters |
| 268 | 7814084 | 9628741 | 0.75 | 52448 OASIS PALMS | 7 | 3G Water Meters |
| 269 | 7835626 | 9474598 | 0.75 | 52295 CYPRESS | 7 | 3G Water Meters |
| 270 | 7835915 | 9487033 | 0.75 | 52211 LAS PALMAS | 7 | 3G Water Meters |
| 271 | 7836027 | 9487051 | 0.75 | 52191 CYPRESS | 7 | 3G Water Meters |
| 272 | 7837033 | 9474556 | 0.75 | 52211 OASIS PALMS | 7 | 3G Water Meters |
| 273 | 7877300 | 9660613 | 0.75 | 52316 DOS PALMAS | 7 | 3G Water Meters |
| 274 | 7877572 | 9674856 | 0.75 | 52258 CYPRESS | 7 | 3G Water Meters |
| 275 | 7900742 | 9777763 | 0.75 | 52426 DOS PALMAS | 7 | 3G Water Meters |
| 276 | 7905826 | 9791434 | 0.75 | 52234 DOS PALMAS | 7 | 3G Water Meters |
| 277 | 7931452 | 9777825 | 0.75 | 52487 SHADY LN | 7 | 3G Water Meters |
| 278 | 7936512 | 9791263 | 0.75 | 52371 LAS PALMAS | 7 | 3G Water Meters |
| 279 | 7936796 | 9777742 | 0.75 | 52191 SHADY LN | 7 | 3G Water Meters |
| 280 | 7936947 | 9777822 | 0.75 | 52174 LAS PALMAS | 7 | 3G Water Meters |
| 281 | 7937150 | 9791418 | 0.75 | 52192 LAS PALMAS | 7 | 3G Water Meters |
| 282 | 7938359 | 9791441 | 0.75 | 52391 DOS PALMAS | 7 | 3G Water Meters |

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| 283 | 7938860 | 9791239 | 0.75 | 52279 SHADY LN | 7 | 3G Water Meters |
| 284 | 7940705 | 9777746 | 0.75 | 52335 SHADY LN | 7 | 3G Water Meters |
| 285 | 7943484 | 9777340 | 0.75 | 52407 LAS PALMAS | 7 | 3G Water Meters |
| 286 | 7951822 | 9743783 | 0.75 | 52389 LAS PALMAS | 7 | 3G Water Meters |
| 287 | 7952950 | 9675356 | 0.75 | 52156 LAS PALMAS | 7 | 3G Water Meters |
| 288 | 7957068 | 9743813 | 0.75 | 52258 SHADY LN | 7 | 3G Water Meters |
| 289 | 7957296 | 9777760 | 0.75 | 52156 OASIS PALMS | 7 | 3G Water Meters |
| 290 | 7958106 | 9743775 | 0.75 | 52210 LAS PALMAS | 7 | 3G Water Meters |
| 291 | 7958761 | 9743774 | 0.75 | 52390 CYPRESS | 7 | 3G Water Meters |
| 292 | 10094435 | 5288166 | 0.75 | 52173 LAS PALMAS | 7 | 3G Water Meters |
| 293 | 10163204 | 9936509 | 0.75 | 52390 SHADY LN | 7 | 3G Water Meters |
| 294 | 10271248 | 10039240 | 0.75 | 52283 LAS PALMAS | 7 | 3G Water Meters |
| 295 | 10272436 | 10039232 | 0.75 | 52257 CYPRESS | 7 | 3G Water Meters |
| 296 | 10344128 | 9367977 | 0.75 | 52279 OASIS PALMS | 7 | 3G Water Meters |
| 297 | 11732529 | 8751032 | 0.75 | 52211 SHADY LN | 7 | 3G Water Meters |
| 298 | 11733305 | 8750962 | 0.75 | 52191 LAS PALMAS | 7 | 3G Water Meters |
| 299 | 11740664 | 8158029 | 0.75 | 52466 CYPRESS | 7 | 3G Water Meters |
| 300 | 11740780 | 8158064 | 0.75 | 52258 DOS PALMAS | 7 | 3G Water Meters |
| 301 | 11743879 | 9255057 | 0.75 | 52155 CYPRESS | 7 | 3G Water Meters |
| 302 | 11774084 | 9293447 | 0.75 | 52317 SHADY LN | 7 | 3G Water Meters |
| 303 | 11776135 | 9700405 | 0.75 | 52426 CYPRESS | 7 | 3G Water Meters |
| 304 | 11798567 | 9700227 | 0.75 | 52156 DOS PALMAS | 7 | 3G Water Meters |
| 305 | 11800071 | 9628725 | 0.75 | 52212 CYPRESS | 7 | 3G Water Meters |
| 306 | 11822479 | 9416498 | 0.75 | 52356 SHADY LN | 7 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 307 | 11822509 | 9416449 | 0.75 | 52317 CYPRESS | 7 | 3G Water Meters |
| 308 | 11822556 | 9416442 | 0.75 | 52374 CYPRESS | 7 | 3G Water Meters |
| 309 | 11822563 | 9416511 | 0.75 | 52409 CYPRESS | 7 | 3G Water Meters |
| 310 | 11849973 | 9474529 | 0.75 | 52355 OASIS PALMS | 7 | 3G Water Meters |
| 311 | 11992018 | 9743857 | 0.75 | 52234 OASIS PALMS | 7 | 3G Water Meters |
| 312 | 12080083 | 8728681 | 0.75 | 52137 OASIS PALMS | 7 | 3G Water Meters |
| 313 | 5391447 | 5783525 | 0.75 | 52228 JENNIFER WAY | 8 | 3G Water Meters |
| 314 | 5392014 | 5783439 | 0.75 | 85296 AVE 52 | 8 | 3G Water Meters |
| 315 | 7277035 | 8668742 | 0.75 | 52265 TRIPOLI WAY | 8 | 3G Water Meters |
| 316 | 7673728 | 9355095 | 0.75 | 52371 MORGAN | 8 | 3G Water Meters |
| 317 | 7681644 | 9355096 | 0.75 | 52389 MORGAN | 8 | 3G Water Meters |
| 318 | 7683404 | 9355162 | 0.75 | 52156 TRIPOLI WAY | 8 | 3G Water Meters |
| 319 | 7684706 | 9577078 | 0.75 | 52264 TRIPOLI WAY | 8 | 3G Water Meters |
| 320 | 7688373 | 9577081 | 0.75 | 52426 TRIPOLI WAY | 8 | 3G Water Meters |
| 321 | 7688495 | 9577079 | 0.75 | 52444 JENNIFER WAY | 8 | 3G Water Meters |
| 322 | 7704130 | 9700402 | 0.75 | 52335 NELSON | 8 | 3G Water Meters |
| 323 | 7705347 | 9700403 | 0.75 | 52138 NELSON | 8 | 3G Water Meters |
| 324 | 7707779 | 9293442 | 0.75 | 52264 NELSON | 8 | 3G Water Meters |
| 325 | 7708309 | 9700285 | 0.75 | 52155 JENNIFER WAY | 8 | 3G Water Meters |
| 326 | 7709401 | 9700407 | 0.75 | 52263 MORGAN | 8 | 3G Water Meters |
| 327 | 7712706 | 9700408 | 0.75 | 52174 MORGAN | 8 | 3G Water Meters |
| 328 | 7731978 | 9293408 | 0.75 | 52389 TRIPOLI WAY | 8 | 3G Water Meters |
| 329 | 7744659 | 9366278 | 0.75 | 52155 MORGAN | 8 | 3G Water Meters |
| 330 | 7749048 | 9366259 | 0.75 | 52228 MORGAN | 8 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 331 | 7780572 | 9743773 | 0.75 | 52389 NELSON | 8 | 3G Water Meters |
| 332 | 7792770 | 9487045 | 0.75 | 52156 MORGAN | 8 | 3G Water Meters |
| 333 | 7820852 | 9628746 | 0.75 | 52425 MORGAN | 8 | 3G Water Meters |
| 334 | 7821502 | 9628745 | 0.75 | 52371 JENNIFER WAY | 8 | 3G Water Meters |
| 335 | 7833754 | 9487085 | 0.75 | 52354 JENNIFER WAY | 8 | 3G Water Meters |
| 336 | 7838406 | 9474578 | 0.75 | 52353 MORGAN | 8 | 3G Water Meters |
| 337 | 7838457 | 9487084 | 0.75 | 52336 JENNIFER WAY | 8 | 3G Water Meters |
| 338 | 7839039 | 9474464 | 0.75 | 52462 JENNIFER WAY | 8 | 3G Water Meters |
| 339 | 7936470 | 9777761 | 0.75 | 52407 JENNIFER WAY | 8 | 3G Water Meters |
| 340 | 7937112 | 9791435 | 0.75 | 52283 JENNIFER WAY | 8 | 3G Water Meters |
| 341 | 7938262 | 9791433 | 0.75 | 52372 NELSON | 8 | 3G Water Meters |
| 342 | 7938413 | 9777715 | 0.75 | 52443 TRIPOLI WAY | 8 | 3G Water Meters |
| 343 | 7940051 | 9777378 | 0.75 | 52300 TRIPOLI WAY | 8 | 3G Water Meters |
| 344 | 7940247 | 9777408 | 0.75 | 52137 NELSON | 8 | 3G Water Meters |
| 345 | 7941908 | 9675333 | 0.75 | 52211 TRIPOLI WAY | 8 | 3G Water Meters |
| 346 | 7957229 | 9675354 | 0.75 | 52156 NELSON | 8 | 3G Water Meters |
| 347 | 7958851 | 9675336 | 0.75 | 52336 MORGAN | 8 | 3G Water Meters |
| 348 | 7958881 | 9675330 | 0.75 | 52354 MORGAN | 8 | 3G Water Meters |
| 349 | 8509206 | 9474581 | 0.75 | 52371 TRIPOLI WAY | 8 | 3G Water Meters |
| 350 | 8509260 | 9474579 | 0.75 | 52335 MORGAN | 8 | 3G Water Meters |
| 351 | 8509316 | 9474552 | 0.75 | 52281 MORGAN | 8 | 3G Water Meters |
| 352 | 10072278 | 9838702 | 0.75 | 52425 JENNIFER WAY | 8 | 3G Water Meters |
| 353 | 11741063 | 8158063 | 0.75 | 52120 TRIPOLI WAY | 8 | 3G Water Meters |
| 354 | 11742750 | 9255110 | 0.75 | 52299 MORGAN | 8 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 355 | 11774526 | 9700235 | 0.75 | 52426 MORGAN | 8 | 3G Water Meters |
| 356 | 11784663 | 9700237 | 0.75 | 52318 NELSON | 8 | 3G Water Meters |
| 357 | 11796289 | 9700338 | 0.75 | 52209 MORGAN | 8 | 3G Water Meters |
| 358 | 11797276 | 9700339 | 0.75 | 52246 TRIPOLI WAY | 8 | 3G Water Meters |
| 359 | 11797414 | 9700240 | 0.75 | 52192 TRIPOLI WAY | 8 | 3G Water Meters |
| 360 | 11797733 | 9700386 | 0.75 | 52371 NELSON | 8 | 3G Water Meters |
| 361 | 11797935 | 9293427 | 0.75 | 52191 TRIPOLI WAY | 8 | 3G Water Meters |
| 362 | 11798161 | 9700241 | 0.75 | 52138 TRIPOLI WAY | 8 | 3G Water Meters |
| 363 | 11798239 | 9293446 | 0.75 | 52138 JENNIFER WAY | 8 | 3G Water Meters |
| 364 | 11798620 | 9700394 | 0.75 | 52300 NELSON | 8 | 3G Water Meters |
| 365 | 11821629 | 9407649 | 0.75 | 52156 JENNIFER WAY | 8 | 3G Water Meters |
| 366 | 11822500 | 9416487 | 0.75 | 52173 JENNIFER WAY | 8 | 3G Water Meters |
| 367 | 11822594 | 9416455 | 0.75 | 52155 NELSON | 8 | 3G Water Meters |
| 368 | 11857644 | 9474466 | 0.75 | 52389 JENNIFER WAY | 8 | 3G Water Meters |
| 369 | 5389663 | 5783486 | 0.75 | 52755 CALLE TECHA | 9 | 3G Water Meters |
| 370 | 5390127 | 5783530 | 0.75 | 52775 CALLE TECHA | 9 | 3G Water Meters |
| 371 | 5391611 | 5762844 | 0.75 | 53034 CALLE EMPALME | 9 | 3G Water Meters |
| 372 | 5392181 | 5783289 | 0.75 | 52736 CALLE EMPALME | 9 | 3G Water Meters |
| 373 | 5396427 | 5783463 | 0.75 | 53246 CALLE CAMACHO | 9 | 3G Water Meters |
| 374 | 7586268 | 8715153 | 0.75 | 53124 CALLE AVILA | 9 | 3G Water Meters |
| 375 | 7598374 | 9293539 | 0.75 | 84718 CALLE NOGAL | 9 | 3G Water Meters |
| 376 | 7619191 | 8158031 | 0.75 | 53218 CALLE CAMACHO | 9 | 3G Water Meters |
| 377 | 7686325 | 9355082 | 0.75 | 53014 CALLE EMPALME | 9 | 3G Water Meters |
| 378 | 7688772 | 9355133 | 0.75 | 52772 CALLE AVILA | 9 | 3G Water Meters |

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| 379 | 7689514 | 9355083 | 0.75 | 53063 CALLE CAMACHO | 9 | 3G Water Meters |
| 380 | 7691363 | 9355138 | 0.75 | 84950 CALLE ZAMORA | 9 | 3G Water Meters |
| 381 | 7691625 | 9355133 | 0.75 | 52754 CALLE AVILA | 9 | 3G Water Meters |
| 382 | 7691775 | 9242337 | 0.75 | 52720 CALLE TECHA A | 9 | 3G Water Meters |
| 383 | 7703489 | 9293498 | 0.75 | 52801 CALLE AVILA | 9 | 3G Water Meters |
| 384 | 7706725 | 9293485 | 0.75 | 53010 CALLE EMPALME | 9 | 3G Water Meters |
| 385 | 7712281 | 9293417 | 0.75 | 52829 CALLE TECHA | 9 | 3G Water Meters |
| 386 | 7743559 | 9367919 | 0.75 | 84736 CALLE PINO | 9 | 3G Water Meters |
| 387 | 7744897 | 9366301 | 0.75 | 52735 CALLE TECHA | 9 | 3G Water Meters |
| 388 | 7745374 | 9407657 | 0.75 | 52791 CALLE AVILA | 9 | 3G Water Meters |
| 389 | 7747379 | 9366279 | 0.75 | 52809 CALLE CAMACHO | 9 | 3G Water Meters |
| 390 | 7749051 | 9366250 | 0.75 | 52737 CALLE AVILA | 9 | 3G Water Meters |
| 391 | 7794239 | 9487015 | 0.75 | 52717 CALLE CAMACHO | 9 | 3G Water Meters |
| 392 | 7821560 | 9474467 | 0.75 | 52755 CALLE AVILA | 9 | 3G Water Meters |
| 393 | 7832953 | 9660649 | 0.75 | 52829 CALLE CAMACHO | 9 | 3G Water Meters |
| 394 | 7834950 | 9474602 | 0.75 | 52767 CALLE TECHA | 9 | 3G Water Meters |
| 395 | 7835762 | 9474543 | 0.75 | 52754 CALLE EMPALME | 9 | 3G Water Meters |
| 396 | 7838380 | 9487014 | 0.75 | 52772 CALLE CAMACHO | 9 | 3G Water Meters |
| 397 | 7838713 | 9533706 | 0.75 | 52736 CALLE AVILA | 9 | 3G Water Meters |
| 398 | 7838941 | 9474577 | 0.75 | 52718 CALLE AVILA | 9 | 3G Water Meters |
| 399 | 7857911 | 9660656 | 0.75 | 52790 CALLE AVILA | 9 | 3G Water Meters |
| 400 | 7864795 | 9660632 | 0.75 | 53169 CALLE CAMACHO | 9 | 3G Water Meters |
| 401 | 7867397 | 9641629 | 0.75 | 52811 CALLE TECHA | 9 | 3G Water Meters |
| 402 | 7876527 | 9660646 | 0.75 | 52810 CALLE CAMACHO | 9 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 403 | 7879183 | 9641631 | 0.75 | 53011 CALLE AVILA | 9 | 3G Water Meters |
| 404 | 7936336 | 9777696 | 0.75 | 52788 CALLE TECHA FR | 9 | 3G Water Meters |
| 405 | 7936357 | 9791417 | 0.75 | 84909 9119 HARRI 13 | 9 | 3G Water Meters |
| 406 | 7937645 | 9777697 | 0.75 | 52860 CALLE TECHA | 9 | 3G Water Meters |
| 407 | 7939092 | 9777800 | 0.75 | 52842 CALLE AVILA | 9 | 3G Water Meters |
| 408 | 7939975 | 9777798 | 0.75 | 52717 CALLE TECHA | 9 | 3G Water Meters |
| 409 | 7940133 | 9777435 | 0.75 | 53121 CESAR CHAVEZ S | 9 | 3G Water Meters |
| 410 | 7940293 | 9777422 | 0.75 | 84732 CALLE PINO | 9 | 3G Water Meters |
| 411 | 7942808 | 9675332 | 0.75 | 52829 CALLE AVILA | 9 | 3G Water Meters |
| 412 | 7957023 | 9743772 | 0.75 | 53064 CALLE CAMACHO | 9 | 3G Water Meters |
| 413 | 7957232 | 9675346 | 0.75 | 52826 CALLE TECHA | 9 | 3G Water Meters |
| 414 | 7958145 | 9699893 | 0.75 | 52845 CALLE TECHA | 9 | 3G Water Meters |
| 415 | 7958432 | 9675334 | 0.75 | 52845 CALLE AVILA | 9 | 3G Water Meters |
| 416 | 7958852 | 9675339 | 0.75 | 52750 CALLE EMPALME | 9 | 3G Water Meters |
| 417 | 8509155 | 9533707 | 0.75 | 53016 CALLE CAMACHO | 9 | 3G Water Meters |
| 418 | 10283124 | 10039242 | 0.75 | 52790 CALLE EMPALME | 9 | 3G Water Meters |
| 419 | 11797137 | 9700392 | 0.75 | 52737 CALLE CAMACHO | 9 | 3G Water Meters |
| 420 | 11797351 | 9700253 | 0.75 | 84722 CALLE NOGAL | 9 | 3G Water Meters |
| 421 | 11797431 | 9700337 | 0.75 | 53049 CALLE CAMACHO | 9 | 3G Water Meters |
| 422 | 11798566 | 9700393 | 0.75 | 52772 CALLE TECHA | 9 | 3G Water Meters |
| 423 | 4622734 | 5218533 | 0.75 | 84590 VERMOUTH DR | 10 | 3G Water Meters |
| 424 | 4686144 | 3794007 | 0.75 | 3 LOS ARCOS ISLANDS | 10 | 3G Water Meters |
| 425 | 5388427 | 5762851 | 0.75 | 84840 CALLE ROJO | 10 | 3G Water Meters |
| 426 | 5388940 | 5762833 | 0.75 | 52233 CALLE AVILA | 10 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 427 | 5390872 | 5783359 | 0.75 | 52372 & CALLE 52376 | 10 | 3G Water Meters |
| 428 | 5391356 | 5783360 | 0.75 | 52173 CALLE CAMACHO | 10 | 3G Water Meters |
| 429 | 5396918 | 5783483 | 0.75 | 52409 CALLE CAMACHO | 10 | 3G Water Meters |
| 430 | 5773553 | 7369632 | 0.75 | 84441 VERMOUTH DR | 10 | 3G Water Meters |
| 431 | 7066942 | 7764008 | 0.75 | 84935 CALLE VERDE | 10 | 3G Water Meters |
| 432 | 7274228 | 8668748 | 0.75 | 52316 CALLE AVILA | 10 | 3G Water Meters |
| 433 | 7520502 | 8649958 | 0.75 | 52355 CALLE TECHA | 10 | 3G Water Meters |
| 434 | 7522909 | 8643664 | 0.75 | 52148 MALVASIA WAY | 10 | 3G Water Meters |
| 435 | 7586518 | 8728683 | 0.75 | 52487 CALLE TECHA | 10 | 3G Water Meters |
| 436 | 7657897 | 9348929 | 0.75 | 52066 ALLENDE DR | 10 | 3G Water Meters |
| 437 | 7673353 | 9355126 | 0.75 | 52260 CALLE EMPALME | 10 | 3G Water Meters |
| 438 | 7677724 | 9355128 | 0.75 | 52487 CALLE EMPALME | 10 | 3G Water Meters |
| 439 | 7704504 | 9293481 | 0.75 | 52372 CALLE AVILA | 10 | 3G Water Meters |
| 440 | 7706376 | 9293461 | 0.75 | 52388 CALLE TECHA | 10 | 3G Water Meters |
| 441 | 7707071 | 9293607 | 0.75 | 84451 VERMOUTH DR | 10 | 3G Water Meters |
| 442 | 7707345 | 9700294 | 0.75 | 52448 CALLE AVILA | 10 | 3G Water Meters |
| 443 | 7707711 | 9293487 | 0.75 | 52349 CALLE CAMACHO | 10 | 3G Water Meters |
| 444 | 7712514 | 9293411 | 0.75 | 52371 CALLE TECHA | 10 | 3G Water Meters |
| 445 | 7744579 | 9366269 | 0.75 | 52391 CALLE CAMACHO | 10 | 3G Water Meters |
| 446 | 7745321 | 9366270 | 0.75 | 52335 CALLE EMPALME | 10 | 3G Water Meters |
| 447 | 7749441 | 9367925 | 0.75 | 52466 CALLE AVILA | 10 | 3G Water Meters |
| 448 | 7752507 | 9367915 | 0.75 | 52335 CALLE AVILA | 10 | 3G Water Meters |
| 449 | 7760081 | 9407624 | 0.75 | 52094 PRIMITIVO DR | 10 | 3G Water Meters |
| 450 | 7810120 | 9474518 | 0.75 | 84532 VERMOUTH DR | 10 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 451 | 7835354 | 9474601 | 0.75 | 52389 CALLE TECHA | 10 | 3G Water Meters |
| 452 | 7854695 | 9660626 | 0.75 | 84763 CALLE ROJO | 10 | 3G Water Meters |
| 453 | 7868138 | 9660627 | 0.75 | 52447 CALLE TECHA | 10 | 3G Water Meters |
| 454 | 7871122 | 9660676 | 0.75 | 52174 CALLE EMPALME | 10 | 3G Water Meters |
| 455 | 7936334 | 9777383 | 0.75 | 52171 CALLE AVILA | 10 | 3G Water Meters |
| 456 | 7936502 | 9777799 | 0.75 | 52192 CALLE TECHA | 10 | 3G Water Meters |
| 457 | 7936631 | 9777384 | 0.75 | 52242 CALLE TECHA | 10 | 3G Water Meters |
| 458 | 7936635 | 9777676 | 0.75 | 52446 CALLE TECHA | 10 | 3G Water Meters |
| 459 | 7937257 | 9791202 | 0.75 | 52115 PROSECCO WAY | 10 | 3G Water Meters |
| 460 | 7937569 | 9791420 | 0.75 | 84512 MALVASIA WAY | 10 | 3G Water Meters |
| 461 | 7937596 | 9791186 | 0.75 | 52191 CALLE AVILA | 10 | 3G Water Meters |
| 462 | 7938063 | 9791415 | 0.75 | 52137 MALVASIA WAY | 10 | 3G Water Meters |
| 463 | 7938398 | 9791191 | 0.75 | 84542 VERMOUTH DR | 10 | 3G Water Meters |
| 464 | 7938610 | 9777706 | 0.75 | 52407 CALLE AVILA | 10 | 3G Water Meters |
| 465 | 7938795 | 9791201 | 0.75 | 52165 ALLENDE DR | 10 | 3G Water Meters |
| 466 | 7938981 | 9791200 | 0.75 | 52131 PROSECCO WAY | 10 | 3G Water Meters |
| 467 | 7939257 | 9791199 | 0.75 | 52019 PRIMITIVO DR | 10 | 3G Water Meters |
| 468 | 7939364 | 9791183 | 0.75 | 84493 RODREJO ST | 10 | 3G Water Meters |
| 469 | 7939412 | 9791436 | 0.75 | 52372 CALLE EMPALME | 10 | 3G Water Meters |
| 470 | 7939477 | 9777382 | 0.75 | 52191 CALLE CAMACHO | 10 | 3G Water Meters |
| 471 | 7940135 | 9791189 | 0.75 | 52285 CALLE AVILA | 10 | 3G Water Meters |
| 472 | 7940309 | 9777665 | 0.75 | 52356 CALLE EMPALME | 10 | 3G Water Meters |
| 473 | 7940475 | 9777710 | 0.75 | 52408 CALLE EMPALME | 10 | 3G Water Meters |
| 474 | 7957231 | 9675338 | 0.75 | 52191 HARRISON | 10 | 3G Water Meters |

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| 475 | 7957563 | 9675375 | 0.75 | 52391 CALLE AVILA | 10 | 3G Water Meters |
| 476 | 7959014 | 9675337 | 0.75 | 52257 CALLE TECHA | 10 | 3G Water Meters |
| 477 | 10094288 | 5762819 | 0.75 | 52156 CALLE AVILA | 10 | 3G Water Meters |
| 478 | 10159403 | 9936555 | 0.75 | 52138 CALLE AVILA RE | 10 | 3G Water Meters |
| 479 | 10160671 | 9924153 | 0.75 | 52233 CALLE TECHA | 10 | 3G Water Meters |
| 480 | 10166554 | 9938783 | 0.75 | 52119 CALLE CAMACHO | 10 | 3G Water Meters |
| 481 | 10271573 | 10039311 | 0.75 | 52258 CALLE TECHA | 10 | 3G Water Meters |
| 482 | 10337662 | 10173376 | 0.75 | 52146 ALLENDE DR | 10 | 3G Water Meters |
| 483 | 11296621 | 8751053 | 0.75 | 52137 CALLE AVILA RE | 10 | 3G Water Meters |
| 484 | 11732753 | 8751100 | 0.75 | 52233 CALLE CAMACHO | 10 | 3G Water Meters |
| 485 | 11732984 | 8750995 | 0.75 | 52304 CALLE EMPALME | 10 | 3G Water Meters |
| 486 | 11732993 | 8751022 | 0.75 | 52173 CALLE AVILA | 10 | 3G Water Meters |
| 487 | 11736232 | 8751093 | 0.75 | 84546 PROSECCO WAY | 10 | 3G Water Meters |
| 488 | 11740733 | 8158065 | 0.75 | 52465 CALLE CAMACHO | 10 | 3G Water Meters |
| 489 | 11742339 | 9255132 | 0.75 | 52280 CALLE AVILA | 10 | 3G Water Meters |
| 490 | 11797951 | 9293428 | 0.75 | 52390 CALLE AVILA | 10 | 3G Water Meters |
| 491 | 11798258 | 9700299 | 0.75 | 52156 CALLE CAMACHO | 10 | 3G Water Meters |
| 492 | 11822745 | 9407618 | 0.75 | 52429 CALLE TECHA | 10 | 3G Water Meters |
| 493 | 11978827 | 9777845 | 0.75 | 52435 CALLE EMPALME | 10 | 3G Water Meters |
| 494 | 5039619 | 5659405 | 0.75 | 51741 CESAR CHAVEZ S | 11 | 3G Water Meters |
| 495 | 5065931 | 5783320 | 0.75 | 51628 CALLE CAMACHO | 11 | 3G Water Meters |
| 496 | 5390736 | 5783356 | 0.75 | 51890 CALLE EMPALME | 11 | 3G Water Meters |
| 497 | 7579726 | 8728655 | 0.75 | 51555 CALLE CAMACHO | 11 | 3G Water Meters |
| 498 | 7589164 | 8715136 | 0.75 | 51502 CALLE AVILA | 11 | 3G Water Meters |

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| 499 | 7589828 | 8728684 | 0.75 | 51710 DOUMA | 11 | 3G Water Meters |
| 500 | 7613495 | 8158037 | 0.75 | 84671 BAGDAD | 11 | 3G Water Meters |
| 501 | 7683095 | 9577083 | 0.75 | 51557 HARRISON | 11 | 3G Water Meters |
| 502 | 7686456 | 9355114 | 0.75 | 51836 CALLE TECHA | 11 | 3G Water Meters |
| 503 | 7691428 | 9577063 | 0.75 | 51962 CALLE EMPALME | 11 | 3G Water Meters |
| 504 | 7699966 | 9487082 | 0.75 | 51721 CESAR CHAVEZ S | 11 | 3G Water Meters |
| 505 | 7703277 | 9700296 | 0.75 | 51656 CALLE CAMACHO | 11 | 3G Water Meters |
| 506 | 7710478 | 9293593 | 0.75 | 51837 CALLE TECHA | 11 | 3G Water Meters |
| 507 | 7711936 | 9700350 | 0.75 | 51821 CALLE TORRES O | 11 | 3G Water Meters |
| 508 | 7748777 | 9367918 | 0.75 | 51927 CALLE TECHA | 11 | 3G Water Meters |
| 509 | 7749054 | 9366284 | 0.75 | 51607 CALLE CAMACHO | 11 | 3G Water Meters |
| 510 | 7752097 | 9367829 | 0.75 | 84664 DAMASCUS | 11 | 3G Water Meters |
| 511 | 7752449 | 9367883 | 0.75 | 51941 CALLE TORRES O | 11 | 3G Water Meters |
| 512 | 7754286 | 9416484 | 0.75 | 51872 DOUMA | 11 | 3G Water Meters |
| 513 | 7754322 | 9416483 | 0.75 | 51722 CALLE TORRES O | 11 | 3G Water Meters |
| 514 | 7754997 | 9474600 | 0.75 | 51821 LORENZA LN | 11 | 3G Water Meters |
| 515 | 7758388 | 9407621 | 0.75 | 84885 CAIRO AVE | 11 | 3G Water Meters |
| 516 | 7805825 | 9474606 | 0.75 | 84640 BAGDAD | 11 | 3G Water Meters |
| 517 | 7834168 | 9487019 | 0.75 | 51617 CALLE CAMACHO | 11 | 3G Water Meters |
| 518 | 7835698 | 9563274 | 0.75 | 84684 BAGDAD | 11 | 3G Water Meters |
| 519 | 7837072 | 9487018 | 0.75 | 51926 CALLE EMPALME | 11 | 3G Water Meters |
| 520 | 7874082 | 9660678 | 0.75 | 51927 CALLE AVILA | 11 | 3G Water Meters |
| 521 | 7877045 | 9660677 | 0.75 | 51573 CALLE CAMACHO | 11 | 3G Water Meters |
| 522 | 7877068 | 9641592 | 0.75 | 84716 DAMASCUS | 11 | 3G Water Meters |

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| 523 | 7878537 | 9641594 | 0.75 | 84672 DAMASCUS | 11 | 3G Water Meters |
| 524 | 7881217 | 9660631 | 0.75 | 84650 DAMASCUS | 11 | 3G Water Meters |
| 525 | 7910862 | 9777709 | 0.75 | 51909 CALLE AVILA | 11 | 3G Water Meters |
| 526 | 7930070 | 9791445 | 0.75 | 51724 DOUMA | 11 | 3G Water Meters |
| 527 | 7936259 | 9777376 | 0.75 | 51767 LORENZA LN | 11 | 3G Water Meters |
| 528 | 7936630 | 9777381 | 0.75 | 51909 CALLE EMPALME | 11 | 3G Water Meters |
| 529 | 7936861 | 9791278 | 0.75 | 84706 DAMASCUS | 11 | 3G Water Meters |
| 530 | 7937265 | 9791210 | 0.75 | 51522 CALLE CAMACHO | 11 | 3G Water Meters |
| 531 | 7937299 | 9777338 | 0.75 | 51890 CALLE AVILA | 11 | 3G Water Meters |
| 532 | 7937587 | 9791205 | 0.75 | 84708 DOUMA CT | 11 | 3G Water Meters |
| 533 | 7937737 | 9791439 | 0.75 | 84679 DAMASCUS | 11 | 3G Water Meters |
| 534 | 7938268 | 9777698 | 0.75 | 51872 CALLE TECHA | 11 | 3G Water Meters |
| 535 | 7938872 | 9791282 | 0.75 | 51722 DOUMA | 11 | 3G Water Meters |
| 536 | 7939021 | 9777336 | 0.75 | 51881 CALLE TORRES O | 11 | 3G Water Meters |
| 537 | 7940124 | 9791279 | 0.75 | 84690 DAMASCUS | 11 | 3G Water Meters |
| 538 | 7940241 | 9777417 | 0.75 | 51807 CESAR CHAVEZ S | 11 | 3G Water Meters |
| 539 | 7942799 | 9743854 | 0.75 | 51910 CALLE AVILA | 11 | 3G Water Meters |
| 540 | 7952147 | 9674847 | 0.75 | 51522 CALLE AVILA | 11 | 3G Water Meters |
| 541 | 7960891 | 9791346 | 0.75 | 84657 AVE 52 | 11 | 3G Water Meters |
| 542 | 10161763 | 9924205 | 0.75 | 51908 CALLE EMPALME | 11 | 3G Water Meters |
| 543 | 11741554 | 9255080 | 0.75 | 51672 CALLE TORRES O | 11 | 3G Water Meters |
| 544 | 11743240 | 9255052 | 0.75 | 51854 CALLE TECHA | 11 | 3G Water Meters |
| 545 | 11774131 | 9293445 | 0.75 | 51668 CALLE AVILA | 11 | 3G Water Meters |
| 546 | 11797030 | 9700390 | 0.75 | 51908 CALLE TECHA | 11 | 3G Water Meters |

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| 547 | 11797467 | 9700334 | 0.75 | 51820 DOUMA | 11 | 3G Water Meters |
| 548 | 11797711 | 9700332 | 0.75 | 51910 CALLE TORRES O | 11 | 3G Water Meters |
| 549 | 11797953 | 9700333 | 0.75 | 51851 CALLE TORRES O | 11 | 3G Water Meters |
| 550 | 11798484 | 9700331 | 0.75 | 84884 CAIRO | 11 | 3G Water Meters |
| 551 | 11799566 | 9293549 | 0.75 | 51628 CALLE AVILA | 11 | 3G Water Meters |
| 552 | 11820604 | 9407637 | 0.75 | 84629 BAGDAD | 11 | 3G Water Meters |
| 553 | 4363523 | 5218505 | 0.75 | 50800 CALLE MENDOZA | 14 | 3G Water Meters |
| 554 | 5148428 | 6745413 | 0.75 | 50550 CALLE MENDOZA | 14 | 3G Water Meters |
| 555 | 5391599 | 5783362 | 0.75 | 50680 TYLER | 14 | 3G Water Meters |
| 556 | 7588761 | 8715178 | 0.75 | 86030 CALLE PIZANO | 14 | 3G Water Meters |
| 557 | 7668772 | 9255073 | 0.75 | 86131 LAS FLORES | 14 | 3G Water Meters |
| 558 | 7686454 | 9355112 | 0.75 | 50700 TYLER | 14 | 3G Water Meters |
| 559 | 7699250 | 9487059 | 0.75 | 86031 LAS FLORES | 14 | 3G Water Meters |
| 560 | 7707886 | 9293396 | 0.75 | 86100 COURTE STELLA | 14 | 3G Water Meters |
| 561 | 7748843 | 9366232 | 0.75 | 86090 CORTE OLIVIA | 14 | 3G Water Meters |
| 562 | 7752506 | 9366275 | 0.75 | 86170 LAS FLORES | 14 | 3G Water Meters |
| 563 | 7760748 | 9416504 | 0.75 | 86090 LAS FLORES | 14 | 3G Water Meters |
| 564 | 7810949 | 9628740 | 0.75 | 86061 CORTE OLIVIA | 14 | 3G Water Meters |
| 565 | 7816815 | 9474612 | 0.75 | 86140 LAS FLORES | 14 | 3G Water Meters |
| 566 | 7818470 | 9487056 | 0.75 | 50780 TYLER | 14 | 3G Water Meters |
| 567 | 7839056 | 9474609 | 0.75 | 86060 CORTE OLIVIA | 14 | 3G Water Meters |
| 568 | 7855201 | 9660596 | 0.75 | 50555 CALLE MENDOZA | 14 | 3G Water Meters |
| 569 | 7877671 | 9660624 | 0.75 | 86051 LAS FLORES | 14 | 3G Water Meters |
| 570 | 7878485 | 9660594 | 0.75 | 86081 CORTE OLIVIA | 14 | 3G Water Meters |

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|---|---|---|---|---|---|---|
| 571 | 7880474 | 9641598 | 0.75 | 50575 CALLE MENDOZA | 14 | 3G Water Meters |
| 572 | 7889088 | 9791250 | 0.75 | 86181 LAS FLORES | 14 | 3G Water Meters |
| 573 | 7919953 | 9777776 | 0.75 | 86120 CALLE PIZANO | 14 | 3G Water Meters |
| 574 | 7934193 | 9791209 | 0.75 | 86081 CALLE PIZANO | 14 | 3G Water Meters |
| 575 | 7937669 | 9791206 | 0.75 | 86060 LAS FLORES | 14 | 3G Water Meters |
| 576 | 7938347 | 9791204 | 0.75 | 86080 LAS FLORES | 14 | 3G Water Meters |
| 577 | 7939403 | 9777631 | 0.75 | 50610 CALLE MENDOZA | 14 | 3G Water Meters |
| 578 | 7940008 | 9791207 | 0.75 | 86061 LAS FLORES | 14 | 3G Water Meters |
| 579 | 7942038 | 9777341 | 0.75 | 50565 CALLE MENDOZA | 14 | 3G Water Meters |
| 580 | 7951537 | 9675328 | 0.75 | 86080 COURTE STELLA | 14 | 3G Water Meters |
| 581 | 7958743 | 9675327 | 0.75 | 86070 CALLE PIZANO | 14 | 3G Water Meters |
| 582 | 10159822 | 9936536 | 0.75 | 50740 CALLE MENDOZA | 14 | 3G Water Meters |
| 583 | 10187542 | 9938660 | 0.75 | 86110 COURTE STELLA | 14 | 3G Water Meters |
| 584 | 11732651 | 8750974 | 0.75 | 86041 CALLE PIZANO | 14 | 3G Water Meters |
| 585 | 11733228 | 8751072 | 0.75 | 50851 CALLE MENDOZA | 14 | 3G Water Meters |
| 586 | 11736087 | 8751102 | 0.75 | 86091 CALLE PIZANO | 14 | 3G Water Meters |
| 587 | 11796151 | 9700246 | 0.75 | 86121 CALLE PIZANO | 14 | 3G Water Meters |
| 588 | 11796187 | 9700270 | 0.75 | 50750 TYLER | 14 | 3G Water Meters |
| 589 | 11992608 | 9699895 | 0.75 | 50570 CALLE MENDOZA | 14 | 3G Water Meters |
| 590 | 13407364 | 10906391 | 0.75 | 86051 CORTE OLIVIA | 14 | 3G Water Meters |
| 591 | 5374332 | 5783322 | 0.75 | 85439 HEATHER LN | 16 | 3G Water Meters |
| 592 | 5390866 | 5783284 | 0.75 | 85468 HEATHER LN | 16 | 3G Water Meters |
| 593 | 5391620 | 5783298 | 0.75 | 52500 CYPRESS | 16 | 3G Water Meters |
| 594 | 7522329 | 8643693 | 0.75 | 85517 BRENDA LN | 16 | 3G Water Meters |

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| 595 | 7522929 | 8643695 | 0.75 | 85576 STACIE LN | 16 | 3G Water Meters |
| 596 | 7586481 | 8728691 | 0.75 | 85534 STACIE LN | 16 | 3G Water Meters |
| 597 | 7598660 | 9293558 | 0.75 | 52700 OASIS PALMS | 16 | 3G Water Meters |
| 598 | 7649262 | 9355092 | 0.75 | 85516 BRENDA | 16 | 3G Water Meters |
| 599 | 7686914 | 9577060 | 0.75 | 85451 HEATHER LN | 16 | 3G Water Meters |
| 600 | 7687153 | 9577061 | 0.75 | 85457 HEATHER LN | 16 | 3G Water Meters |
| 601 | 7706348 | 9700321 | 0.75 | 85410 VALENCIA LN | 16 | 3G Water Meters |
| 602 | 7707868 | 9700228 | 0.75 | 85433 VALLEY RD | 16 | 3G Water Meters |
| 603 | 7708316 | 9700273 | 0.75 | 52590 CYPRESS | 16 | 3G Water Meters |
| 604 | 7710050 | 9700316 | 0.75 | 85510 BRENDA LN | 16 | 3G Water Meters |
| 605 | 7710286 | 9700317 | 0.75 | 85367 VALLEY RD | 16 | 3G Water Meters |
| 606 | 7726013 | 9416469 | 0.75 | 85535 STACIE LN | 16 | 3G Water Meters |
| 607 | 7739791 | 9293458 | 0.75 | 52834 SHADY LN | 16 | 3G Water Meters |
| 608 | 7804496 | 9474538 | 0.75 | 52724 SHADY LN | 16 | 3G Water Meters |
| 609 | 7810136 | 9474491 | 0.75 | 52530 CYPRESS | 16 | 3G Water Meters |
| 610 | 7816856 | 9474482 | 0.75 | 52712 SHADY LN | 16 | 3G Water Meters |
| 611 | 7816961 | 9474610 | 0.75 | 85534 BRENDA LN | 16 | 3G Water Meters |
| 612 | 7819439 | 9474487 | 0.75 | 85421 VALLEY RD | 16 | 3G Water Meters |
| 613 | 7835318 | 9474604 | 0.75 | 85540 BRENDA LN | 16 | 3G Water Meters |
| 614 | 7857567 | 9660655 | 0.75 | 85529 STACIE LN | 16 | 3G Water Meters |
| 615 | 7865006 | 9660654 | 0.75 | 85540 STACIE LN | 16 | 3G Water Meters |
| 616 | 7872260 | 9660592 | 0.75 | 85428 VALENCIA LN | 16 | 3G Water Meters |
| 617 | 7877483 | 9674864 | 0.75 | 85517 STACIE LN | 16 | 3G Water Meters |
| 618 | 7877694 | 9660595 | 0.75 | 85469 HEATHER LN | 16 | 3G Water Meters |

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| 619 | 7888839 | 9791168 | 0.75 | 52600 SHADY LN | 16 | 3G Water Meters |
| 620 | 7938123 | 9777719 | 0.75 | 85481 VALLEY RD | 16 | 3G Water Meters |
| 621 | 7938411 | 9777777 | 0.75 | 85577 BRENDA LN | 16 | 3G Water Meters |
| 622 | 7940761 | 9791296 | 0.75 | 85470 VALENCIA LN | 16 | 3G Water Meters |
| 623 | 7966525 | 9743851 | 0.75 | 85451 VALENCIA LN | 16 | 3G Water Meters |
| 624 | 10076835 | 9838689 | 0.75 | 85511 STACIE LN | 16 | 3G Water Meters |
| 625 | 10289785 | 10109694 | 0.75 | 52560 CYPRESS | 16 | 3G Water Meters |
| 626 | 10339748 | 10173364 | 0.75 | 85427 VALENCIA LN | 16 | 3G Water Meters |
| 627 | 11696488 | 8751028 | 0.75 | 85480 VALENCIA LN | 16 | 3G Water Meters |
| 628 | 11742876 | 9255104 | 0.75 | 85523 STACIE LN | 16 | 3G Water Meters |
| 629 | 11742928 | 9255105 | 0.75 | 52862 SHADY LN | 16 | 3G Water Meters |
| 630 | 11743810 | 9255127 | 0.75 | 85427 VALLEY RD | 16 | 3G Water Meters |
| 631 | 11772366 | 9293560 | 0.75 | 85427 HEATHER LN | 16 | 3G Water Meters |
| 632 | 11797304 | 9628717 | 0.75 | 85415 HEATHER LN | 16 | 3G Water Meters |
| 633 | 11798221 | 9700367 | 0.75 | 85495 VALLEY RD | 16 | 3G Water Meters |
| 634 | 11798563 | 9628731 | 0.75 | 85434 VALENCIA LN | 16 | 3G Water Meters |
| 635 | 11798633 | 9628730 | 0.75 | 85565 STACIE LN | 16 | 3G Water Meters |
| 636 | 11798785 | 9628715 | 0.75 | 85457 VALENCIA LN | 16 | 3G Water Meters |
| 637 | 11799706 | 9628716 | 0.75 | 52700 SHADY LN | 16 | 3G Water Meters |
| 638 | 11994006 | 9743849 | 0.75 | 85458 VALENCIA LN | 16 | 3G Water Meters |
| 639 | 4623129 | 5218547 | 0.75 | 51381 CHUPAROSA | 18 | 3G Water Meters |
| 640 | 4624469 | 5218509 | 0.75 | 51320 CARDELINA DR | 18 | 3G Water Meters |
| 641 | 5388941 | 5783384 | 0.75 | 51460 CARDELINA DR | 18 | 3G Water Meters |
| 642 | 7275287 | 8668746 | 0.75 | 51427 CARDELINA DR | 18 | 3G Water Meters |

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| 643 | 7613864 | 8158035 | 0.75 | 86055 PALMERAS CIR | 18 | 3G Water Meters |
| 644 | 7618306 | 8158133 | 0.75 | 86025 PALMERAS CIR | 18 | 3G Water Meters |
| 645 | 7658405 | 9348940 | 0.75 | 51386 CHUPAROSA | 18 | 3G Water Meters |
| 646 | 7663118 | 9255097 | 0.75 | 86089 PALMERAS CIR | 18 | 3G Water Meters |
| 647 | 7668366 | 9255095 | 0.75 | 51374 TYLER/ARBOR | 18 | 3G Water Meters |
| 648 | 7669892 | 9255094 | 0.75 | 86109 PALMERAS CIR | 18 | 3G Water Meters |
| 649 | 7673752 | 9348939 | 0.75 | 51402 MARIPOSA DR | 18 | 3G Water Meters |
| 650 | 7673765 | 9348938 | 0.75 | 51404 PALOMA DR | 18 | 3G Water Meters |
| 651 | 7681606 | 9355117 | 0.75 | 51445 MARIPOSA DR | 18 | 3G Water Meters |
| 652 | 7684280 | 9355139 | 0.75 | 51349 PALMERAS CIR | 18 | 3G Water Meters |
| 653 | 7688419 | 9348941 | 0.75 | 51321 CHUPAROSA | 18 | 3G Water Meters |
| 654 | 7691634 | 9348942 | 0.75 | 86196 PALMERAS CIR | 18 | 3G Water Meters |
| 655 | 7703205 | 9293399 | 0.75 | 51442 MARIPOSA DR | 18 | 3G Water Meters |
| 656 | 7712099 | 9293420 | 0.75 | 86179 PALMERAS CIR | 18 | 3G Water Meters |
| 657 | 7712701 | 9293400 | 0.75 | 51382 MARIPOSA DR | 18 | 3G Water Meters |
| 658 | 7744452 | 9366273 | 0.75 | 86056 PALMERAS CIR | 18 | 3G Water Meters |
| 659 | 7744652 | 9407615 | 0.75 | 51340 CARDELINA DR | 18 | 3G Water Meters |
| 660 | 7751475 | 9367868 | 0.75 | 51403 PALOMA DR | 18 | 3G Water Meters |
| 661 | 7752530 | 9366257 | 0.75 | 51493 PALMERAS CIR | 18 | 3G Water Meters |
| 662 | 7810098 | 9474488 | 0.75 | 51466 CHUPAROSA | 18 | 3G Water Meters |
| 663 | 7835872 | 9487064 | 0.75 | 51344 PALOMA DR | 18 | 3G Water Meters |
| 664 | 7837020 | 9791451 | 0.75 | 85543 AVENIDA CRYSTA | 18 | 3G Water Meters |
| 665 | 7857737 | 9660653 | 0.75 | 51347 CARDELINA DR | 18 | 3G Water Meters |
| 666 | 7861424 | 9660652 | 0.75 | 51325 PALMERAS CIR | 18 | 3G Water Meters |

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| 667 | 7905920 | 9777443 | 0.75 | 51419 PALMERAS CIR | 18 | 3G Water Meters |
| 668 | 7933355 | 9777671 | 0.75 | 51387 CARDELINA DR | 18 | 3G Water Meters |
| 669 | 7936246 | 9777670 | 0.75 | 51384 PALOMA DR | 18 | 3G Water Meters |
| 670 | 7936330 | 9791449 | 0.75 | 85685 AVENIDA NICOLE | 18 | 3G Water Meters |
| 671 | 7936384 | 9791421 | 0.75 | 85473 AVENIDA MARIA | 18 | 3G Water Meters |
| 672 | 7936840 | 9791450 | 0.75 | 52447 CALLE ALICIA | 18 | 3G Water Meters |
| 673 | 7936954 | 9777815 | 0.75 | 51342 MARIPOSA DR | 18 | 3G Water Meters |
| 674 | 7939335 | 9791423 | 0.75 | 52193 CHANNING CT | 18 | 3G Water Meters |
| 675 | 7939511 | 9791185 | 0.75 | 51383 PALOMA DR | 18 | 3G Water Meters |
| 676 | 7939862 | 9777672 | 0.75 | 51319 PALMERAS CIR | 18 | 3G Water Meters |
| 677 | 7940243 | 9791342 | 0.75 | 51366 CHUPAROSA | 18 | 3G Water Meters |
| 678 | 7940631 | 9777409 | 0.75 | 86035 PALMERAS CIR | 18 | 3G Water Meters |
| 679 | 7954497 | 9791343 | 0.75 | 86065 PALMERAS CIR ( | 18 | 3G Water Meters |
| 680 | 7959019 | 9675349 | 0.75 | 51463 PALOMA DR | 18 | 3G Water Meters |
| 681 | 10389700 | 5260404 | 0.75 | 85440 AVENIDA MARIA | 18 | 3G Water Meters |
| 682 | 11273659 | 8750967 | 0.75 | 86106 PALMERAS CIR | 18 | 3G Water Meters |
| 683 | 11733339 | 8750979 | 0.75 | 51426 CHUPAROSA | 18 | 3G Water Meters |
| 684 | 11740655 | 8158096 | 0.75 | 52066 CHANNING CT | 18 | 3G Water Meters |
| 685 | 11742335 | 9255099 | 0.75 | 51345 MARIPOSA DR | 18 | 3G Water Meters |
| 686 | 11742474 | 9255096 | 0.75 | 51385 MARIPOSA DR | 18 | 3G Water Meters |
| 687 | 11796172 | 9700287 | 0.75 | 51464 PALOMA DR | 18 | 3G Water Meters |
| 688 | 11798299 | 9293591 | 0.75 | 86206 PALMERAS CIR | 18 | 3G Water Meters |
| 689 | 11798585 | 9700286 | 0.75 | 51380 CARDELINA DR | 18 | 3G Water Meters |
| 690 | 11799408 | 9628710 | 0.75 | 51379 PALMERAS CIR | 18 | 3G Water Meters |

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| 691 | 11822445 | 9416447 | 0.75 | 51370 PALMERAS CIR | 18 | 3G Water Meters |
| 692 | 11849012 | 9474489 | 0.75 | 86046 PALMERAS CIR | 18 | 3G Water Meters |
| 693 | 7273931 | 8668760 | 0.75 | 86752 NAOMI CT | 19 | 3G Water Meters |
| 694 | 7522140 | 8643686 | 0.75 | 51757 HERNANDEZ | 19 | 3G Water Meters |
| 695 | 7523424 | 8643685 | 0.75 | 86765 NAOMI CT | 19 | 3G Water Meters |
| 696 | 7585279 | 8715177 | 0.75 | 51829 PEREZ | 19 | 3G Water Meters |
| 697 | 7673042 | 9355094 | 0.75 | 86779 ORTIZ ST | 19 | 3G Water Meters |
| 698 | 7686452 | 9242330 | 0.75 | 51759 LA PONDEROSA | 19 | 3G Water Meters |
| 699 | 7739228 | 9293529 | 0.75 | 86775 ROMUALDA CT | 19 | 3G Water Meters |
| 700 | 7749448 | 9367881 | 0.75 | 51304 HERNANDEZ | 19 | 3G Water Meters |
| 701 | 7805064 | 9474539 | 0.75 | 51520 HERNANDEZ | 19 | 3G Water Meters |
| 702 | 7836166 | 9474591 | 0.75 | 86787 ROMUALDA CT | 19 | 3G Water Meters |
| 703 | 7877488 | 9699894 | 0.75 | 86741 NAOMI CT | 19 | 3G Water Meters |
| 704 | 7880505 | 9641573 | 0.75 | 51568 HERNANDEZ | 19 | 3G Water Meters |
| 705 | 7898675 | 9777669 | 0.75 | 86788 NAOMI CT | 19 | 3G Water Meters |
| 706 | 7913126 | 9777781 | 0.75 | 51781 PEREZ | 19 | 3G Water Meters |
| 707 | 7916186 | 9777783 | 0.75 | 51640 HERNANDEZ | 19 | 3G Water Meters |
| 708 | 7920795 | 9777780 | 0.75 | 51592 LA PONDEROSA | 19 | 3G Water Meters |
| 709 | 7936994 | 9791208 | 0.75 | 51832 HERNANDEZ | 19 | 3G Water Meters |
| 710 | 7937600 | 9791244 | 0.75 | 86753 NAOMI CT | 19 | 3G Water Meters |
| 711 | 7937961 | 9777748 | 0.75 | 51853 PEREZ | 19 | 3G Water Meters |
| 712 | 7938143 | 9777828 | 0.75 | 51903 LA PONDEROSA | 19 | 3G Water Meters |
| 713 | 7938924 | 9791265 | 0.75 | 86776 NAOMI CT | 19 | 3G Water Meters |
| 714 | 7957549 | 9675366 | 0.75 | 86762 ROMUALDA CT | 19 | 3G Water Meters |

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| 715 | 7958373 | 9743776 | 0.75 | 86755 ORTIZ | 19 | 3G Water Meters |
| 716 | 7958791 | 9743786 | 0.75 | 51544 LA PONDEROSA | 19 | 3G Water Meters |
| 717 | 10159065 | 9938769 | 0.75 | 51664 HERNANDEZ | 19 | 3G Water Meters |
| 718 | 11395069 | 8751035 | 0.75 | 51616 HERNANDEZ | 19 | 3G Water Meters |
| 719 | 11732532 | 8751046 | 0.75 | 51829 HERNANDEZ | 19 | 3G Water Meters |
| 720 | 11742779 | 9255118 | 0.75 | 51856 HERNANDEZ | 19 | 3G Water Meters |
| 721 | 11798056 | 9700267 | 0.75 | 86777 NAOMI CT | 19 | 3G Water Meters |
| 722 | 11993873 | 9743852 | 0.75 | 51769 HERNANDEZ | 19 | 3G Water Meters |
| 723 | 7679981 | 9355151 | 0.75 | 53798 CALLE BALDERAS | 22 | 3G Water Meters |
| 724 | 7940630 | 9777791 | 0.75 | 53838 CALLE BALDERAS | 22 | 3G Water Meters |
| 725 | 10389194 | 10183321 | 0.75 | 53112 TEPEYAC CT | 22 | 3G Water Meters |
| 726 | 4618741 | 5218531 | 0.75 | 48150 HARRISON ST | 23 | 3G Water Meters |
| 727 | 4621453 | 5218154 | 0.75 | 45964 MERITAGE LN | 23 | 3G Water Meters |
| 728 | 4622856 | 5218528 | 0.75 | 48080 HARRISON ST | 23 | 3G Water Meters |
| 729 | 4647660 | 5240997 | 0.75 | 86192 SONOMA LN (LAN | 23 | 3G Water Meters |
| 730 | 4650082 | 5241012 | 0.75 | 86187 GRENACHE LN(LA | 23 | 3G Water Meters |
| 731 | 4669796 | 3794013 | 0.75 | 85721 AVE 50 | 23 | 3G Water Meters |
| 732 | 7275592 | 8677024 | 0.75 | 31 AVE VERONICA CA & | 23 | 3G Water Meters |
| 733 | 7278898 | 8677023 | 0.75 | 31 GENOA AVE ALEEN & | 23 | 3G Water Meters |
| 734 | 7523923 | 8655000 | 0.75 | 52857 CALLE JOYCE | 23 | 3G Water Meters |
| 735 | 7579729 | 8728721 | 0.75 | 85885 AVENIDA GRACE | 23 | 3G Water Meters |
| 736 | 7583850 | 8728642 | 0.75 | 52786 CALLE FLORENA | 23 | 3G Water Meters |
| 737 | 7586264 | 8728644 | 0.75 | 85840 AVENIDA ALEENA | 23 | 3G Water Meters |
| 738 | 7588263 | 8728640 | 0.75 | 85852 AVENIDA ALEENA | 23 | 3G Water Meters |

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| 739 | 7598711 | 9293548 | 0.75 | 86257 PINOT NOIR | 23 | 3G Water Meters |
| 740 | 7615727 | 8158109 | 0.75 | 85886 AVENIDA RAYLYN | 23 | 3G Water Meters |
| 741 | 7682239 | 9355142 | 0.75 | 86139 ARROWOOD AVE | 23 | 3G Water Meters |
| 742 | 7686335 | 9348955 | 0.75 | 86135 ARROWOOD AVE | 23 | 3G Water Meters |
| 743 | 7744207 | 9367851 | 0.75 | 85854 AVENIDA VERONI | 23 | 3G Water Meters |
| 744 | 7744972 | 9367856 | 0.75 | 52706 CALLE FLORENA | 23 | 3G Water Meters |
| 745 | 7749598 | 9367862 | 0.75 | 52718 CALLE FLORENA | 23 | 3G Water Meters |
| 746 | 7838447 | 9474586 | 0.75 | 44800 DILLON RD-GUAR | 23 | 3G Water Meters |
| 747 | 7854901 | 9674866 | 0.75 | 85929 AVENIDA GRACE | 23 | 3G Water Meters |
| 748 | 7857689 | 9628688 | 0.75 | 52781 GENOA ST | 23 | 3G Water Meters |
| 749 | 7893065 | 9777700 | 0.75 | 44470 DUCKHORN DR | 23 | 3G Water Meters |
| 750 | 7936966 | 9791331 | 0.75 | 85765 AVENIDA RAYLYN | 23 | 3G Water Meters |
| 751 | 7936999 | 9791329 | 0.75 | 52832 GENOA ST | 23 | 3G Water Meters |
| 752 | 7937304 | 9777329 | 0.75 | 85948 AVENIDA GRACE | 23 | 3G Water Meters |
| 753 | 7937417 | 9791333 | 0.75 | 52844 GENOA ST | 23 | 3G Water Meters |
| 754 | 7937427 | 9791327 | 0.75 | 52857 GENOA ST | 23 | 3G Water Meters |
| 755 | 7937451 | 9791328 | 0.75 | 52891 GENOA ST | 23 | 3G Water Meters |
| 756 | 7937589 | 9791330 | 0.75 | 85781 AVENIDA RAYLYN | 23 | 3G Water Meters |
| 757 | 7938025 | 9791407 | 0.75 | 86231 GRENACHE LN | 23 | 3G Water Meters |
| 758 | 7938029 | 9791332 | 0.75 | 52856 GENOA ST | 23 | 3G Water Meters |
| 759 | 7938112 | 9791324 | 0.75 | 52869 GENOA ST | 23 | 3G Water Meters |
| 760 | 7939358 | 9791326 | 0.75 | 52845 GENOA ST | 23 | 3G Water Meters |
| 761 | 7939362 | 9791325 | 0.75 | 52881 GENOA ST | 23 | 3G Water Meters |
| 762 | 7939441 | 9791281 | 0.75 | 86120 SONOMA CREEK R | 23 | 3G Water Meters |

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| 763 | 7939446 | 9791280 | 0.75 | 44469 MASSON DR | 23 | 3G Water Meters |
| 764 | 7940629 | 9777427 | 0.75 | 86128 SONOMA CREEK R | 23 | 3G Water Meters |
| 765 | 7947457 | 9674844 | 0.75 | 85948 AVENIDA RAYLYN | 23 | 3G Water Meters |
| 766 | 7952484 | 9743858 | 0.75 | 52810 GENOA ST | 23 | 3G Water Meters |
| 767 | 7957028 | 9743806 | 0.75 | 52822 GENOA ST | 23 | 3G Water Meters |
| 768 | 7957042 | 9743812 | 0.75 | 52811 GENOA ST | 23 | 3G Water Meters |
| 769 | 7957044 | 9743805 | 0.75 | 52799 GENOA ST | 23 | 3G Water Meters |
| 770 | 7957056 | 9743810 | 0.75 | 52793 GENOA ST | 23 | 3G Water Meters |
| 771 | 7959755 | 9743807 | 0.75 | 52805 GENOA ST | 23 | 3G Water Meters |
| 772 | 10094246 | 5247956 | 0.75 | 44471 DUCKHORN LN | 23 | 3G Water Meters |
| 773 | 11742056 | 9255062 | 0.75 | 85901 VISTA DEL NORT | 23 | 3G Water Meters |
| 774 | 11742475 | 9255060 | 0.75 | 48050 HARRISON ST | 23 | 3G Water Meters |
| 775 | 11796250 | 9705278 | 0.75 | 31 GENOA AVE VERON & | 23 | 3G Water Meters |
| 776 | 11797615 | 9628686 | 0.75 | 85700 AVENIDA ALEENA | 23 | 3G Water Meters |
| 777 | 11798242 | 9705287 | 0.75 | 86157 ARROWOOD AVE | 23 | 3G Water Meters |
| 778 | 11798583 | 9705282 | 0.75 | 31 JULIA CT AVENID & | 23 | 3G Water Meters |
| 779 | 11798861 | 9628685 | 0.75 | 52787 GENOA ST | 23 | 3G Water Meters |
| 780 | 11988429 | 9743803 | 0.75 | 52798 GENOA ST | 23 | 3G Water Meters |
| 781 | 7583770 | 8728662 | 0.75 | 86162 CALLE BOUGANVI | 24 | 3G Water Meters |
| 782 | 7686715 | 9348964 | 0.75 | 86012 CALLE BOUGANVI | 24 | 3G Water Meters |
| 783 | 7759075 | 9416471 | 0.75 | 86109 CALLE BOUGANVI | 24 | 3G Water Meters |
| 784 | 7805223 | 9474530 | 0.75 | 86089 CALLE BOUGANVI | 24 | 3G Water Meters |
| 785 | 7873642 | 9699899 | 0.75 | 86129 CALLE BOUGANVI | 24 | 3G Water Meters |
| 786 | 7876672 | 9641603 | 0.75 | 86140 CALLE VIOLETA | 24 | 3G Water Meters |

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| 787 | 7940654 | 9777416 | 0.75 | 86132 CALLE BOUGANVI | 24 | 3G Water Meters |
| 788 | 11740898 | 8158091 | 0.75 | 86142 CALLE BOUGANVI | 24 | 3G Water Meters |
| 789 | 11741561 | 9255064 | 0.75 | 86032 CALLE BOUGANVI | 24 | 3G Water Meters |
| 790 | 4623583 | 5218549 | 0.75 | 52936 CALLE DIEGO | 25 | 3G Water Meters |
| 791 | 5040604 | 5659357 | 0.75 | 52797 FAMILY CIR | 25 | 3G Water Meters |
| 792 | 7523908 | 8649994 | 0.75 | 84856 CALLE LYA | 25 | 3G Water Meters |
| 793 | 7584799 | 8728713 | 0.75 | 52694 CALLE CAMACHO | 25 | 3G Water Meters |
| 794 | 7585584 | 8728711 | 0.75 | 84857 CALLE ROBERTO | 25 | 3G Water Meters |
| 795 | 7587390 | 8728712 | 0.75 | 52721 CALLE CAMACHO | 25 | 3G Water Meters |
| 796 | 7587680 | 8728710 | 0.75 | 84878 CALLE LYA | 25 | 3G Water Meters |
| 797 | 7613053 | 8158013 | 0.75 | 84937 CALLE VERDE | 25 | 3G Water Meters |
| 798 | 7615441 | 8158134 | 0.75 | 84850 CALLE LYA | 25 | 3G Water Meters |
| 799 | 7618268 | 8158135 | 0.75 | 84056 BELLISSIMA AVE | 25 | 3G Water Meters |
| 800 | 7687378 | 9355146 | 0.75 | 84841 CALLE VERDE | 25 | 3G Water Meters |
| 801 | 7760096 | 9407656 | 0.75 | 52720 CALLE CAMACHO | 25 | 3G Water Meters |
| 802 | 7838862 | 9474617 | 0.75 | 84869 CALLE LYA | 25 | 3G Water Meters |
| 803 | 7855385 | 9641608 | 0.75 | 52590 CALLE CAMACHO | 25 | 3G Water Meters |
| 804 | 7909880 | 9777826 | 0.75 | 52565 CALLE CAMACHO | 25 | 3G Water Meters |
| 805 | 7937266 | 9777380 | 0.75 | 84567 CALLE GREGORIO | 25 | 3G Water Meters |
| 806 | 7938613 | 9777623 | 0.75 | 84573 CALLE DIEGO | 25 | 3G Water Meters |
| 807 | 7939244 | 9791180 | 0.75 | 53046 CALLE CAMACHO | 25 | 3G Water Meters |
| 808 | 7939273 | 9791432 | 0.75 | 52695 CALLE CAMACHO | 25 | 3G Water Meters |
| 809 | 7939507 | 9777733 | 0.75 | 84860 CALLE ROBERTO | 25 | 3G Water Meters |
| 810 | 11261442 | 9700236 | 0.75 | 52642 CALLE CAMACHO | 25 | 3G Water Meters |

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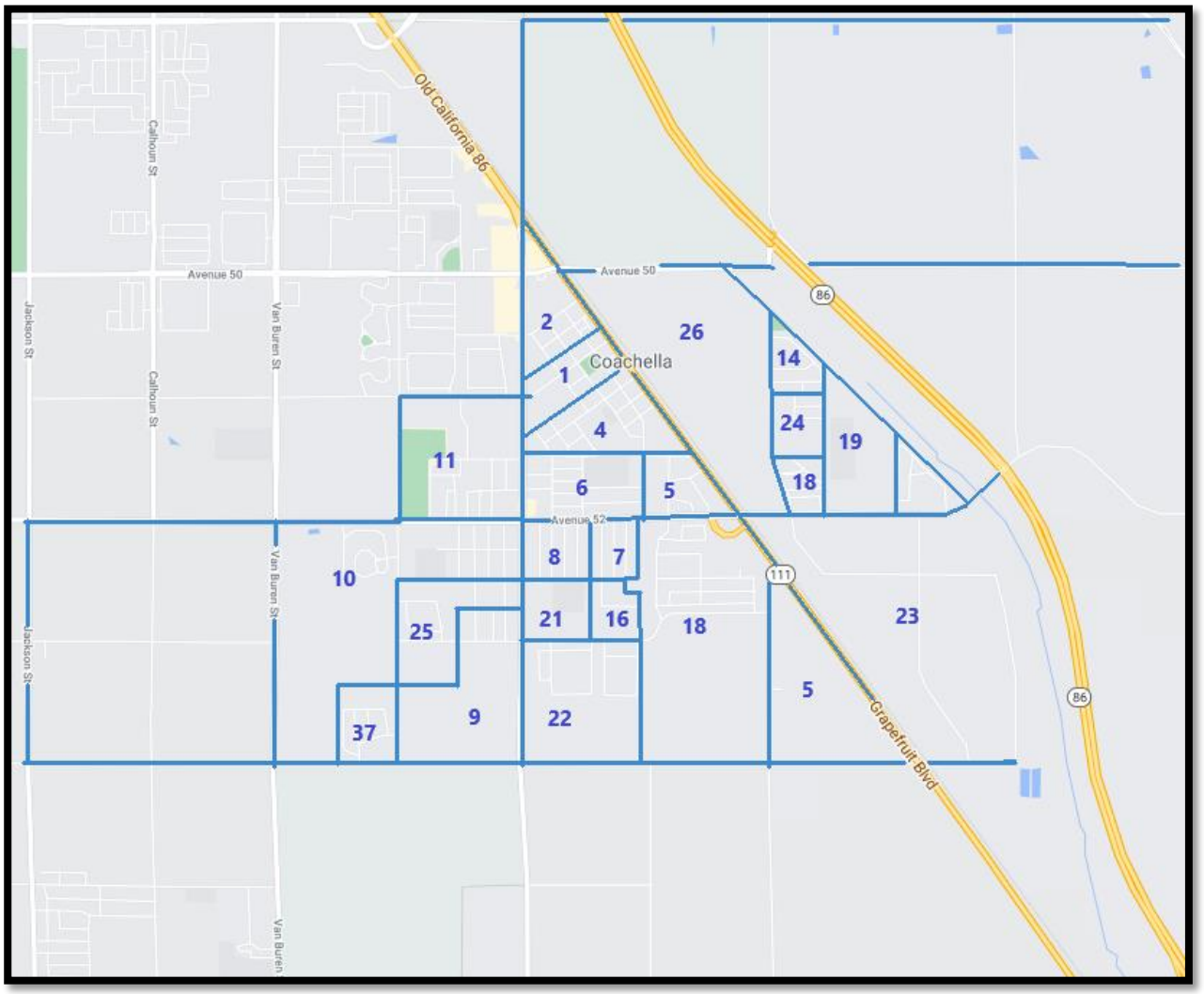
|---|---|---|---|---|---|---|
| 811 | 11798170 | 9700363 | 0.75 | 84863 CALLE LYA | 25 | 3G Water Meters |
| 812 | 11822724 | 9407658 | 0.75 | 84859 CALLE VERDE | 25 | 3G Water Meters |
| 813 | 5389357 | 5783376 | 0.75 | 53938 AMETHYST CT | 37 | 3G Water Meters |
| 814 | 7621237 | 8158116 | 0.75 | 53764 EAST SIENNA CI | 37 | 3G Water Meters |
| 815 | 7681925 | 9348954 | 0.75 | 84386 SCARLET WAY | 37 | 3G Water Meters |
| 816 | 7686961 | 9355119 | 0.75 | 53968 MAHOGANY CT | 37 | 3G Water Meters |
| 817 | 7705370 | 9700352 | 0.75 | 53720 SAPPHIRE LN | 37 | 3G Water Meters |
| 818 | 7712933 | 9293546 | 0.75 | 53859 WEST SIENNA CI | 37 | 3G Water Meters |
| 819 | 7751228 | 9366244 | 0.75 | 53959 TOPAZ CT | 37 | 3G Water Meters |
| 820 | 7838426 | 9563271 | 0.75 | 53672 EAST SIENNA CI | 37 | 3G Water Meters |
| 821 | 7879160 | 9660608 | 0.75 | 53694 EAST SIENNA CI | 37 | 3G Water Meters |
| 822 | 7893133 | 9777613 | 0.75 | 53913 AMETHYST CT | 37 | 3G Water Meters |
| 823 | 7914231 | 9791170 | 0.75 | 84444 SCARLET WAY | 37 | 3G Water Meters |
| 824 | 7933985 | 9777844 | 0.75 | 53865 WEST SIENNA CI | 37 | 3G Water Meters |
| 825 | 7936139 | 9791172 | 0.75 | 84434 SCARLET WAY | 37 | 3G Water Meters |
| 826 | 7937688 | 9791247 | 0.75 | 53788 EAST SIENNA CI | 37 | 3G Water Meters |
| 827 | 7938126 | 9791175 | 0.75 | 84417 NORTH SIENNA C | 37 | 3G Water Meters |
| 828 | 7940102 | 9777428 | 0.75 | 53873 WEST SIENNA CI | 37 | 3G Water Meters |
| 829 | 7957564 | 9675358 | 0.75 | 53892 AMETHYST | 37 | 3G Water Meters |
| 830 | 10072695 | 9838677 | 0.75 | 53693 SLATE DR | 37 | 3G Water Meters |
| 831 | 11395055 | 8751092 | 0.75 | 53966 AMETHYST CT | 37 | 3G Water Meters |
| 832 | 11732541 | 8750997 | 0.75 | 53954 AMETHYST CT | 37 | 3G Water Meters |
| 833 | 11733007 | 8751017 | 0.75 | 84374 SCARLET WAY | 37 | 3G Water Meters |
| 834 | 11733009 | 8751016 | 0.75 | 84470 SCARLET WAY | 37 | 3G Water Meters |

| | | | | | | |
|---|---|---|---|---|---|---|
| 835 | 11741556 | 9255061 | 0.75 | 53953 MAHOGANY CT | 37 | 3G Water Meters |
| 836 | 11798007 | 9700256 | 0.75 | 53828 EAST SIENNA CI | 37 | 3G Water Meters |
| 837 | 11822367 | 9416477 | 0.75 | 53946 AMETHYST | 37 | 3G Water Meters |
| 838 | 12217479 | 10635157 | 0.75 | 53808 SAPPHIRE LN | 37 | 3G Water Meters |
| 839 | 13245217 | 10731370 | 0.75 | 53880 MAHOGANY CT | 37 | 3G Water Meters |
| | | | | | | |

COACHELLA
WATER AUTHORITY &
SANITARY DISTRICT
SERVICE. VALUE. QUALITY.

# COACHELLA WATER AUTHORITY ZONE ONE DISTRIBUTION MAP



# Allegro® Interpreter Installation Manual

**Category:** Registers & Endpoints

**Type:** Interpreter Register

**Issue:** Installation

**Master Meter, Inc.** ❹ 101 Regency Parkway, Mansfield, TX 76063 ❹
T: 817-842-8000 ❹ MasterMeter.com

## 1. Main Concept

The Allegro UTG is an AMR register with nonmoving parts and digital display for Master Meter market. The register will fit installed meters and new meters as well.

Installing the register

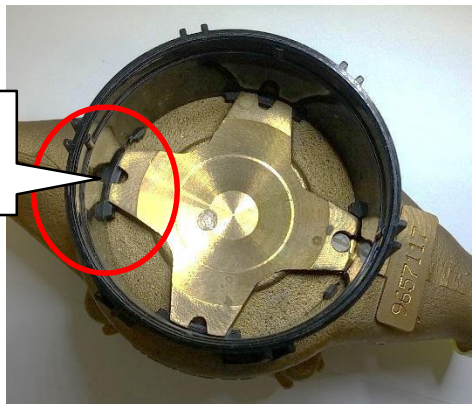
---

## 2. The Meter

One should take the water meter and make sure installed register parameters were set accordingly on water measurement.

## 3. Plastic Adaptor

Take match plastic adaptor for chosen meter and lock it to meter by rotating it clockwise.




## 4. Allegro Register Install

If the register has been preassembled with the housing and shroud, place the register on meter on meter so that the shroud will lock on to the meter flanges and twist clockwise.

## 5. Plastic cover and adaptor lock

Place register top cover over the adaptor and place lock pin in its place.

6952984
0000 GPM
GAL
00000001
allegro
powered by Master Meter
04.2018

Activating the Register

**6. Using magnet (recommended)**

Take strong magnet and place it over the glass dome (MM logo). Indication that magnet was recognized by register appears on bottom left side of LCD => lower strip (see red arrow). Remove the magnet immediately after the indicator is visible.

Once unit has been activated with magnet, the display screen will scroll through the following images.

After the register has been activated and has scrolled through the four screens above, the register will toggle between the UPLINK frequency and the size the register is programmed for.

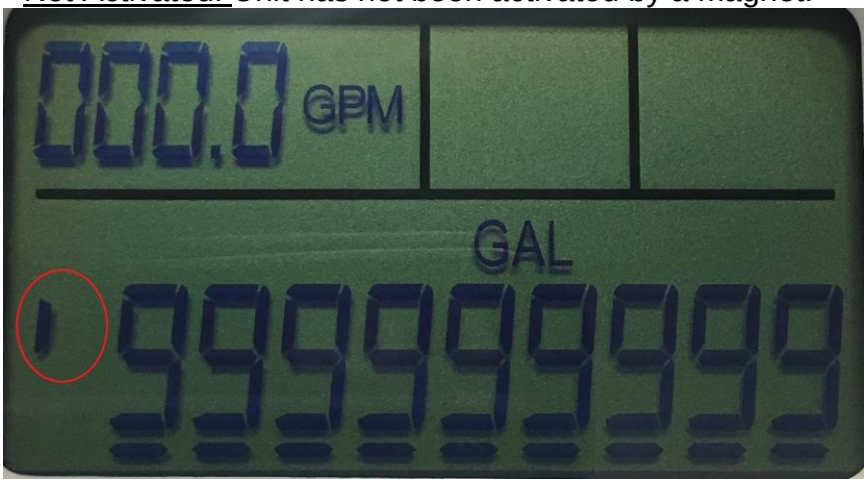
After approx. 10 gallons of water has run through the meter, the display will show the current reading.

LCD network signs

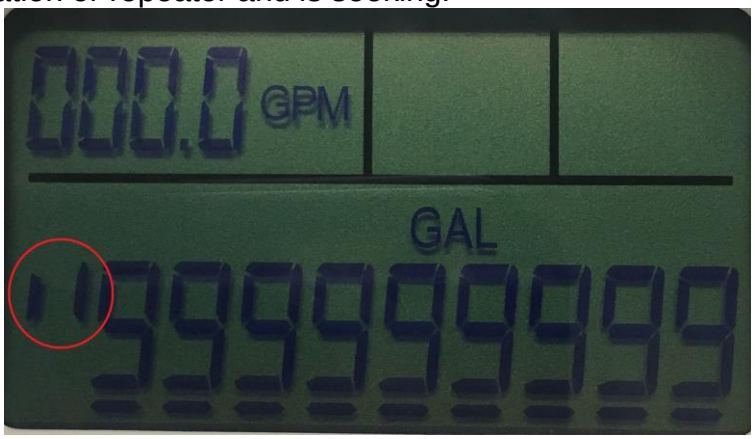
## 7. Signal digit

The Allegro register's left most digit is dedicated to network process indications along with magnet attached.

7.1 Not Activated: Unit has not been activated by a magnet.




7.2 Unit Not Synced with the Base Station: The parallel lines indicate the register has not fully synced with the base station or repeater and is seeking.

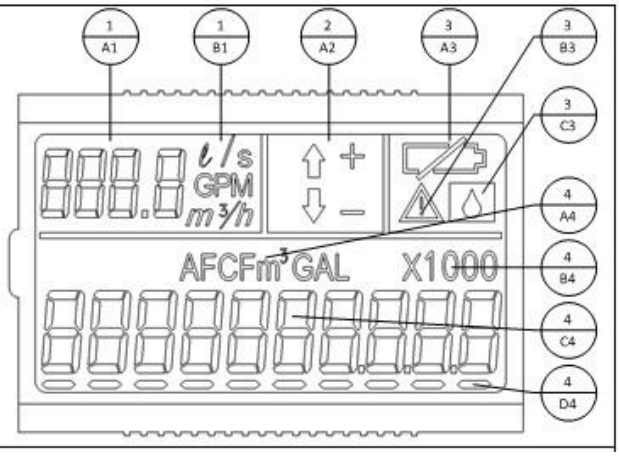



7.3 Unit has made intial contact with the Base Station: Unit has heard and connected to base station should have this indication.

7.4 Unit has synced with the Base Station: Unit has fully connected to the base station.

LCD Display

| | |
|---|---|
| 1- Flow | A1 – Flow Rate<br>B1 – Flow Unit |
| 2- Flow Direction | 2A – Direction indicators |
| 3- Alerts | A3 – Battery status<br>B3 – System information<br>C3 – Leak detection |
| 4 – Main Accumulator | A4 – Measurement unit<br>B4 – Multiplier<br>C4 – Accumulator<br>D4 – AMR digit indicator |




7.5 Main Consumption:

- Required at least 9 digits
- Transmitted digits marker (Under line)
- Multiplying the main consumption by 10 / 100 / 1000
- 3 Decimal points 0.1, 0.01, 0.001
- Measurement unit display – GAL, m3, AFCF

7.6 Flow:

- Indication of flow value 4 digits
- Measurement unit display – l/s, GPM, m3/h
- Direction of flow indication CW or CCW

7.7 Alarms:

- Leak detection
- General icon for tamper, Cut wire
- Battery status indication in two stages

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Authorization to Submit a Proposal for the California Resilience Challenge

---

**STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to: 1) apply for grant funding from the California Resilience Challenge 2021 Grant Program, for an amount up to $200,000 with no match requirement; 2) execute the funding agreement and all documents related to the grant if awarded; 3) if awarded, establish the California Resilience Grant Program revenue and expenditure budgets for an amount up to $200,000.

**BACKGROUND:**

Climate change is forcing communities across California to become more resilient to drought, flood, wildfire, extreme heat, and rising seas. Climate resilience aims to anticipate and prepare for impacts to reduce the damage from extreme weather events, as well as chronic, long-term shifts, including those resulting from or aggravated by climate change. Taking steps today to adapt to climate change in a climate friendly way will yield significant future benefits for public health, safety, infrastructure, the economy, and the environment. However, California lacks dedicated funding for comprehensive, statewide climate adaptation planning. California's extraordinary geographic, economic, environmental and cultural diversity calls for an equally diverse array of climate adaptation projects that can serve as a model for countries around the world.

To complement these and other climate change resilience planning efforts, the California Resilience Challenge is providing funding by means of its 2021 Grant Program for eligible resiliency planning projects aimed at improving local resilience to climate impacts, including drought, flooding (including sea level rise), extreme heat and increasing frequency of hot days, and wildfire challenges, and water and air quality impacts of the foregoing. Selected plans will be innovative and replicable for other locations, will help protect critical infrastructure, and will require broad community support; significantly, the focus of the 2021 Grant Program will be on projects that serve under-resourced communities. A key goal of the California Resilience Challenge is to support a diversity of projects in terms of scale, type, and readiness with a focus on supporting planning projects that could fast track implementation.

**DISCUSSION/ANALYSIS**:

The California Resilience Challenge is an initiative of the Bay Area Council Foundation, a nonprofit corporation, qualified as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. The Challenge is administered by the Bay Area Council, a business-sponsored public policy advocacy organization for the nine-county Bay Area that was founded in 1945. Proposals must support climate resilience planning projects, with a preference for projects that will lead to implementation of resiliency infrastructure. Grants will be awarded between the range of $100,000 and $200,000, but the CRC reserves the right to make smaller or larger grants, and the right to award less than the maximum amount.

**ALTERNATIVES:**

1. Authorize the City Manager to submit a grant funding proposal
2. Not authorize the City Manager to submit a grant funding proposal

**FISCAL IMPACT**:

If selected, the Project Agreement with the California Resiliency Challenge will award the City a not-to-exceed amount of $200,000 in grant funding. The CRC grant does not require a match. If awarded, staff recommends creating a new operating grant California Resilience Grant Program account and establish the reimbursement revenue and expenditure budgets not-to-exceed $200,000.

**ATTACHMENTS**:

1. California Resilience Challenge RFP 2021 Grant Program

# California Resilience Challenge

## Request for Proposals, 2021 Grant Program

### July 12, 2021 - Application Deadline 5pm, September 13, 2021

CALIFORNIA RESILIENCE CHALLENGE

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- Michelle Passero, Director of Climate Policy, The Nature Conservancy
- Gloria Walton, President and Chief Executive Officer, The Solutions Project
- Betty Williams, Executive Director, California-Hawaii NAACP
- Ellen Wu, Executive Director, Urban Habitat
- Special Advisor, Wildfire: Danielle Cagan, Vice President External Affairs, CSAA Insurance Group

## Staff

- Adrian Covert, Senior Vice President, Public Policy, Bay Area Council
- Anna Sciaruto, Senior Policy Associate, Bay Area Council

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# 1. Background

Climate change is forcing communities across California to become more resilient to drought, flood, wildfire, extreme heat, and rising seas. Climate resilience aims to anticipate and prepare for impacts to reduce the damage from extreme weather events, as well as chronic, long-term shifts, including those resulting from or aggravated by climate change. Taking steps today to adapt to climate change in a climate friendly way will yield significant future benefits for public health, safety, infrastructure, the economy, and the environment. However, California lacks dedicated funding for comprehensive, statewide climate adaptation planning. California's extraordinary geographic, economic, environmental and cultural diversity calls for an equally diverse array of climate adaptation projects that can serve as a model for countries around the world.

Senate Bill (SB) 379, enacted in 2015, requires cities and counties to incorporate climate adaptation and resiliency strategies into their general plans. Specifically, SB 379 requires general plans to include the following features:

- A vulnerability assessment identifying risks climate change poses to the local government and the geographic areas at risk from climate change impacts.
- A set of adaptation and resilience goals, policies and objectives.
- A set of feasible implementation measures designed to carry out the goals, policies and objectives, including feasible methods to avoid or minimize climate change impacts associated with new land uses and the location of new essential public facilities outside of at-risk areas.

SB 246 (2015, Wieckowski) directs the Governor's Office of Planning and Research (OPR) to establish an Integrated Climate Adaptation and Resiliency Program to coordinate regional and local adaptation efforts with state climate adaptation strategies. SB 1000 (2016, Leyva) further tasks municipalities, when updating their general plans, to include an environmental justice element identifying objectives and policies to reduce the unique health risks in disadvantaged communities, including pollution reduction, air quality improvement, and the promotion of public facilities.

SB 1072 (Leyva, 2018) established a state program at the Strategic Growth Council to assist under-resourced communities in building their resources, capacity, implementation experience, and technical expertise to implement multi-benefit climate mitigation and adaptation projects. SB 1072 focuses on building local capacity through collaboration between multi-sector partners to more effectively and equitably develop competitive funding proposals in partnership with impacted communities.

SB-1320 (2020, Stern) requires the Governor's OPR, in consultation and coordination with other agencies, to complete a California Climate Change Assessment every five years. The Assessment must provide an "integrated suite of products" that report the impacts and risks of climate change, based on the best available science, and identify potential solutions to inform legislative policy. These "products" must include, among other items: regionally specific reports that can inform regional and local vulnerability assessments, adaptation planning, and community resilience efforts; and examples of best practices for planning for future climate conditions and approaches to building adaptation and resilience.

On October 7, 2020, the Governor issued Executive Order N-82-20, which directs state agencies to deploy a number of strategies to store carbon in the state's natural and working lands and

remove it from the atmosphere. Specifically, state agencies are directed to pursue innovative actions, strategies and partnerships to maximize the full climate benefits of our natural and working land through healthy soils management, including planting cover crops, hedgerows and compost applications; wetlands restoration to protect coastal areas; active forest management to reduce catastrophic risk and restore forest health; and boosting green infrastructure in urban areas like trees and parks.

The Governor's Office of Emergency Services may offer financial resources to prevent or lessen impacts from climate change.

To complement these and other climate change resilience planning efforts, the California Resilience Challenge is providing funding by means of its 2021 Grant Program for eligible resiliency planning projects aimed at improving local resilience to climate impacts, including drought, flooding (including sea level rise), extreme heat and increasing frequency of hot days, and wildfire challenges, and water and air quality impacts of the foregoing. Selected plans will be innovative and replicable for other locations, will help protect critical infrastructure, and will require broad community support; significantly, the focus of the 2021 Grant Program will be on projects that serve under-resourced communities. A key goal of the California Resilience Challenge is to support a diversity of projects in terms of scale, type, and readiness with a focus on supporting planning projects that could fast track implementation.

## 2. About the California Resilience Challenge

1. The California Resilience Challenge is a statewide effort, led by businesses, utilities, and a diverse range of partners, to build local and regional climate resilience and to support a shared vision for a resilient California in the face of increasing climate threats. The Challenge is providing grants for diverse, replicable and innovative climate change adaptation planning projects across California. These projects will reflect California's diverse geography and showcase leadership in climate change adaptation.

2. The California Resilience Challenge is an initiative of the Bay Area Council Foundation, a nonprofit corporation, qualified as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. The Challenge is administered by the Bay Area Council, a business-sponsored public policy advocacy organization for the nine-county Bay Area that was founded in 1945. Learn more at bayareacouncil.org.

3. The California Resilience Challenge has assembled a Grant Fund in excess of $1.5 million. The sources of the Grant Fund include businesses, utilities, nongovernmental organizations, and foundations. Donors to the Grant Fund are identified at ResilientCal.org/leadership.

## 3. Request for Proposals

California Resilience Challenge (CRC) is pleased to invite eligible local California public entities (including California Native American Tribes), non-governmental organizations, and community-based organizations to respond to this Request for Proposals (RFP) for grants in support of climate resilience planning projects, with a preference for projects that will lead to implementation of resiliency infrastructure. (See definitions in Section 6.) Selected proposals will be for specific

planning projects that will commence on or before July 31, 2022 and are to be completed by July 31, 2024. It is CRC's expectation that individual grants will be awarded for between $100,000 and $200,000, but CRC reserves the right to make smaller or larger grants, and the right to award less than the maximum amount of its Grant Fund.

# 4. Eligibility

California-based non-government organizations, including community-based organizations, representing under-resourced communities are encouraged to apply, as are local California public entities that represent under-resourced communities. CRC intends "under-resourced communities" to include and prioritize the following communities that are susceptible to the impacts of climate change and face large barriers to accessing public funds, while also adjusting for significant cost-of-living variations throughout the state.

- "Disadvantaged communities" as defined by CalEnviroScreen (Health and Safety Code Section 39711);
- "Low-income communities", defined as census tracts with median household incomes at or below 80% of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits (Health and Safety Code 39713);
- "Disadvantaged communities", defined as a community with a median household income less than 80% of the statewide average; and "severely disadvantaged communities", defined as a community with a median household income less than 60% of the statewide average" (Public Resources Code 75005);
- Frontline communities and underrepresented communities, which are those that experience continuing injustice—including people of color, immigrants, people with lower incomes, those in rural areas, and indigenous people; and
- "Climate vulnerable communities," as defined in the Governor's OPR resource, Defining Vulnerable Communities in the Context of Climate Adaptation.

Eligible applicants consist of the following:

- California-based non-government organizations (NGOs) that have as a principal mission, serving or advocating for under-resourced communities. Such NGOs may include community-based organizations, and may be supported by fiscal sponsors. Such NGOs need not be 501(c)(3) organizations, but must be legal entities authorized and empowered to enter into contracts and hold funds. NGOs are encouraged to partner with a local California public entity.
- Local California public entities applying for projects targeted at benefitting under-resourced communities in their constituencies must partner with community-based organizations. Such public entities may include:
    - California incorporated cities, whether or not charter cities
    - California counties
    - Local agencies and districts at the county level

- Joint Powers Authorities
- Special Districts such as, but not limited to, Geologic Hazard and Abatement Districts, Community Facilities Districts, Utility Districts and others
- California Native American Tribes
- Metropolitan Planning Organizations
- Councils of Governments

State-level and regional public entities, including the State of California and its departments, commissions and agencies, and interstate compact entities are not eligible for this program focused on local efforts.

# 5. Support and Other Funding

CRC may make grants that would provide the required match funding to release other funding or grant opportunities. CRC wishes to fund viable projects. If additional funding is needed in addition to the CRC funding for the project to be executed, details must be provided including the likely timescale for securing the additional funding. Proposals should include letters of support from the applicant's lead (and supporting) department(s), and from project partners and local community organizations.

# 6. Evaluation Criteria

**Eligible Projects**

Eligible projects will consist of planning projects that are targeted at improving local or regional resilience to one or more of the following four climate challenges (listed in no particular order), and water and air quality impacts of the foregoing:

- Drought
- Flooding, including from sea level rise
- Extreme heat and increasing frequency of hot days
- Wildfire

**Project Evaluation Criteria**

Competitive grants will address as many of the following criteria as possible, although it is understood that it is unlikely that a project would be able to address all:

- Community Support

    - Does the project have strong community support from elected officials, neighborhood associations, business and civil leadership organizations, environmental advocacy and environmental justice groups, etc.?
- Benefit Under-resourced Communities
    - Will the project directly and meaningfully benefit disadvantaged, low income or other disproportionally climate-vulnerable communities, involve or build on community priorities based on a substantial public engagement process involving members of these communities, and will it help build or support climate leadership and sustainability efforts in those communities?
- Impact & Sustainability
    - Will the project help protect critical infrastructure?
    - Can the project be scaled to provide increased resilience in the future?
    - Can the project be replicated in other geographies?
    - Does the project avoid greenhouse gas (GHG) emissions or integrate elements that will help reduce emissions or sequester carbon?
    - Does the project use the best available science and locally specific data and/or tribal ecological knowledge?
    - Will the project meaningfully lead to implementation actions and the operationalization of climate resilience considerations in decision-making, risk, and finance in operations?
- Collaboration
    - Is the resilience planning effort integrated with or can fast track project implementation/ delivery?
    - Can the project leverage other sources of private, local, state or federal funding?
    - Does the project involve collaboration with neighboring jurisdictions?
    - Does the project involve collaboration with the private sector?
- Co-Benefits
    - Does the project provide resilience against multiple climate stressors (e.g., drought, heat, flood, and wildfire?)
    - Does the project achieve multiple benefits across sectors (e.g., public health and safety is enhanced while also improving environmental conditions)?

CRC encourages those public entities that have not yet progressed resilience planning in their jurisdiction to apply, as well as those who are further ahead. Projects that reach both vulnerable and disadvantaged communities and meet multiple criteria will be evaluated favorably.

**Eligible Project Examples**

The examples below are provided to illustrate the range of projects eligible for funding. They are not meant to be exhaustive and are listed in no particular order. Note that while there is a

preference for CRC to fund planning projects designed for implementation of resilience infrastructure, the CRC is looking to fund a range of project types which may be earlier in the adaptation planning cycle.

- Infrastructure adaptation and resilience plans, including "green" or nature-based infrastructure planning.
- Additional modeling or feasibility studies to help fill knowledge gaps about vulnerabilities and/or costs and benefits; for example, a study to understand the impact of sea level rise on rising groundwater, or the combined impact of increased precipitation and sea level rise.
- Hazard mitigation plan updates coupled with deeper planning around some specific adaptation solutions.
- Climate vulnerability assessments.
- Integration of climate resilience planning considerations and strategies into existing plans, such as Local Coastal Programs and General Plans, including efforts to meet requirements of SB 379 and integration and alignment of multiple planning documents to comprehensively address climate resilience.
- Projects that enable, deepen or extend inclusive and equitable community participation in existing or new projects.
- Projects that address water and air quality impacts resulting from drought, flooding (including sea level rise), extreme heat and increasing frequency of hot days, and wildfires, resulting from climate change.
- Projects that address economic resiliency and consider livelihoods threatened by climate change resulting from drought, flooding (including sea level rise), extreme heat and increasing frequency of hot days, and wildfires.
- Projects that meaningfully engage under-resourced communities directly in the planning, implementation, and evaluation phases of the project. Examples include public entity partnerships with community organizations that serve under-resourced communities, community organizations that do not directly serve under-resourced communities but partner with organizations that do, or community organizations who serve under-resourced communities by engaging their clients or members. Types of meaningful engagement include conducting community needs assessments with under-resourced communities, developing community-based plans, establishing advisory committees, conducting focus groups, and creating coalitions.

**Eligible Activities and Expenses**

Activities eligible for funding are those related to climate resilience planning. The focus of CRC is on use of its grants to leverage planning efforts across the state.

Examples of eligible activities include:

- Feasibility studies
- Public consultation, planning, and economic analysis
- Funding/financing analysis
- Conceptual drawings and design
- Data and geospatial analysis

- Projects that create a plan for, or concurrently involve and leverage, climate adaptation activities that pull together collaborative, cross-sector action that builds capacity in communities through activities such as:
    - Convening stakeholders to discuss community needs regarding potential climate change mitigation and adaptation projects eligible for statewide competitive grant programs with specific allocations for under-resourced communities.
    - Developing community and project plans, including climate action plans, demonstrating local needs and identifying multiple-benefit projects for implementation.
    - Supporting the development of partnerships between stakeholders and potential public and private funding sources.
    - Providing policy, program, and technical advice to stakeholders to develop and align multi-benefit projects with potential funding sources.

Examples of eligible expenses include:

- Staff time
- Consultant time
- Community/stakeholder meetings and advisory groups (e.g., stipends, catering)
- Project-specific staffing
- Travel costs

**Ineligible Activities**

- The following activities are not eligible for CRC grants:
- Projects not related to climate resilience planning.
- Projects that do not improve local resilience against at least one of the four climate challenges: drought, flooding (including sea level rise), extreme heat and wildfire.
- Projects that may inadvertently cause maladaptation or increase GHG emissions
- Engineering plans and design specification work.
- Construction projects or capital costs, such as the building of a facility.

# 7. Grant Process

The following is an overview of the grant proposal evaluation process, including financial, contracting, subcontracting and legal requirements pertaining to the CRC 2021 Grant Program. Applicants are encouraged to review the contents of this section when developing their proposals. Upon award of grant funds, grantees will receive more specific guidance, and will acknowledge and agree to comply with the terms of this RFP.

**Application Review Process**

All proposals submitted for the CRC 2021 Grant Program will be reviewed by the CRC Advisory Committee and administrative staff, who will review applications for eligibility, content, submission of proper documentation, meeting technical requirements, overall relationship to statewide planning efforts, and compliance with state planning requirements. Applications will be evaluated based on how well they describe the project, justify the need for the project and for the CRC funding, reflect the program evaluation criteria, and articulate a concrete scope of work and project timeline. Advisory Committee recommendations will be presented to the CRC Board for their consideration. The CRC Board will make a final determination on all grants in the Fall of 2021.

**RFP Timeline**

- July 12, 2021: RFP opens
- September 13, 2021: RFP closes
- September and October 2021: Proposals reviewed and evaluated
- December 2021: Grant awards announced

# 8. Grant Terms

**Project Start Date**

The project must commence on or before July 31, 2022.

**Project Timeline**

Applicants must provide a timeline that outlines key tasks by month at a minimum (see Proposal Submittal Section).

**Completion Date**

All grant funds from CRC must be used to pay or defray project expenditures on or before July 31, 2024, and the project must be planned to be complete on or before July 31, 2024.

**Case Study**

CRC is looking to identify and share the lessons learned from this grant opportunity to inform other existing or new state grant programs. To this end, all grant recipients will prepare a short case study describing the project process, and completed project outcomes including maps, photos, drawings, etc. (as appropriate for the project type). A template will be provided (Word and PowerPoint).

Case studies should emphasize processes, or results that can be adapted or replicated for use in various parts of the state, as well as documentation of the involvement of disadvantaged communities throughout the entire planning process, and any other lessons learned. These studies will be used to develop guidance for future resiliency and adaptation projects in the state.

Case study reports and presentation materials must be completed and delivered no later than three months after the completion of expenditure of CRC funds. Final case studies will be submitted to the Governor's OPR for possible inclusion in the Adaptation Clearinghouse.

**Work Product**

All reports funded through the CRC Grant Program shall credit CRC financial participation on the cover or title page. An electronic copy of all final reports shall be forwarded to CRC.

Any reports or presentation materials funded through the CRC Grant Program are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Applicants must not transmit any material to CRC that the applicant considers to be confidential or proprietary. Any material the applicant transmits to CRC will be considered non-confidential and non-proprietary. This policy serves to avoid potential misunderstandings or disputes regarding ownership of ideas. To the extent that the applicant owns or controls any patent rights, copyright rights, trade secret rights, or any other intellectual property or proprietary rights that may be required for access to work product submitted under the CRC Grant Program, the applicant grants a license to such rights to any person accessing and using such work product. CRC reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the reports for public purposes.

**Third-Party Contracts**

The agreements between a grantee and a sub-recipient, consultant, or sub-consultant are referred to as "third-party contracts." Grantees will be expected to use and comply with their individual procurement procedures in awarding third-party contracts. Work for which a CRC grant is provided can only be contracted if it has been stated in the applicant's Scope of Work and Project Timeline.

Grantees are fully responsible for all work performed by their sub-recipients, consultants or sub-consultants, and CRC shall not be liable to any of such entities for the performance by grantees. Grantees are responsible to ensure that all third-party contractors adhere to the provisions of this RFP.

# 9. Grant Disbursement and Accounting

CRC intends to disburse funds from a grant under the 2021 Grant Program in installments. The amount and timing of each installment, and the process for invoicing and disbursement, shall be determined by CRC in its sole discretion. The final disbursement shall be conditioned on a certificate by an authorized representative of the grantee certifying compliance with the terms of this RFP and verifying that the CRC funds have been or will be used for project expenditures reasonably incurred and required for project purposes. Each grantee shall also make financial reports, within 90 days after the end of each of its fiscal years, during the progress of the project and upon project completion, and provide reasonable evidence of project progress and project sources and uses of funds.

Each grantee shall maintain true and complete records of performance of work on the project and of the sources and uses of funds for such project, and shall maintain such records for a period of not less than 3 years after the later of completion of the project or the last disbursement by CRC.

CRC and its representatives may access such records on reasonable notice and during regular business hours for the purpose of confirming the grantee's compliance with the terms of this RFP.

# 10. Proposal Contents

This section provides applicants with information regarding submittal of proposals for grants of funds from the CRC 2021 Grant Program.

**Application Information**

Applicants should present their proposal in Microsoft Word format using 12-point Times New Roman font or Microsoft Excel format. Proposals should include the following information:

| | |
|---|---|
| **Project Summary** | Provide a one-sentence description of the project that includes the name of the primary applicant, the type of work envisioned by the project, and the climate threat(s) targeted by the project. For example, "Neighbors for Climate Resilience proposes an Urban Tree Canopy Analysis to help the community of Resilientville adapt to extreme heat events." |
| **Project Description** | Provide a brief (approximately 500-word) description of the project, the agencies involved, the project start/end dates, the general project planning area, and why the project is necessary. The proposal should identify a lead entity with primary responsibility for the project.<br><br>If the project is part of a larger effort, please describe how the CRC-funded project would fit in, and provide the total budget of the overall project. Provide a vicinity map that shows where the project will be implemented and/or where the under-resourced community is located. |
| **Organization Information** | If the application is by or for a non-governmental organization, provide a description of the organization, its mission, governance and management, and partners or funding, and include links to its public website pages, if available.<br><br>If the application is by or fiscally sponsored by a 501(c)(3) organization, provide IRS Letter and Organizational Budget. If the application is supported by a fiscal sponsor, provide a letter or Memorandum of Understanding. |
| **Grant Amount Requested** | State maximum amount of grant that the applicant is seeking. CRC expects grants to be issued in quantities between **$100,000** and **$200,000**, but reserves the right to make smaller or greater grants. |

| | |
|---|---|
| **Description of Resilience Challenges Project Addresses** | Demonstrate that the planning efforts for which funding is sought are targeted at improving local or regional resilience to one or more of the following four climate challenges, and water and air quality impacts of the foregoing:<br>•Drought<br>•Flooding, including from sea level rise<br>•Extreme heat<br>•Wildfire<br>If applicable, describe whether the project provides resilience against other non-climate-related natural disasters (e.g., earthquakes). If known, please describe the projected impacts by timeframe proposed for the project (e.g., increase in extreme heat days expected by 2050) |
| **Other Project Eligibility Criteria** | Applicants should also describe how the project responds to the criteria listed in section 6. |
| **State Law Requirements** | Is the proposed project mandated by state law? If so, explain how grant funds will extend or improve outcomes. |
| **Scope of Work** | Provide a detailed Scope of Work by task. This preferably should be detailed enough that it can be used to hire an external consultant or guide internal staff without further reworking (for the sake of efficiency). |
| **Project Timeline** | Provide a detailed proposed project timeline (preferably by month). Identify anticipated start and end dates, planning milestones, and dates when released funds would be required. |
| **Local Support and Approvals** | List entity departments and partners that support the project (and attach copies of available letters of support).<br>Identify Planning Commission, City Council, Board of Supervisors, or other responsible body support that will be needed to proceed with projects that may be developed through the grant (letters of support not required). |
| **Other Sources of Funds** | Provide details if a potential CRC grant would provide the required match funding to release other funding or grant opportunities.<br>Provide details of any additional funding that must be secured (in addition to the CRC funding) for the project to be executed.<br>Describe project activities that will be funded in whole or in part by other funding sources.<br>If there are in-kind contributions, state the basis for valuing such contributions. |
| **Uses of Funds** | Provide a budget summary, including the following major line items: Staff hours (salaries and benefits); professional service firms (lump sum per task); travel; and other costs. Distinguish between direct and overhead costs. |

| | |
|---|---|
| **Deliverables** | Describe the final products that will be produced at the successful completion of the project. A financing plan for a resiliency infrastructure project (such as government incentives, developer financing, third-party financing, public support, bond proceeds, issuance of new bonds) is a desired deliverable for infrastructure- focused planning projects (including those that are nature-based). |
| **Access to Site** | If access to private property is necessary for project planning efforts, describe plan for permission to conduct planning activities. |

# 11. Submittal Instructions

All grant proposals are required to be submitted via e-mail. An applicant may only submit one application package per e-mail. The required information outlined above must be attached to the e-mail, in Word or Excel documents.

**Please submit your application package to resilience@bayareacouncil.org with "Resilience Proposal" in the subject line. Applications must be submitted via e-mail no later than September 13, 2021 by 5:00 pm. Hard copies will not be accepted, and late applications will not be reviewed.**

# 12. Contacts and Additional Information

**General Questions:**
Adrian Covert, Senior Vice President of Public Policy, Bay Area Council:
resilience@bayareacouncil.org

**Webinar:**
A webinar to discuss expectations for RFP and Q&A will be held on July 19, 2021 at 11am. RSVP at https://bit.ly/2SGiPxK

# 13. Tools and Resources

The following climate adaptation tools and resources are intended to provide applicants with additional information that CRC considers relevant to resilience planning and its grant program. While the below resources are recommended, applicants are not required to consult or follow these tools and resources in developing their proposals.

**Defining Vulnerable Communities in the Context of Climate Adaptation**
https://opr.ca.gov/planning/icarp/vulnerable-communities.html
The Governor's OPR, with input from the Integrated Climate Adaptation and Resiliency Program (ICARP) Technical Advisory Council, developed this resource guide as a starting point for practitioners to use when first considering how to define vulnerable communities in an adaptation context.

**CalAdapt**

http://cal-adapt.org/
Cal-Adapt provides a view of how climate change might affect California. Find tools, data, and resources to conduct research, develop adaptation plans and build applications.

**California General Plan Guidelines**
http://opr.ca.gov/docs/OPR_COMPLETE_7.31.17.pdf
The 2017 General Plan Guidelines developed by OPR provide guidance to help local governments incorporate climate resiliency goals and strategies into their general plans pursuant to SB 379. Guidance specific to updated the Environmental Justice section of the General Plan is also available in Chapter 4.

**California Adaptation Planning Guide**
http://resilientca.org/apg
The 2020 California Adaptation Planning Guide developed by the Governor's Office of Emergency Services provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It provides a step–by–step process for local and regional adaptation planning, and is available in both a downloadable PDF and an interactive, online format on the State Adaptation Clearinghouse.

**California's State Adaptation Strategy**
https://resources.ca.gov/Initiatives/Building-Climate-Resilience
California's State Adaptation Strategy organizes state government climate change adaptation activities, across a variety of state agencies. The Strategy was last updated in 2018, though is currently being updated with release scheduled for fall 2021.

**State Adaptation Clearinghouse**
http://resilientCA.org
The State Adaptation Clearinghouse, managed by OPR as part of ICARP, serves as a centralized source of information that provides the resources necessary to guide decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote climate resiliency.

**California's Fourth Climate Assessment**
http://www.climateassessment.ca.gov/
California's Climate Change Assessments contribute to the scientific foundation for understanding climate-related vulnerability at the local scale and informing resilience actions, while also directly informing State policies, plans, programs, and guidance, to promote effective and integrated action to safeguard California from climate change.

**Ocean Protection Council Sea-Level Rise Guidance**
http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf
The State of California Sea-Level Rise Guidance reflects advances in sea-level rise science and addresses the needs of state agencies and local governments as they incorporate sea-level rise into their planning, permitting, and investment decisions.

**California Coastal Commission Sea Level Rise Policy Guidance**
https://www.coastal.ca.gov/climate/slrguidance.html

The California Coastal Commission's Sea Level Rise Guidance provides recommendations for how to plan for and address sea level rise impacts, including a set of projections recommended for use in planning, permitting, investment, and other decisions.

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Approve a Memorandum of Understanding between the City of Coachella and the County of Riverside Department of Environmental Health for the Local Agency Management Program

---

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute a Memorandum of Understanding for the Local Agency Management Program (LAMP) between the City of Coachella (City) and the County of Riverside Department of Environmental Health (County).

**DISCUSSION/ANALYSIS:**

Per Section 13.01.014 (A) of the Municipal Code; The owner of any building occupied by humans situated within the city and abutting on any street or easement in which there is now located or may in the future be located a public sewer of the city which will serve the building is hereby required, at their expense, to connect the building directly with the proper public sewer in accordance with the provisions of this chapter, within ninety (90) days after the date of official notice to do so, provided the public sewer is within two hundred (200) feet of the nearest point of the building and that the property's onsite septic system has failed. For purposes of this section, the portion of sewer main installed within the public right of way or public utility easement, including the wye and lateral up to the approved exterior cleanout shall be considered a portion of the public maintained sewer system and the portion of lateral between the cleanout and the structure shall be privately owned and maintained.

When connection to sewer is not an option, a properly functioning Onsite Wastewater Treatment Systems (OWTS) is required to protect people and the environment. The County is the local entity providing oversight when an OWTS is required to be installed, repaired or modified within unincorporated areas of Riverside County or its contracted cities.

On November 2017, the County notified the City that due to lack of an agreement for service, it would be ending the approval of OWTSs located within the City boundary. To correct this oversight, the City agrees to enter into the MOU, which allows the County, when sewer availability is not available or currently feasible, to provide environmental planning review,

technical assistance, and plan review for Onsite Wastewater Treatment Systems (OWTS) in accordance with the Riverside County Local Agency Management Program (LAMP).
The project proponent and/or homeowner shall be responsible for the payment of any applicable fees, as established in County Ordinance 640 and codified in Riverside County Code, Ch. 4.52, to cover the cost of services provided.

**FISCAL IMPACT:**

No fiscal impact.

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# RIVERSIDE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH
# AND
# THE CITY OF COACHELLA

This Memorandum of Understanding (MOU) is made and entered into by and between the CITY OF COACHELLA, hereinafter referred to as "CITY" and the COUNTY OF RIVERSIDE, DEPARTMENT OF ENVIRONMENTAL HEALTH, hereinafter referred to as "COUNTY", to be effective on the date approved by both parties.

## I. RECITALS:

**WHEREAS,** CITY desires Environmental Planning review, Technical Assistance, and Plan Review for Onsite Wastewater Treatment Systems (OWTS) in accordance with the Riverside County Local Agency Management Program (LAMP) and;

**WHEREAS,** CITY does not have an approved LAMP and;

**WHEREAS,** COUNTY's LAMP was approved by the Regional Water Quality Control Board on November 17, 2016 and;

**WHEREAS**, CITY desires to abide by the Riverside County LAMP and;

**WHEREAS,** CITY agrees to rescind any and all existing OWTS ordinances, rules and regulations prior to COUNTY'S review to avoid conflicting and duplicative rules and regulations and;

**WHEREAS**, CITY agrees to enact necessary regulation to allow for billing of permit fees by COUNTY for services to be rendered, according to County of Riverside Ordinance No. 640 and;

**WHEREAS,** COUNTY has personnel with sufficient training and expertise to provide such services in accordance with the LAMP and;

**WHEREAS,** COUNTY is prepared to provide such services under the terms and conditions set forth in this Memorandum of Understanding; and

**WHEREAS,** CITY and COUNTY agree to now enter into this Memorandum of Understanding for a period of five (5) years;

**NOW THEREFORE,** in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

## II. TERMS AND CONDITIONS

### A. SUMMARY

The CITY requires professional services as described herein from the COUNTY for review of Onsite Wastewater Treatment Systems (OWTS).

### B. TERM

The term of this MOU shall be effective on the date of execution, or on the date CITY enacts all necessary ordinances, rules and regulations regarding rescission of existing OWTS laws and to allow COUNTY to bill for permit fees. The agreement shall continue in effect for up to 5 five years, or until terminated as outlined in section IV below.

### C. SERVICES TO BE RENDERED

Plan Review Services: Provide plan review of OWTS for commercial and residential applications. This review will include inspections of the property and technical review of the soil percolation study to ensure compliance with the Riverside County LAMP. Requests for an OWTS shall be accompanied by a City application or building



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permit and shall be presented in person by the project proponent to a County Environmental Health office for their review. The project proponent shall be responsible for the payment of any applicable fees, as established in County Ordinance 640 and codified in Riverside County Code, Ch. 4.52 for the type of review requested at the time of submission of the request, to cover the cost of services provided. All such review shall be provided within fifteen (15) working days of submittal of a completed application.

Planning Review: Provide environmental planning review to the City for all residential and commercial projects proposing OWTS, to ensure compliance with Riverside County LAMP. The project proponent shall be responsible for the payment of any applicable fees, at the current hourly rate established in County Ordinance 640 as codified in Riverside County Code, Ch. 4.52, to cover the cost of services provided. All such reviews shall be provided within (20) twenty working days of request for such services.

Inspection/Review of Annual Evaluation for Advanced Treatment Units (ATU): Provide inspection and/or review of the annual evaluation report for ATUs as required in the LAMP. The project proponent and/or homeowner shall be responsible for the payment of any applicable fees, as established in County Ordinance 640 and codified in Riverside County Code, Ch. 4.52, to cover the cost of services provided.

Services to be rendered specifically exclude COUNTY response to and enforcement of any complaints regarding malfunction or failure of an OWTS. CITY agrees to enact any ordinances or regulations necessary to enforce the failure of any OWTS, and to enforce in a manner consistent with the LAMP.

CITY shall enact any necessary ordinances to allow for COUNTY to directly bill any applicant.

CITY shall rescind, or suspend for the duration of this agreement and any subsequent renewals, any and all ordinances, regulations or other mandatory laws regarding OWTS systems within the CITY to avoid duplication of laws or conflicting laws. CITY shall also enact necessary implementation ordinances, regulations or other laws that would allow the provisions of the LAMP to control within the CITY's border and also that would allow COUNTY to provide services under the LAMP.

## D. PERSONNEL

The services provided by the COUNTY shall be performed by COUNTY personnel under the control and direction of COUNTY. To the extent that CITY personnel may also participate in any of the activities herein provided for, CITY agrees to conduct those activities in accordance with the COUNTY LAMP, and any expenses by the CITY in this process shall be borne by CITY.

## E. MUTUAL HOLD HARMLESS/INDEMNIFICATION

1) CITY agrees to defend, indemnify, and hold harmless COUNTY, its directors, officers, agents, Board of Supervisors, elected and appointed officials, employees, and representatives from and against any liability, damages, costs, losses, claims and expenses, based or asserted upon any services of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of COUNTY, its officers, agents, employees, subcontractors, agents or representatives.

2) CITY shall defend at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or

awards of all Agencies, Districts, Special Districts, and Departments of the COUNTY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

3) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY from indemnifying the COUNTY to the fullest extent allowed by law.

4) With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at their sole cost, have the right to use counsel of their own choice, subject to approval of COUNTY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY'S indemnification to COUNTY as set forth herein. CITY'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action as the case may be, and information and reasonable assistance, at CITY'S expense, for the defense or settlement thereof. COUNTY'S obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5) COUNTY agrees to defend, indemnify, and hold harmless CITY, its directors, officers, agents, Board of Supervisors, elected and appointed officials, employees, and representatives from and against any liability, damages, costs, losses, claims and expenses, based or asserted upon any services of

CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CITY, its officers, agents, employees, subcontractors, agents or representatives.

6) COUNTY shall defend at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts, and Departments of the CITY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

7) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve COUNTY from indemnifying the CITY to the fullest extent allowed by law.

8) With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own choice, subject to approval of CITY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY'S indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to COUNTY having given CITY written notice within a reasonable

period of time of the claim or of the commencement of the related action as the case may be, and information and reasonable assistance, at COUNTY'S expense, for the defense or settlement thereof. CITY'S obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

## III. AMENDMENTS

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon mutual approval by the authorized parties.

## IV. TERMINATION

Either CITY or COUNTY may terminate this Agreement at any time by giving (30) day written notice with or without cause to the designated contacts. Upon receipt of any notice of termination on the agreed upon effective date of termination services shall cease thereafter. Upon termination of this MOU, any OWTS under permit and subject to annual inspection shall revert to the CITY for inspection and permitting. Any fees paid to the COUNTY for an annual permit prior to notification of termination, shall not be refunded by the COUNTY.

## V. COMPLETE MEMORANDUM OF UNDERSTANDING

This written MOU, including all writings specifically incorporated hereby in reference, shall constitute the complete MOU between the parties hereto. No oral MOU, agreement or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral MOU, agreement or representation be binding upon the parties hereto. Any previous agreements between the CITY and COUNTY, whether oral or written, with regards to the activities outlined in Section II C of this MOU, shall be supplanted by this MOU. Other agreements or contracts between the CITY and COUNTY, not involving OWTS, shall be unaffected by this MOU.

## VI. JURISDITION/VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. CITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside.

## VII. NOTICE

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

**CITY:**
**City of Coachella**
**Utilities Department**
**53462 Enterprise Way**
**Coachella, CA 92236**

**COUNTY:**
**County of Riverside**
**Department of Environmental Health**
**4065 County Circle Drive**
**Riverside, CA 92503**

## VIII. AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING

Both CITY and COUNTY do covenant to each individual executing this MOU on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first herein above written.

**CITY OF COACHELLA**

By: _____
Dr. Gabriel Martin, PhD
City Manager

**COUNTY OF RIVERSIDE**

By: _____

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Carlos Campos
Attorney

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____ Dated_____
Eric Stopher,
Deputy County Counsel

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**County of Riverside Department of Environmental Health**
**Environmental Protection and Oversight Division**
**Land Use and Water Resources Program**

# LOCAL AGENCY MANAGEMENT PROGRAM for ONSITE WASTEWATER TREATMENT SYSTEMS

10/5/2016

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# PREFACE

**INTRODUCTION**

The Local Agency Management Program (LAMP) is the culmination of the actions required by Assembly Bill 885 (AB 885) which was approved on September 27, 2000. This legislation directed the State Water Resources Control Board (State Water Board) to develop regulations or standards for Onsite Wastewater Treatment Systems (OWTS) to be implemented by qualified local agencies. The State Water Board adopted the *Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems* on June 19, 2012 (OWTS Policy). The policy was subsequently approved by the Office of Administrative Law and became effective on May 13, 2013.

The OWTS Policy provides for a tiered structure (Tiers 0-4) for the classification of new and existing OWTS as follows and described further in the OWTS policy:

- Tier 0 - Existing OWTS that are properly functioning
- Tier 1- Low risk new or replacement OWTS that meet design and siting requirements
- Tier 2 – Local Agency Management Program for new or replacement OWTS
- Tier 3 – Existing or new or replacement OWTS near impaired water bodies
- Tier 4 – OWTS that require corrective action or are presently failing.

The complete OWTS Policy can be found at the following link:
http://www.waterboards.ca.gov/water_issues/programs/owts/docs/owts_policy.pdf

As authorized in Tier 2 *Local Agency OWTS Management Program,* Riverside County may propose for Colorado River Basin Regional Water Quality Control Board (Colorado River Basin Water Board) review and approval, alternative standards for the siting, design operation and maintenance of OWTS. This document constitutes Riverside County's submittal of the Tier 2 LAMP for discharge flows at or below 10,000 gallons per day and containing less than 900 milligrams-per-liter of BOD. It is designed to supersede the Department Technical Guidance Manual. Within Tier 3 areas requiring an Advanced Protection Management Program (APMP), the Department will implement a permitting program consistent with the default requirements in Section 10 of the OWTS policy. Tier 3 default requirements are applicable to new or replacement OWTS within 600 feet of impaired water bodies as listed in Attachment 2 of the OWTS policy. Additionally Tier 4 requirements are addressed in Chapter 10 of the LAMP.

**PURPOSE**

This LAMP will allow for the continued use of OWTS within the jurisdiction of Riverside County and the expansion of the local program to permit and regulate alternative OWTS while protecting water quality and public health. The information provided in this LAMP will help protect groundwater sources and surface water bodies from contamination by providing standards for the proper design, placement, installation, maintenance and assessment of individual OWTS.

**APPLICABILITY**

This LAMP applies to onsite wastewater systems with waste flows less than 10,000 gallons per day in all of the unincorporated areas of Riverside County. This LAMP also includes incorporated cities which have established agreements with Riverside County.

**GEOGRAPHY**

Riverside County is located in Southern California and lies east of Orange County, north of San Diego and Imperial Counties, and south of San Bernardino and Los Angeles Counties. Riverside County is the fourth largest county in the state, encompassing approximately 7,400 square miles and extending westward from the Colorado River to within 14 miles of the Pacific Ocean, a stretch of some 200 miles. Riverside County is roughly equivalent in size to the State of New Jersey. The County of Riverside contains a spectacular array of diverse geographical features including deserts, mountains, brush-covered wildlands, and agricultural lands. Elevations range from three hundred feet below sea level (Salton Sea) to ten thousand feet above it. Terrain varies across the County with areas of igneous and metamorphic bedrock exposures forming the steep slopes of the San Jacinto Mountains and areas of weathered granitic rocks as seen in Joshua Tree National Park and the hillsides near the city of Riverside.

Alluvial (river) valleys between mountain ranges contain sediments with significant variation in thickness. Some valleys are filled with a few hundred feet of sediments and others, such as the Coachella, San Jacinto and Elsinore Valleys, contain several thousand feet to several miles of sediment. Set among this rich landscape is a variety of established and/or growing urban, suburban and rural communities.

Approximately 10 percent of the county area lies within 24 incorporated cities. Land use authority within these incorporated cities rests with the cities. The large majority of the County (90 percent) thus lies within unincorporated territory (covering 6,568 square miles or 4,203,761 acres). Of this unincorporated area, 1,335,258 acres (29 percent of unincorporated lands) are held by private landowners, while approximately 2,876,705 acres or 62 percent of the unincorporated land within the County is either held or managed by county, state, federal entities, or tribal land.

**DEFINITIONS**

“303 (d) list” means the same as "Impaired water bodies."

“Alternative treatment system” or “Alternative OWTS” or “ATU” shall mean any Onsite Wastewater Treatment System (OWTS) that does not meet the criteria of a conventional OWTS, but is allowed under conditions specified by the Department.

“Approval” shall mean the written approval by the Director or his designated representative of a plan to install, construct, reconstruct, convert or alter any OWTS which discharges or disposes of sewage, sewage effluent, or non-hazardous waste.

“At-grade system” means an OWTS dispersal system with a discharge point located at the preconstruction grade (ground surface elevation). The discharge from an at-grade system is always subsurface.

“Average annual rainfall” means the average of the annual amount of precipitation for a location over a year as measured by the nearest National Weather Service station for the preceding three decades. For example the data set used to make a determination in 2012 would be the data from 1981 to 2010.

“Basin plan” means the same as “water quality control plan” as defined in Division 7 (commencing with Section 13000) of the Water Code. Basin Plans are adopted by each Regional Water Board, approved by the State Water Board and the Office of Administrative Law, and identify surface water and groundwater bodies within each Region’s boundaries and establish, for each, its respective beneficial uses and water quality objectives. Copies are available from the Regional Water Boards, electronically at each Regional Water Board’s website, or at the State Water Board’s Plans and Policies web page (http://www.waterboards.ca.gov/plans_policies/).

“Bedrock” means the rock, usually solid, that underlies soil or other unconsolidated, surficial material.

“CEDEN” means California Environmental Data Exchange Network and information about it is available at the State Water Boards website or http://www.ceden.org/index.shtml.

“Cesspool” means an excavation in the ground receiving domestic wastewater, designed to retain the organic matter and solids, while allowing the liquids to seep into the soil. Cesspools differ from seepage pits because cesspool systems do not have septic tanks and are not authorized under this LAMP. The term cesspool does not include pit-privies and out-houses which are not regulated under this LAMP.

“Clay” means a soil particle; the term also refers to a type of soil texture. As a soil particle, clay consists of individual rock or mineral particles in soils having diameters <0.002 mm. As a soil

texture, clay is the soil material that is comprised of 40 percent or more clay particles, not more than 45 percent sand and not more than 40 percent silt particles using the USDA soil classification system.

“Cobbles” means rock fragments 76 mm or larger using the USDA soil classification systems.

“Contractor State License Board” means a certificate, permit, registration, or any other authorization issued by the Contractor State License Board, Department of Consumers Affairs.

“Construction permit” shall mean a permit issued by the Department authorizing the permittee to install, construct, reconstruct, convert or alter any OWTS per Riverside County Ordinance 650.

“Conventional septic system” shall mean an OWTS consisting of a septic tank and a Department approved subsurface gravity dispersal system.

“Critical area” shall mean those areas determined to be difficult for installation of an OWTS due to, but not limited to one or more of the following: lot size, seasonal groundwater, slope, poor soil conditions or impaired water basins.

“Deep boring” means an exploratory boring or excavation performed to provide additional information including soil type, moisture, depth to the water table, perched or otherwise, rock or an impervious strata.

“Department” shall mean the Riverside County Department of Environmental Health.

“Director” shall mean the Director of the Department of Environmental Health or his or her designated representative.

“Dispersal system” means a leach field, seepage pit, subsurface drip field, or other type of system for final wastewater treatment and subsurface discharge.

“Domestic wastewater” means wastewater with a measured strength less than high-strength wastewater and is the type of wastewater normally discharged from, or similar to, that discharged from plumbing fixtures, appliances and other household devices including, but not limited to toilets, bathtubs, showers, laundry facilities, dishwashing facilities, and garbage disposals. Domestic wastewater may include wastewater from commercial buildings such as office buildings, retail stores, some restaurants, or from industrial facilities where the domestic wastewater is segregated from the industrial wastewater. Domestic wastewater may include incidental RV holding tank dumping, but does not include wastewater consisting of a significant portion of RV holding tank wastewater such as at RV dump stations. Domestic wastewater does not include wastewater from industrial processes.

“Domestic well” means a groundwater well that provides water for human consumption and is

not regulated by the State Water Board, Division of Drinking Water.

“Dump station” means a facility intended to receive the discharge of wastewater from a holding tank installed on a recreational vehicle. A dump station does not include a full hook-up sewer connection similar to those used at a recreational vehicle park.

“Earthen material” means a substance composed of the earth’s crust (i.e. soil and rock).

“EDF” see “electronic deliverable format.”

“Effluent” means sewage, water, or other liquid, partially or completely treated or in its natural state, flowing out of a septic tank, aerobic treatment unit, dispersal system, or other OWTS component.

“Electronic deliverable format” or “EDF” means the data standard adopted by the State Water Board for submittal of groundwater quality monitoring data to the State Water Board’s internet-accessible database system Geotracker (http://geotracker.waterboards.ca.gov/).

“Escherichia coli” or “E. coli” means a group of bacteria predominantly inhabiting the intestines of humans or other warm-blooded animals, but also occasionally found elsewhere. It can be used as an indicator of human fecal contamination.

“Existing OWTS” means an OWTS that was constructed and operating prior to the effective date of this Policy, and OWTS for which a construction permit has been issued prior to the effective date of the Policy.

“Expansion area” shall mean the amount of dedicated space equal in size to an existing or proposed OWTS that is capable of supporting an OWTS and will replace at least 100% of the primary OWTS when necessary.

“Failure” shall mean a condition of an OWTS that threatens public health or water quality by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include:

1. Sewage leaking to ground surface or groundwater;
2. Sewage backing up into a structure caused by slow OWTS soil absorption of septic tank effluent;
3. Inadequately treated sewage causing pollution of groundwater or surface water;
4. Noncompliance with standards stipulated in the permit issued for the OWTS based upon the protection of human health, water quality and the environment.

“Flowing water body” means a body of running water flowing over the earth in a natural water course, where the movement of the water is readily discernible or if water is not present it is

apparent from review of the geology that when present it does flow, such as in an ephemeral drainage, creek, stream, or river.

“Graywater” is untreated household wastewater that has not come into contact with toilet waste. Graywater includes used water from bathtubs, showers, and bathroom wash basins, and water from clothes washers and laundry tubs. It shall not include wastewater from kitchen sinks or dishwashers.

“Groundwater” means water below the land surface that is at or above atmospheric pressure.

“High-strength wastewater” means wastewater having a 30-day average concentration of biochemical oxygen demand (BOD) greater than 300 milligrams-per-liter (mg/L) or of total suspended solids (TSS) greater than 330 mg/L or a fats, oil, and grease (FOG) concentration greater than 100 mg/L prior to the septic tank or other OWTS treatment component.

“Holding tank” shall mean a sewage facility, of a temporary nature, that has no means of discharge and requires periodic maintenance and shall have a renewable operating permit issued by the Department.

“IAPMO” means the International Association of Plumbing and Mechanical Officials.

“Impaired water bodies” means those surface water bodies or segments thereof that are identified on a list approved first by the State Water Board and then approved by US EPA pursuant to Section 303(d) of the federal Clean Water Act.

“Local agency” means Riverside County Department of Environmental Health.

“Major repair” shall mean OWTS improvements or corrective work where such improvements involve the replacement, enlargement, or modification of a septic tank, treatment unit, or dispersal system (excluding non-perforated distribution pipes), regardless of whether or not a failure condition exists. Such repairs shall require a construction permit from the Department.

“Mottling” means a soil condition that results from oxidizing or reducing minerals due to soil moisture changes from saturated to unsaturated over time. Mottling is characterized by spots or blotches of different colors or shades of color interspersed within the dominant color as described by the USDA soil classification system. This soil condition can be indicative of historic seasonal high groundwater level, but the lack of this condition may not demonstrate the absence of groundwater.

“New OWTS” means an OWTS permitted after the effective date of this LAMP.

“NSF” means NSF International (a.k.a. National Sanitation Foundation), a not for profit, non-governmental organization that develops health and safety standards and performs product certification.

"Oil/grease interceptor" means a passive interceptor that has a rate of flow exceeding 50 gallons-per-minute and that is located outside a building. Oil/grease interceptors are used for separating and collecting oil and grease from wastewater.

"Onsite wastewater treatment system(s)" or "OWTS" shall mean any individual onsite wastewater treatment, pretreatment and dispersal system including, but not limited to, a conventional or alternative OWTS having a subsurface discharge.

"Operating permit" shall mean an annual permit issued by the Department authorizing the permittee to operate an OWTS.

"Percolation test" or "Perc test" means a method of testing water absorption of the soil to establish the dispersal system design.

"Permit" shall mean either a construction permit or operating permit as defined within this section.

"Person" shall mean any individual, firm, association, organization, partnership, business trust, corporation, company, State agency or department, or unit of local government.

"Pollutant" means any substance that alters water quality of the waters of the State to a degree that it may potentially affect the beneficial uses of water, as listed in a Basin Plan.

"Professional of record" or "PR" means an individual certified by the State of California as a Professional Engineer (PE), Professional Geologist (PG) or Registered Environmental Health Specialist (REHS) who has accepted responsibility for the design of the OWTS including any required grading. The Professional of Record will have affixed his/her signature and stamp to the system plans and plan proposal.

"Public water system" is a water system regulated by the State Water Board, Division of Drinking Water, or a Local Primacy Agency pursuant to Chapter 12, Part 4, California Safe Drinking Water Act, Section 116275 (h) of the California Health and Safety Code.

"Public water well" is a ground water well serving a public water system. A spring which is not subject to the California Surface Water Treatment Rule (SWTR), CCR, Title 22, sections 64650 through 64666 is a public well.

"Qualified service provider" or "QSP" is a State Licensed Contractor with knowledge and competency in OWTS design, construction, operation, maintenance and monitoring through experience and/or education.

"Regional Water Board" is any of the Regional Water Quality Control Boards designated by Water Code Section 13200. Depending on the site specific location of the OWTS Regional Water

Board reference in this document may refer to the Colorado River Basin Water Board, the Santa Ana Water Board or the San Diego Water Board. Any reference to an action of the Regional Water Board in this Policy also refers to an action of its Executive Officer, including the conducting of public hearings, pursuant to any general or specific delegation under Water Code Section 13223.

“Sand” means a soil particle; this term also refers to a type of soil texture. As a soil particle, sand consists of individual rock or mineral particles in soils having diameters ranging from 0.05 to 2.0 millimeters. As a soil texture, sand is soil that is comprised of 85 percent or more sand particles, with the percentage of silt plus 1.5 times the percentage of clay particles comprising less than 15 percent.

“Service provider” means a person capable of operating, monitoring, and maintaining an OWTS in accordance to this Policy.

“Sewage" or “Sewage Effluent” shall mean waste as defined in Section 5410(a), California Health and Safety Code. "Waste" includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation of whatever nature.

“Silt” means a soil particle; this term also refers to a type of soil texture. As a soil particle, silt consists of individual rock or mineral particles in soils having diameters ranging from between 0.05 and 0.002 mm. As a soil texture, silt is soil that is comprised as approximately 80 percent or more silt particles and not more than 12 percent clay particles using the USDA soil classification system.

“Single-family dwelling unit” means a structure that is usually occupied by just one household or family and for the purposes of this Policy is expected to generate an average of 250 gallons per day of wastewater.

“Site” means the location of the OWTS and, where applicable, a reserve dispersal area capable of disposing 100 percent of the design flow from all sources the OWTS is intended to serve.

“Site evaluation” means an assessment of the characteristics of the site sufficient to determine its suitability for an OWTS to meet the requirements of this Policy.

“Soil” is the naturally occurring body of porous mineral and organic materials on the land surface, and is composed of unconsolidated materials above bedrock. Soil is composed of sand-sized, silt-sized, and clay-sized particles mixed with varying amounts of larger fragments and organic material. The various combinations of particles differentiate specific soil textures identified in the USDA Soil Classification Chart. Soil shall contain earthen material having more than 50% of its volume composed of particles smaller than 0.08 inches (2mm) in size.

“Soil structure” means the arrangement of primary soil particles into compound particles, peds,

or clusters that are separated by natural planes of weakness from adjoining aggregates.

“Soil texture” means the soil class that describes the relative amount of sand, clay, silt and combinations thereof as defined by the classes of the soil textural triangle developed by the USDA (referenced above).

“State Water Board” is the State Water Resources Control Board, headquarters at 1001 ‘I’ St, Sacramento, CA.

“System certification” is an expression of professional opinion that the OWTS, or its components, meet industry standards that are the subject of the certification but do not constitute a warranty or guarantee, either expressed or implied. System Certifications shall be performed by a QSP using forms and procedures established or approved by the Director.

“Telemetric” means the ability to automatically measure and transmit OWTS data by wire, radio, or other means.

“TMDL” is the acronym for "total maximum daily load." Section 303(d)(1) of the Clean Water Act requires each State to establish a TMDL for each impaired water body to address the pollutant(s) causing the impairment. In California, TMDLs are usually adopted as Basin Plan amendments and contain implementation plans detailing how water quality standards will be attained.

“Total coliform” means a group of bacteria consisting of several *genera* belonging to the family *Enterobacteriaceae*, which includes Escherichia coli bacteria.

“Uniform Plumbing Code” or “UPC” shall refer to the current edition of the International Association of Plumbing and Mechanical Officials (IAPMO) Uniform Plumbing Code.

“Waste discharge requirement” or “WDR” means an operation and discharge permit issued for the discharge of waste pursuant to Section 13260 of the California Water Code.

“Weathered bedrock” is rock that has been exposed to the atmosphere at or near the earth’s surface and changed in color, texture, composition, firmness, and/or form as a result of the exposure with little or no transport of loosened or altered material. For purposes of this LAMP, weathered bedrock is not soil.

## CHAPTER 1 – ONSITE WASTEWATER TREATMENT SYSTEM REPORT FOR LAND DIVISION (TRACTS & PARCEL MAPS)

An Onsite Wastewater Treatment System (OWTS) Report for Land Divisions is required for all proposed Tract and Parcel Maps (all Planning schedules) that will utilize an OWTS for sewage disposal. The OWTS Reports for Land Divisions will only be accepted by the Department if they are prepared by certain professionals. Only the grading engineer, who has expertise in designing onsite wastewater systems or the Professional of Record (PR) who performed the actual Percolation Test (Perc Test) can prepare the OWTS Report. The PR that prepares the report must possess at least one of the following current and valid California registrations:

- Professional Engineer (PE)
- Professional Geologist (PG)
- Registered Environmental Health Specialist (REHS)

The Report shall include, but not be limited to the following:

1. Location of the land, legal description and the Riverside County Assessor's Parcel Number (APN).
2. Client's name, address and phone number.
3. Type of proposed development and number of lots.
4. Type of OWTS, i.e. conventional gravity, pumped, leach lines, seepage pits, etc.
5. Detailed description of the property including the following items:
    a) Describe the corner stake locations in relation to other natural or manmade landmarks on the property. Note: Riverside County Subdivision Ordinance 460, Section 4.2 states: "Prior to filing a Tentative Map, the land developer shall place a conspicuous stake identified with a number or corner description and flag (brightly colored tape or ribbon) at each approximate corner of the property proposed to be subdivided."
    b) The PR shall be able to accurately locate the property to be tested and the corner stakes shall be in place as noted above before any work is performed on site. A durable sign, with the owner's or engineer's name along with the legal description of the property must be placed in a conspicuous spot visible from the street or street easement.
    c) A general description of surface features which may interfere with the placement or operation of the OWTS.
6. Contour Map

    Tentative Subdivision and Parcel Maps shall have maximum contour intervals as follows:

| **Slope** | **Interval** |
|---|---|
| 0-9% | 5 foot maximum |
| 10% or greater | 10 foot maximum |

    Note: Copies of United States Geological Survey Maps are not acceptable for this purpose.

7. Site Plan - Each lot site plan on the tentative map shall include the following features:

    a) All intermittent or perennial, natural or artificial bodies of water or watercourses.
    b) All large trees and significant vegetation.
    c) All existing structures.
    d) All existing wells on or within 200 feet of the map boundaries.
    e) Proposed or existing domestic water service lines or water mains.
    f) All rock outcroppings.
    g) Indicate where all tests and borings were performed and the identifying markings on the corresponding field laths.
    h) All tests and borings must be accurately dimensioned to the property lines.

8. Grading Plan
    If grading plans are required, the plans must be designed by a Registered California Civil Engineer and meet the requirements of the Riverside County Department of Building and Safety.

    If grading is contemplated, the PR noted above shall assume theoretical cuts and fills and perform the tests and borings at the necessary depths. If the final grading exceeds the testing PR's estimate by more than plus or minus 2 feet, an additional test may be required.

    The grading plans shall include any proposed cuts and/or fills in the area of the proposed OWTS as well as indicate the proposed locations of both the primary and expansion area for the OWTS.

9. Perc Test
    A minimum of one perc test and one boring shall be performed on each lot within the proposed land division. The tests must be conducted in the area where the systems will be placed based on preliminary information at the time of the testing.

    Prior to the commencement of the perc test, the PR shall give notification of the time and place of the test to the Department at least two business days in advance. The Department will issue a confirmation number to the PR which will serve as proof of this notification. This confirmation number must be incorporated into the soils percolation report on the cover sheet published by the PR. If the Department is not present at the prescribed time that the test is to be conducted, the PR may proceed without the Department representative being present. The testing, however, must be conducted in conformance with these regulations. Refer to Chapter 3 for perc test procedure details and requirements.

10. Minimum Lot Size Requirements

The Department has a minimum lot size requirement for lots proposed to be created and developed based on the use of an OWTS. The minimum lot size for any subdivision of property made pursuant to the Subdivision Map Act proposing to use OWTS shall not be less than 0.5 acre, or less than 2.5 acres if also proposing individual domestic wells. In proposed subdivisions where high ground water, steep slopes, or poor soil conditions exist, or where there are significant impacts to ground water quality, any or all of the following may be required: an increase in lot size, supplemental treatment, or other mitigating measures as determined by the Department. Where zoning regulations require greater lot sizes, those regulations shall take precedent.

Lots created prior to the implementation of this LAMP are not subject to the aforementioned minimum lot size requirements, however they will be subject to the design requirements of this LAMP. Existing and approved tentative tract maps are also not subject to the aforementioned minimum lot size requirements, if they have received an approved San 53 (see Chapter 7) from DEH ***AND*** have submitted a planning application prior to the effective date of the LAMP.

Proposed subdivisions with more than 40 lots where the lot sizes are less than 2.5 acres per lot shall provide for the extension or development of full public sewerage services to be permitted by the Regional Water Quality Control Board.

Note: Areas of special concern will have additional requirements as specified in Chapter 13.

11. Preliminary Recommendations

Preliminary recommendations for each lot shall include, but not be limited to, the following:

a) Design rate in minutes/inch converted to square feet/100 gallons of septic tank capacity for leach lines, and/or in gallons per square foot converted to vertical feet of seepage pit per 100 gallons of septic tank capacity (specify 5 or 6 foot diameter) for both the primary and expansion systems.
b) Location of the systems.
   Note: If possible, the septic tank should be located in the front yard. This helps to accommodate servicing and facilitates an eventual connection to sewer if it becomes available.
c) Depth of systems. Recommendations should correspond to depth of tests. Maximum depth of leach line or pit should be stated. Effective sidewall of seepage pit must correspond to testing depths.
d) Special designs, if necessary. Examples include additional separation of pits or lines, amount of rock below line in excess of required code, chamber type line, non-conventional pumped, advanced treatment, etc.
e) A statement as to whether or not there will be sufficient usable space available on every lot - in addition to the areas set aside for the primary and expansion

systems - for the installation of swimming pools or other large structures.

12. The following declarations shall be incorporated into the conclusion section of the OWTS report:
    a) "Based on the data presented in this report and using the recommendations set forth, it is the judgment of this professional that there is sufficient area on each lot to support a primary and expansion OWTS that will meet the current standards of the Department of Environmental Health and the OWTS Policy."
    b) "The designed system shall be located in natural undisturbed soil at the depth of the tests performed."
    c) "The natural occurring body of minerals and organic matter at the proposed wastewater disposal area contains earthen materials having more than 50% of its volume composed of particles smaller than 0.08 inches (2 mm) in size."
    d) "Based on the data presented in this report and the testing information accumulated, it is the judgment of this professional that the groundwater table will not encroach within the current allowable limits set forth in Chapter 11 of this LAMP."

        Note: When no groundwater is detected in the 15 foot boring, this statement can be made with a reasonable amount of certainty. However, when groundwater is present in the borehole it then becomes necessary to demonstrate with additional facts and findings, why this water level won't fluctuate to the point of encroachment. Failure to explore the possibility that detected groundwater could interfere with the OWTS, or violate the Regional Water Board's Basin Plan would not be in keeping with good engineering practices.

**Disclaimer:**
County approval of a tract or parcel map, even after a preliminary review by the Department, is no guarantee that an OWTS permit can be issued for an individual lot. Suitability for OWTS use on a lot can only be determined by a full OWTS Report investigation of that lot.

## CHAPTER 2 – ONSITE WASTEWATER TREATMENT SYSTEM REPORT FOR SINGLE LOTS

An Onsite Wastewater Treatment System (OWTS) Report is required for design of an OWTS for all single lot developments where sanitary sewer is not available. Construction permits for a second single-family dwelling unit on the same parcel must comply with a minimum lot size requirement of 0.5 acre per dwelling unit.

The OWTS Reports for single lots will only be accepted by the Department if they are prepared by certain professionals. Only the grading engineer, who has expertise in designing onsite wastewater systems or the Professional of Record (PR) who performed the actual Percolation Test (Perc Test) can prepare the OWTS Report. The PR that prepares the report must possess at least one of the following current and valid California registrations:

- Professional Engineer (PE)
- Professional Geologist (PG)
- Registered Environmental Health Specialist (REHS)

The Report shall include, but not be limited to the following:

1. Location of the land, legal description and the Riverside County Assessor's Parcel Number (APN).
2. Client's name, address and phone number.
3. Type of proposed development and number of lots.
4. Types of OWTS, i.e. conventional gravity, pumped, leach lines, seepage pits, etc.
5. Detailed description of the property including the following items:
    a) Describe the corner stake locations in relation to other natural or manmade landmarks on the property.
    b) The PR shall be able to accurately locate the property to be tested and the corner stakes shall be in place as noted above before any work is performed on site. A durable sign, with the owner's or engineer's name along with the legal description of the property must be placed in a conspicuous spot visible from the street or street easement.
    c) A general description of surface features which may interfere with the placement or operation of the OWTS.
6. Contour Map
   Map shall have maximum contour intervals as follows:

| **Slope** | **Interval** |
|---|---|
| 0-9% | 5 foot maximum |
| 10% or greater | 10 foot maximum |

   Note: Copies of United States Geological Survey Maps are not acceptable for this purpose.
7. Site Plan
    a) Each single lot shall have a site plan.
    b) The site plan shall be drawn to an engineering scale. (Typically 1"=20'or 1"=40').

c) The site plan will overlay the contoured map and include the following features.
   i. All intermittent or perennial, natural, or artificial bodies of water or watercourses.
   ii. All large trees and significant vegetation.
   iii. All existing structures on the lot.
   iv. All proposed structures including driveways, patios, pools, sidewalks etc. (number of bedrooms for homes).
   v. All existing wells on or within 200 feet of the property boundaries.
   vi. Proposed domestic water service lines, and proposed or existing water mains.
   vii. All rock outcroppings.
   viii. Indicate where all tests and borings were performed on the property.
   ix. All tests and borings must be accurately dimensioned to the property lines.
   x. Ornamental ponds.
   xi. All known recorded easements on or within 20 feet of lot boundaries (open space, utilities, etc.), or any other environmental constraints assigned to the proposed map.
   xii. A cross section that clearly calls out the elevations between the primary systems components.
   xiii. The elevation of the individual building pads in reference to the elevation of the sewage system (i.e., tank inlet, D-Box inlet, and leach line or seepage pit inlet).
   xiv. Purpose of project (e.g., new dwelling, new structure, guesthouse, addition, etc.).

8. Grading Plan

If grading is contemplated, the PR must assume theoretical cuts and fills and perform the tests and borings at the necessary depths. If the final grading exceeds the testing PR's estimate by more than plus or minus 2 feet, an additional test may be required.

The following information shall be shown on all grading plans:

a) The anticipated cuts and/or fills in the area of the proposed OWTS.
b) Both primary and expansion OWTS.
c) The elevation of the individual building pads in reference to the elevation of the sewage system (i.e. tank inlet, D-Box inlet, leach line, or seepage pit inlet).
d) When the grading plan is prepared by other than the person preparing the OWTS Report, the PR for the OWTS Report must use the finished grading contours as a basis for his site plan (i.e., the site plan must incorporate the finish contours).

9. Perc Test

Leach fields require a minimum of four perc tests and one deep boring. Seepage pits require a minimum of two perc tests and one deep boring.

The tests must be conducted on the lot in the area where the system will be proposed. Prior to the commencement of the percolation tests, the PR shall notify the Department

of the time and place of the test at least two business days in advance. The Department will issue a confirmation number to the PR which will serve as proof of this notification. This confirmation number must be incorporated into the soils percolation report on the cover sheet published by the PR. If the Department is not present at the prescribed time that the test is to be conducted, the PR may proceed without the Department representative being present. The testing, however, must be conducted in conformance with these regulations. Refer to Chapter 3 for Perc Test procedure details and requirement.

Note: A perc test may not be required in sandy soil areas (rates faster than 10 minutes per inch) and where there is a known 40 foot separation to groundwater.

10. Design recommendations including but not limited to the following:
    a) Design rate in minutes/inch converted to square feet/100 gallons of septic tank capacity for leach lines, and/or in gallons per square foot converted to vertical feet of pit per 100 gallons of septic tank capacity (specify 5 or 6 foot diameter) for seepage pits, for both the primary and expansion systems.
    b) The location of the systems.
       Note: If possible, the septic tank should be located in the front yard. This helps to accommodate servicing and facilitates an eventual connection to sewer if it becomes available.
    c) Depth of systems. Recommendations should correspond to depth of tests. Maximum depth of leach line or pit should be stated. Effective sidewall of seepage pit must correspond to testing depths.
    d) Special design, if necessary. For example, additional separation of pits or lines, amount of rock below line in excess of required code, chamber type line, non-conventional pumped, advanced treatment, etc.
    e) Conclusions. The following declarations shall be included in the conclusion section of the OWTS Report:
        i. “Based on the data presented in this report and using the recommendations set forth, it is the judgment of this professional that there is sufficient area on each lot to support a primary and expansion OWTS that will meet the current standards of the Department of Environmental Health and the Regional Water Board.”
        ii. “The designed system shall be located in natural undisturbed soil at the depth of the tests performed.”
        iii. “The natural occurring body of minerals and organic matter at the proposed wastewater disposal area contains earthen materials having more that 50% of its volume composed of particles smaller than 0.08 inches (2 mm) in size.”
        iv. “Based on the data presented in this report and the testing information accumulated, it is the judgment of this professional that the groundwater table will not encroach within the current allowable limits set forth in Chapter 11 of this LAMP.”
        Note: When no groundwater is detected in the 15 foot boring, this

statement can be made with a reasonable amount of certainty. However when groundwater is present in the borehole it then becomes necessary to demonstrate with additional facts and findings, why this water level won't fluctuate to the point of encroachment. Failure to explore the possibility that detected groundwater could interfere with the OWTS, or violate the Regional Water Board's Basin Plan would not be in keeping with good engineering practices.

## CHAPTER 3 – PERCOLATION TESTING PROCEDURES

Percolation testing shall be conducted only by individuals trained and educated to perform, understand and evaluate the field conditions and tests as they relate to OWTS. This would include those with experience in OWTS design and holding one of the following State of California credentials and registrations: PE, PG or REHS. The Department will only approve the percolation test (perc test) method described in this Chapter.

Prior to the commencement of the perc test, the Professional of Record (PR) shall give notification of the time and place of the test to the Department at least two business days in advance so that Department staff can observe the testing. The Department will issue a confirmation number to the PR which will serve as proof of this notification. This confirmation number must be incorporated into the soils percolation report on the cover sheet published by the PR. If the Department is not present at the prescribed time that the test is to be conducted, the PR may proceed without the Department representative being present. The testing however must be conducted in conformance with these regulations.

When the perc test has been completed, a 3 foot long surveyor's stake shall be flagged with highly visible banner tape and placed in the location of the test indicating date, test number as shown on the field data sheet, and firm performing the test.

Information to be Included in the Percolation Report

1. Date of testing.
2. Type of equipment used to construct the boreholes, such as backhoe, hollow stem auger, etc.
3. Delineation of any special calculations such as gravel correction factor (if used).
4. Test results shall be provided in tabular format showing the following: Test number, rate in minutes/inch and square feet per 100 gallons of septic tank capacity for leach lines and/or rate in gallons per square foot per day for seepage pits., depth of test and soils classification. Refer to Appendix I for sample test forms.
5. Field perc test data including date, time of day, presoak description, and location of hole with respect to property lines or other landmarks.
6. Results of exploratory trench or deep boring.
7. Statement of sewer availability.

Standard Perc Test Procedures for Leach Lines

1. Test hole opening shall be between 8 and 12 inches in diameter or between 7 and 11 inches on side if square.
2. The depth of the hole shall correspond to the depth of the proposed leach line trench.
3. The bottom of the test hole shall be covered with 2 inches of gravel.
4. To pre-soak, invert a full 5 gallon bottle of clear water supported over the hole so that the water flow into the hole holds constant at least 8 inches above the gravel at the bottom of the hole. Testing shall commence after all of the water has percolated through the test hole or after 15 hours has elapsed since initiating the pre-soak.

5. The sides of the hole shall remain undisturbed (not smeared) after drilling and any cobbles encountered left in place.

Additional Testing for Critical Areas for Leach Line Design

Deep perc test procedures shall be used where an impermeable strata has been encountered. The PR shall demonstrate that an impermeable strata (i.e. bedrock, etc.) condition does not exist within a distance of 8 feet below the proposed leach line trench bottom. These standards allow the PR to demonstrate conformance with this criterion by testing to ensure that the impermeability at this depth does not exceed 120 minutes per inch.

In critical areas, the PR shall perform two additional percolation tests at a depth of 8 feet below the trench bottom. In preparation for the testing, 10 gallons of water must be used to presoak each of these two test borings. The pre-soak period is not to extend beyond 48 hours and testing must commence as soon as practicable after all water has drained, or at the most 48 hours. For these deep perc tests, measurements shall be taken at 30 minute intervals over a 6 hour period. The location of the test borings must be in the area on the site where the system will ultimately be placed.

If partially decomposed, or unaltered rock or shale materials are encountered in the site trench, the PR will evaluate any fissuring (extent and orientation), and make a conclusive statement addressing the ability of the underlying materials to accept and effectively convey the hydraulic loading from the system and the seasonal average rainfall.

Perc Test Measurements for Leach Line Design

In sandy soils when two consecutive measurements show that 6 inches of water seeps away in less than 25 minutes, the test shall be run for an additional hour with measurements taken every ten minutes. The drop that occurs during the final ten minutes should be used to calculate the percolation rate. Field data must include the 2 – 25 minute readings and the 6 – 10 minute readings.

In non-sandy soils, if all of the water has percolated either while the tester is present or after 15 hours, remove the bottle and add water until the level is 6 inches above the gravel at the bottom of the test hole. Obtain a minimum of six measurements per hole within 6 hours with a precision of at least 0.25 inches. Refill to 6 inches over the top of the gravel after each measurement. Intervals between readings shall be not less than 30 minutes. The drop that occurs during the final reading should be used to calculate the percolation rate. To assure saturated conditions, if no water remains in the hole after the initial soaking, testing must start no later than 26 hours after that soaking.

The field results are to be reported in minutes per inch (minutes/inch). This then corresponds to the leach line trench bottom area in square feet for every 100 gallons of septic tank capacity. The conversion is provided in Table 3.1.

TABLE 3.1

| Minutes / Inch | Minimum Sq. Ft. per 100 Gallons | Minutes / Inch | Minimum Sq. Ft. per 100 Gallons |
|---|---|---|---|
| 0-9 | 20 | 26-27 | 60 |
| 10-11 | 25 | 28-30 | 65 |
| 12-13 | 30 | 31-32 | 70 |
| 14-16 | 35 | 33-37 | 80 |
| 17-18 | 40 | 38-43 | 90 |
| 19-20 | 45 | 44-48 | 100 |
| 21-23 | 50 | 50-54 | 110 |
| 24-25 | 55 | 55-60 | 120 |

Maximum rate allowed is 60 minutes per inch.

Perc Test Procedures for Seepage Pit Design

1. Borehole diameter shall be either 6 inch or 8 inch only. No other diameter test holes will be accepted.
2. The test depth shall be at the intended depth of the seepage pit. No pits will be allowed shallower than 10 ft. below inlet or deeper than 40 ft. below ground surface.
3. Fill the hole with clear water to a maximum depth of 4 feet below the surface of the ground or if grading cuts are anticipated, to the depth of the assumed inlet of the proposed seepage pit.

Perc Test Measurements for Seepage Pit Design

1. All holes shall be pre-soaked for 24 hours unless the site consists of sandy soils containing little or no clay. If sandy soils exist and the water on two consecutive readings seeps away faster than half the wetted depth in 25 minutes or less, the tests may then be run after a 2 hour pre-soak.
2. Except in sandy soils, the percolation rate measurement shall be made on the day following the pre-soak procedure. Adjust water to the proposed inlet depth. From a fixed reference point, measure the drop in water level over a 30 minute period for at least 6 hours, refilling after every 30 minute reading. The total depth of hole must be measured at every reading to verify that collapse of the borehole has not occurred.
3. In sandy soils, the time interval between measurements shall be 10 minutes and the test run for 1 hour. This does not include the two consecutive fillings that are part of the pre-soak.

The seepage pit percolation rate shall be calculated in the following manner:

$$Q = \frac{(F/T) \times (Dx9)}{L\ (Avg.)} \qquad \text{Or} \qquad Q = \frac{(R)(D)(9)}{L\ (Avg.)}$$

Where R=F/T in Ft/Hr.

a) Q = Rate in gallons/sq. ft. of sidewall per day of septic tank effluent.
b) F = Drop during time interval in feet.
c) T = Time interval in hours.
d) D = Diameter of hole in feet.
e) L (Avg.) = Average wetted depth during time interval in feet. Minimum depth is 10 feet.

   The seepage pit depths (below the inlet) for 5 ft. and 6 ft. diameter pits are derived from the rate (Q) in the following manner:

   i. Total depth required for a 5 ft. diameter pit below the inlet = Septic Tank Capacity. /Q x 15.7 (where 15.7 is the circumstance in feet of a 5 foot diameter pit).
   ii. Total depth required for a 6 ft. diameter pit below the inlet = Septic Tank Capacity. /Q x 18.8 (where 18.8 is the circumstance in feet of a 6 foot diameter pit).
   iii. The recommended effective sidewall of the seepage pit must correspond to the testing depths.
   iv. Rate allowed is $1.1 < Q < 4.0$.

Refer to the Appendices for example field test forms for seepage pits.

Exploratory Trench or Deep Borings

This procedure is used in addition to the standard perc test. An exploratory trench or boring is an excavation or hole drilled in the area of the proposed OWTS. It will be used to provide additional information including: type of soil, soil moisture, depth of the water table, perched or otherwise, rock or impervious soil.

The excavation or boring must extend to a minimum depth of 10 feet below the bottom of the proposed system to determine if the depths of the water table, bedrock, or impervious soils (percolation rate of greater than 120 minutes per inch), and whether they encroach within the allowable limits. However, the minimum depth of any boring is 15 feet below ground surface, or stated refusal. The PR must address all refusals encountered. If water is found, refer to Chapter 4 for additional testing requirements.

For the Department to verify absence of or presence of ground water within the 15 foot boring or excavation, a 4 inch perforated PVC pipe shall be left in place. The excavation or boring with the pipe installed can be back filled. The pipe should be secured to prevent damage or vandalism.

## CHAPTER 4 – SPECIAL TESTING FOR HIGH GROUNDWATER OR PERCHED WATER AREAS

The presence of high groundwater can negatively impact the operation of an OWTS. The elevated groundwater can cause the system to fail and significantly degrade the surrounding groundwater quality that other utilities use as a source of drinking water. In order to determine if groundwater has impacted the site, special testing may be required when groundwater is encountered within 12 feet of ground surface and less than 80 percent of the annual seasonal rainfall has occurred. The special testing is also required where high ground water would be anticipated, such as in the following areas: near drainage courses, streams, bodies of standing water, and areas of shallow bedrock that allow rapid fluctuating perched water due to water entrapments and poor permeability. The special testing will be used to confirm if groundwater has indeed impacted the site and could preclude the use of a conventional OWTS.

Special Testing Procedures:
An excavation is to be dug with a backhoe or bucket rig capable of allowing access for visual inspection by a qualified individual experienced at evaluating the soil strata for visual signs of mottling and other geological signs to determine historic high ground water levels. The Professional of Record (PR) shall give the Department notice of when the excavation will be open for observation. The presence of mottled soil is marked with spots, blotches or contrasting color which is usually caused by saturation for some period during a normal year, unless it has been artificially drained. (If the site has been artificially drained, contact this Department for further evaluation.) This method has been used for many years as a reliable indicator of groundwater encroachment. Refer to the end of this chapter for a description of the cause of soil mottling development.

Mottling can be described in terms of abundance, size and contrast which are delineated below:

Abundance: Few – Occupy less than 2% of the exposed surface.
Common – Occupy from 2 – 20% of the exposed surface.
Many – Occupy more than 20% of the exposed surface.

Size: Fine – Less than 1/5 inch in diameter along the greatest dimension.
Medium – From 1/5 to 3/5 inch diameter along the greatest dimension.
Coarse – Greater than 3/5 inch diameter along the greatest dimension.

Contrast: Faint – Evident but recognizable only with close examination.
Distinct – Not striking but readily seen.
Prominent – Obvious and one of the outstanding features of the horizon.

If soil mottling is found, a conventional system typically cannot be used at this site. Contact your PR to determine the best course of action.

**********

Special Section

**Mottled Soil Development**

With ambient temperatures above 40°F, two basic types of bacteria are the agents which decompose or oxidize organic matter in the soil. Aerobic bacteria are the primary agents as long as there is some air present in the soil. As infiltrating water and/or a rise in groundwater fills the air spaces (voids) saturating the soil, air is excluded and anaerobic bacteria become the primary decomposers. They utilize insoluble manganese and iron compounds that are present in the soil instead of air. Chemical reactions occur causing manganese and iron ions to be liberated from the otherwise insoluble oxide and hydroxide compounds and begin to flow through the soil solutions. Since this action drains iron ions, a color reduction occurs in those areas tending to turn them gray or white. When these ions again encounter oxygen in aerated pores, they immediately recombine with air to form yellow, orange and rust colored concentrations. Manganese ions are re-oxidized and form black concentrations. If this process has prevailed for significant periods over recent geologic past, the resulting mottled soil colors can be quite readily observed. Hence, this historic recording of saturation in the soil can be used to estimate the groundwater level expected to occur during a near normal spring season. Experience has shown that this level can be predicted quite accurately at most sites.

## CHAPTER 5 – DESIGN REQUIREMENTS FOR CONVENTIONAL ONSITE WASTEWATER TREATMENT SYSTEMS (OWTS)

No person shall erect, construct, rebuild, convert or alter any plumbing system designed for the discharge or disposal of sewage or sewage effluent unless written approval for such purpose is obtained from the Department.

Basic Requirements of OWTS Design

1. There shall be a minimum of 5 feet of undisturbed soil between groundwater and the leach lines. A minimum of 10 feet of soil shall be between groundwater and the bottom of a seepage pit.
2. No conventional OWTS shall be allowed in an area where the separation to groundwater is less than 5 feet from the bottom of the leach line trench. Shallow groundwater levels can be determined as described in Chapter 4 and/or seasonal rainfall per Ord. 650.
3. There shall be a minimum of 8 feet of soil between the bottom of the system and impermeable strata. Impermeable strata shall be defined as any soil strata, fractured rock or bedrock, weathered or non-weathered, that has a percolation rate in excess of 120 minutes per inch.
4. The soil in the area of the OWTS shall not have a percolation rate slower than 60 minutes per inch for leach lines or 1.1 gallons per square foot of sidewall/day for seepage pits.
5. If the percolation rates are faster than 5 minutes per inch for leach lines or 10 gallons per sq. foot per day for seepage pits, the soil depths required in Section 1 above must contain at least 10% fines smaller than 0.08 millimeters (fit through a #200 sieve). A minimum of a 40 foot separation between the bottom of the OWTS and the high groundwater table must be maintained if the fines percentage requirement is not met. This assumes that at some depth above high groundwater there exists 5 feet (for leach lines) or 10 feet (for seepage pits) of soil that has enough fines (#200 sieve) to meet the above requirement.
6. Where soils consist of greater than 10% rock fragments (cobbles, stones and gravel), the dispersal system area shall be increased in proportion to the percent of rock fragments to compensate for the lost treatment volume.
7. All OWTS shall be designed so that additional dispersal areas equivalent to at least 100% of the required original system be provided on the plot plan. This is called the expansion area.
8. Dispersal systems, except for seepage pits, shall not exceed a maximum depth of 10 feet as measured from the ground surface to the bottom of the trench.
9. Where liquid waste contains fats, oils, and/or grease that affect the OWTS, a grease interceptor for such waste shall be installed and sized according to the current edition of the Uniform Plumbing Code (UPC).

Septic Tank Design

All septic tanks shall be in conformance with the current edition of the UPC. The tank shall be equipped with at least two risers: one at the solids side and the other on the effluent side. For

septic tanks which are 2,000 gallons or larger, the solids side shall be equipped with at least two risers. All risers shall extend to within 4 inches of final grade with access openings of at least 20 inches in diameter, watertight and secured to prevent unauthorized access.

Tanks shall also be equipped with effluent filters to prevent solids in excess of three-sixteenths (3/16) of an inch in diameter from passing to the dispersal system. Septic tanks that use National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard 46 certified septic tank filter at the final point of effluent discharge from the OWTS and prior to the dispersal system shall be deemed to meet this requirement.

The liquid capacity of the septic tank shall conform to UPC Tables H2.1 or H2.1(1) as determined by the number of bedrooms or apartment units in dwelling occupancies, and the estimated waste/sewage design flow rate or the number of plumbing fixture units as determined from UPC Table 702.1 , whichever is greater in other building occupancies.

Guidelines for Determining the Number of Bedrooms

1. Once the living room, dining room, family room, kitchen, bathrooms, and utility rooms have been established, all other rooms shall be considered as potential sleeping rooms. Dens, libraries, studies, weight rooms, sewing rooms, workshops, etc., shall be determined as bedrooms.
2. All other habitable rooms totaling at least seventy (70) square feet in size are to be considered bedrooms suitable for sleeping purposes, regardless of whether or not they contain closets or have access to a bathroom.
3. Rooms that open to a living room, dining room, family room, kitchen, or entry way, and have a single, un-obstructive opening (no doors) with a minimum 50% opening of the total wall space (minimum 6’ wide) with archways or other acceptable means shall not be considered as bedrooms.
4. Rooms that can only be accessed through another bedroom are to be considered part of that bedroom, such as master suite and not an additional bedroom.
5. In the case of an ambiguous situation, where it is not clear as to whether or not a room is a bedroom, the plans may be reviewed on a case-by-case basis by the Department.
6. Any cases, which will require the relocation or modification of doorways, are to be reviewed and approved by Building and Safety to address any structural considerations such as load bearing walls. This is to be done prior to approval or sign-off by the Department.

Note: Septic tank size using the estimated waste/sewage flow rates should be calculated as follows:

1. Waste/sewage flow up to 1,500 gallons/day (5,677.5 L/day)
   Septic tank size = Waste/sewage flow x 1.5
2. Waste/sewage flows over 1,500 gallons/day (5,677.5 L/day)
   Septic tank size = Waste flow x 0.75 + 1,125

Absorption System General Design

The required square feet of leaching area for either a seepage or leach system shall be based on the calculated septic tank capacity. For every gallon of septic tank capacity required, there is an equivalent square foot of leaching area required based on the soil rate. The maximum septic tank size and its absorption system are limited by the following table:

Table 5.1

| Leach Lines: Sq. Ft./ 100 gallons | Seepage Pits: Q=Gallons/Square Foot/Day | Maximum Septic Tank Size Allowable (Gallons) |
|---|---|---|
| 25 | 4 | 7500 |
| 40 | 3.2 | 5000 |
| 90 | 2.5 | 3500 |
| 120 | 1.11 | 3000 |

Leaching Beds

Where leaching beds are proposed, the area of the bed shall be at least 50% greater than the requirements for trenches. Distribution drain lines in leaching beds shall not be more than 6 feet apart on centers, and no part of the perimeter of the leaching bed shall be more than 3 feet from a distribution drain line. When "chamber" type units are proposed, the Department will allow a 20% reduction when calculating the required leach bed bottom area.

Leach or Drain Line Design

The leach line disposal field shall be constructed as follows:

Table 5.2

| | |
|---|---|
| 1. Minimum number of drain lines per field | 1 |
| 2. Maximum length of each line | 100 feet |
| 3. Bottom width of trench | 36 inches |
| 4. Minimum spacing of lines center to center | 7 feet |
| 5. Minimum depth of earth cover over lines | 12 inches |
| 6. Preferred depth of cover of lines | 18 inches |
| 7. Minimum filter material over drain lines | 2 inches |
| 8. Perforated pipe or "chamber" shall be laid level and with the end of the line capped | |
| 9. Each leach line trench must be separated by sufficient natural and undisturbed soil | |

Sidewall Calculations for Leach Line and Leach Bed Design

This Department will allow the use of side wall calculations for leach line design with the following stipulations:

1. Percolation tests must be performed at the proposed bottom of the trench.
2. Boring depth must be extended proportionately to allow for increased leach line depth.
3. The effective application area shall increase by 2 square feet of bottom area for each additional foot of rock in excess of the required 1 foot of rock below the bottom of

the drain line. Total depth of rock shall not exceed 3 feet.

4. The horizontal separation distance between any two adjacent leach lines must be increased by 1 foot (greater than the existing 7 foot center to center requirement) for each additional foot of rock greater than the minimum 1 foot.
5. No system shall have a total trench bottom area less than 150 sq. ft.

Table 5.3 lists the allowance for sidewall calculations:

Table 5.3
Sidewall Calculation Allowances

| Depth of Rock Below Leach Line | Square Foot of Bottom Area per Linear Foot of 3 Foot Wide Trench |
|---|---|
| 1 foot of rock | 3 Sq. Feet |
| 2 foot of rock | 5 Sq. Feet |
| 3 foot of rock | 7 Sq. Feet |

Leach Line Installation on or Near Slopes

Any portion of the disposal field shall maintain a 15 foot horizontal distance from daylight (or side of slope) to any portion of the leach line or leach bed. Table 5.4 gives the minimum cover allowed and depth of testing versus the percent of slope in the area of the disposal field to meet the 15 foot requirement. This table also gives a factor by which to increase the square foot of bottom area due to the loss in transpiration caused by the added cover overburden.

Note: No system shall be installed in slopes greater than 30% without a slope stability report approved by a registered professional.

Note: The minimum depth of test required due to percent (%) slope of natural ground does not take into account leach line designs utilizing 2 feet or 3 feet of rock underneath leach line pipe. The Professional of Record must increase the required test depth to accommodate for the use of 2 feet or 3 feet of rock.

Table 5.4
Leach Line Overburden Factor

| Slope of natural ground in area of disposal system (%) | Minimum cover over lines / bed (ft.) | Minimum depth of test required (ft.) | Overburden Factor |
|---|---|---|---|
| 5% | 1 | 3 | 1.0 |
| 10% | 1.5 | 3 | 1.0 |
| 15% | 2.25 | 4 | 1.0 |
| 20% | 3 | 4 | 1.0 |
| 25% | 3.75 | 5 | 1.1 |
| 30% | 4.5 | 6 | 1.2 |
| 35% | 5.25 | 7 | 1.3 |
| 40% | 6 | 8 | 1.4 |
| 45% | 7.0 | 9 | 1.5 |

Serial Distribution (Step Dam System)

On steep slopes, leach lines or leach beds shall be stepped to prevent excessive line slope. The lines between each horizontal section shall be made with watertight joints and shall be designed so each horizontal leaching trench or bed shall be utilized to the maximum capacity before the effluent passes to the next lower leach line or bed. The lines between each horizontal leaching section may be installed on natural or unfilled ground. Step dam systems are generally required on slopes greater than 20%. See Figures 5.1 - 5.3.

Figure 5.1

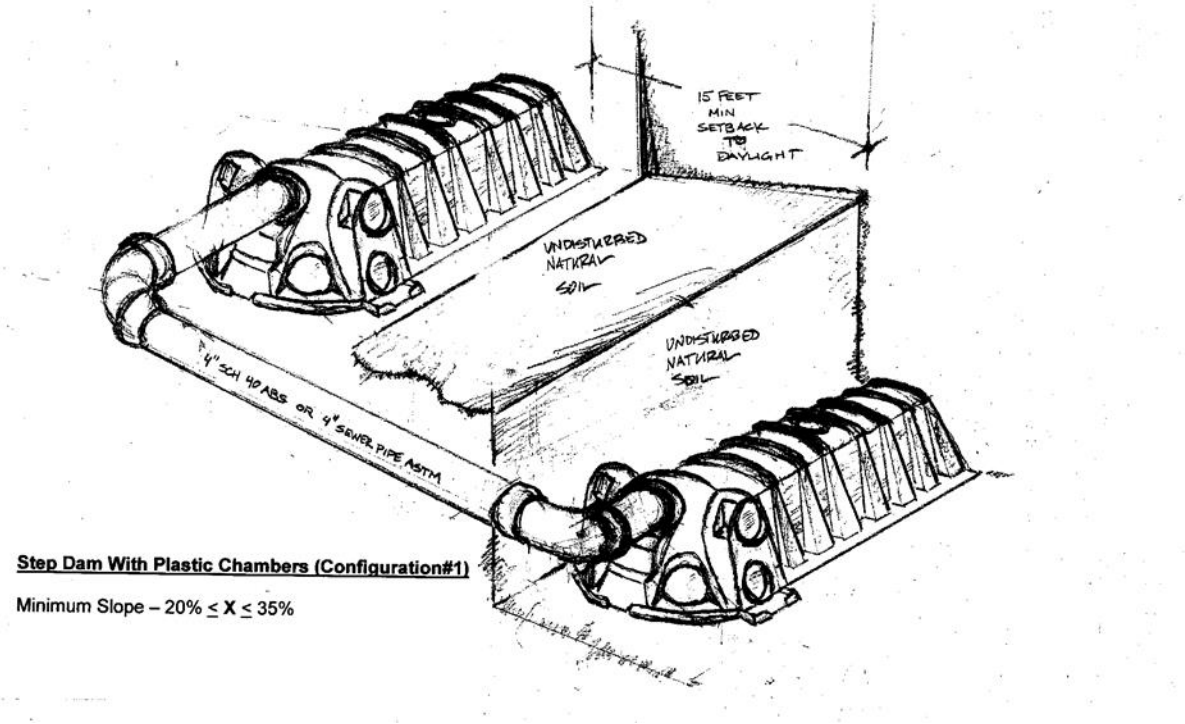
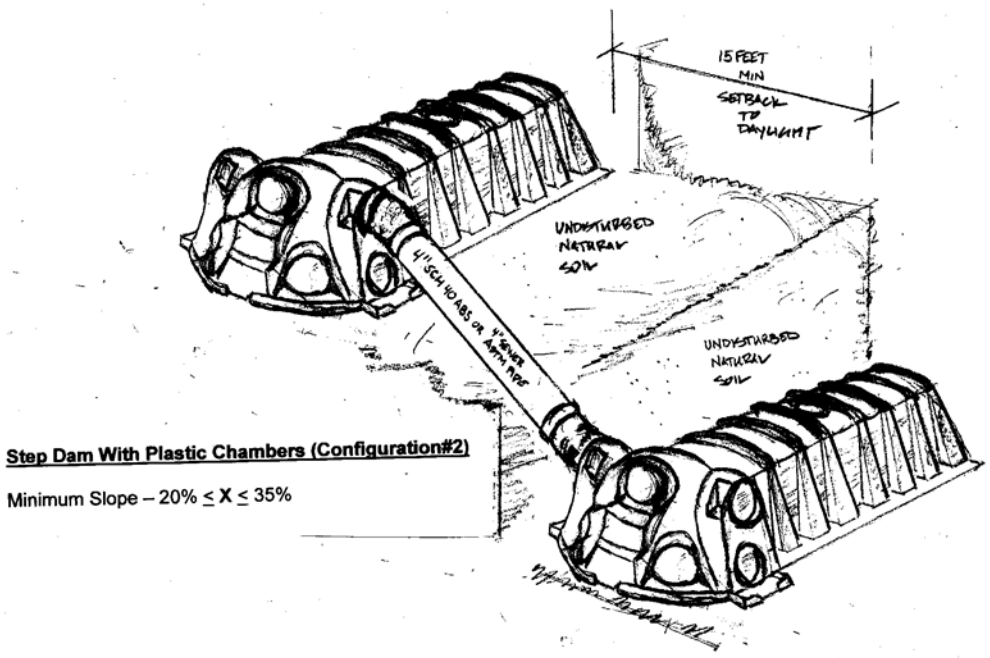


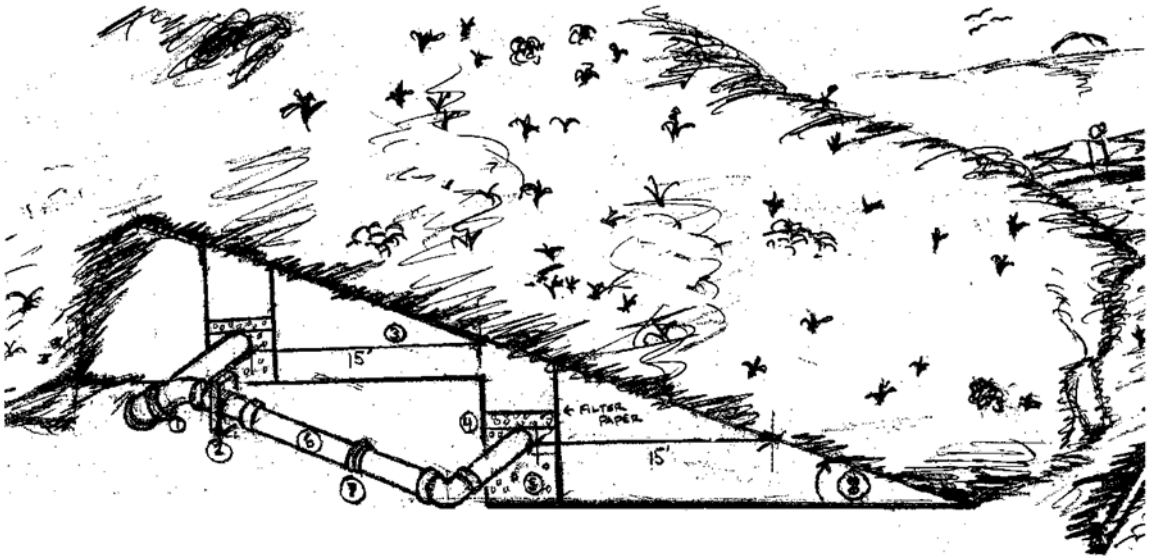
Figure 5.2




**Step Dam With Plastic Chambers (Configuration#2)**

Minimum Slope – 20% ≤ **X** ≤ 35%

Figure 5.3



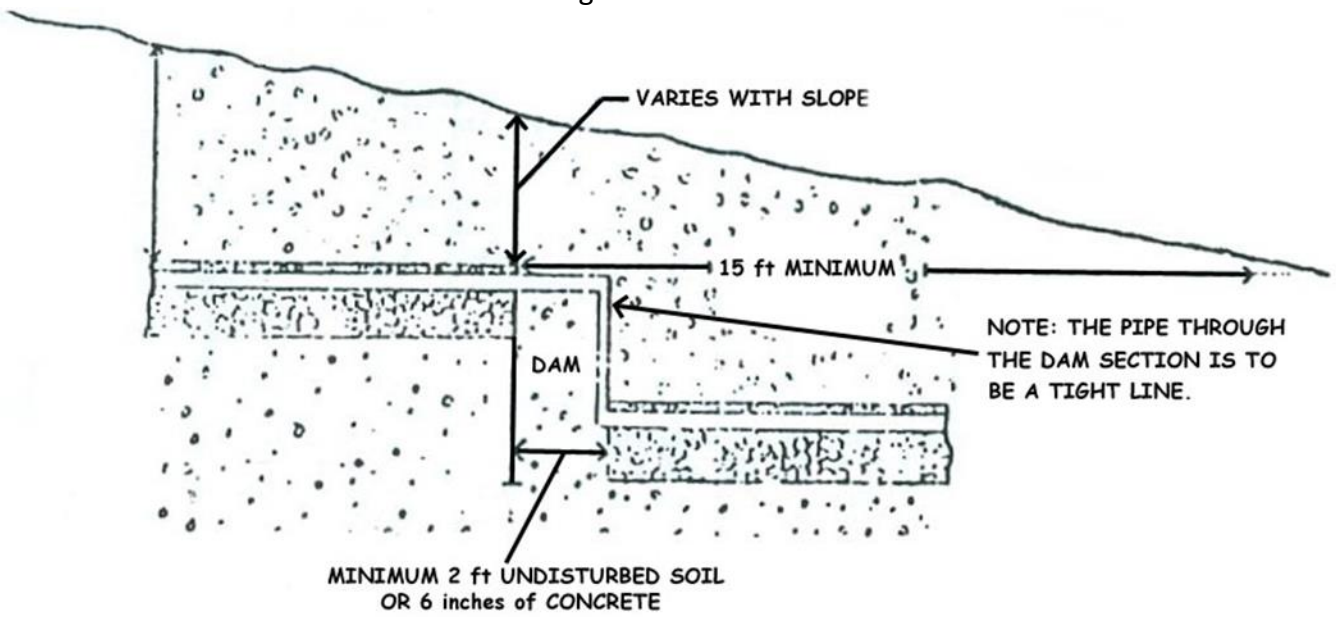

**Conventional Step Dam Configuration**

1) Elbow
2) Concrete Dam
3) 15 feet minimum horizontal setback to daylight
4) 4" minimum rock in-between leach line pipe and filter paper
5) 12" minimum rock underneath leach line pipe
6) 4" diameter solid pipe (schedule 40 abs or 4" astm standard sewer pipe)
7) Tight Joint
8) Minimum Slope – 20% ≤ **X** ≤ 35%

Slope Leach Line Installation – With the Slope

On moderate slopes where the system is installed with the slope, dams (natural or man-made) must be provided at each step down as shown in Figure 5.4.

Figure 5.4




Driveways

Leach lines shall not be installed under driveways, paved or unpaved. Seepage pits may be installed beneath driveways provided they are fitted with traffic rated lids.

Seepage Pit Design

Seepage pits shall be constructed as follows:

1. Each seepage pit shall be circular in shape and shall have an excavated diameter of not less than five feet.
2. Each pit shall be lined with precast concrete circular sections.
3. Each seepage pit shall have a minimum sidewall of 10 feet below the inlet with a maximum total depth of 40 feet below ground surface, unless approved by the Department.
4. The lid of the seepage pit must be at least 18 inches but no more than 4 feet below the surface of the ground.
5. The horizontal distance from a seepage pit to the top of a cut bank shall be equal to 5 times the vertical height of the bank or 25 feet, whichever is less.
6. A minimum 6 inch annulus filled with clean ¾ inch gravel shall be provided between the pit structure and the excavation wall. Slag is acceptable if it is clean and uniformly sized at ¾ inch.

Setbacks

The OWTS must be setback from certain structures and features to help ensure public safety

and proper functioning of the system. Table 5.5 delineates setbacks from septic tanks, disposal fields and seepage pits. Watercourses require special consideration.

Table 5.5
Minimum Horizontal Separations for Subsurface Sewage Disposal

| **Minimum Horizontal Distance From:** | **Septic Tank** | **Disposal Field** | **Seepage Pit** |
|---|---|---|---|
| Building or Structure[1] | 5 feet | 8 feet | 8 feet |
| Property Line Adjoining Private Property | 5 feet | 5 feet | 8 feet |
| Water Wells/Monitoring Wells[2] | 100 feet | 100 feet | 150 feet |
| Public Water Wells | 150 feet | 150 feet | 200 feet |
| Trees (greater than 10 inches in diameter) | 10 feet | --- | 10 feet |
| Seepage Pits | 5 feet | 5 feet | 12 feet |
| Disposal Field | 5 feet | 4 feet | 5 feet |
| On Site Domestic Water Service Line[3] | 5 feet | 5 feet | 5 feet |
| Distribution Box | --- | 5 feet | 5 feet |
| Pressure Public Water Main Line | 10 feet | 10 feet | 10 feet |
| Flood Plain / 100 Year Flood Zone | Refer to Current UPC | Refer to Current UPC | Refer to Current UPC |

[1]Building or structure includes porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways and similar structures or appurtenances.
[2]All drainage piping shall clear domestic water supply wells by at least 50 feet. This distance may be reduced to not less than 25 feet when the drainage piping is constructed of materials approved for use within a building.
[3]Water pipes crossing sewer piping shall be laid a minimum of 12 inches above that sewer pipe.

Public Water System Surface Water Intake Point

Where the effluent dispersal system is within 1,200 feet from a public water systems' surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 400 feet from the high water mark of the reservoir, lake or flowing water body.
Where the effluent dispersal system is located more than 1,200 feet but less than 2,500 feet from a

public water systems' surface water intake point, within the catchment area of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 200 feet from the high water mark of the reservoir, lake or flowing water body.

Watercourses

Watercourses, for purposes of determining setbacks from OWTS, have been separated into four main categories which are defined as follows:

1. **OWTS Policy Tier 3.** This category includes properties within 600 feet of a Clean Water Act Section 303(d) impaired water body for nitrogen or pathogens. New or replacement OWTS for these properties must meet Tier 3 default requirements in Chapter 10 of the OWTS policy.

2. **Colorado River.** This category includes the main stem Colorado River and all adjacent watercourses, oxbows, marshes, etc. See Table 5.6.

Table 5.6
Setbacks from Colorado River

| | |
|---|---|
| Septic tank | 100 feet |
| Leach line | 150 feet |
| Leach bed | 150 feet |
| Seepage pit | 600 feet |

3. **Major Streams and Springs.** This category includes watercourses such as the Santa Ana River, Strawberry Creek, San Jacinto River, Murrieta Creek, etc. Major streams have surface flows year round during most years. See Table 5.7.

Table 5.7
Setbacks from Major Streams and Springs

| | |
|---|---|
| Septic tank | 100 feet |
| Leach line | 100 feet |
| Leach bed | 100 feet |
| Seepage pit | 150 feet |

4. **Ephemeral Streams.** These watercourses lose their surface flows at times during most years, but may still have significant underflows. Significant underflow is usually evidenced by lush vegetative growth at the streambed during the drier months of the year. See Table 5.8.

Table 5.8
Setbacks from Ephemeral Streams

| | |
|---|---|
| Septic tank | 25 feet |
| Leach line | 50 feet |
| Leach bed | 50 feet |
| Seepage pit | 100 feet |

5. **Drainage Courses**. These watercourses include: ephemeral streams with little or no underflow during dry periods, eroded channels, unlined drainage channels, swales, gullies, ravines, dry creek beds, etc. See Table 5.9.

Table 5.9
Setbacks from Drainage Courses

| | |
|---|---|
| Septic tank | 15 feet |
| Leach line | 15 feet |
| Leach bed | 15 feet |
| Seepage pit | 15 feet |

6. **Vernal Pools, Wetlands, Lakes, and Ponds.** OWTS components and dispersal systems shall be setback at least 200 feet from these water bodies unless advanced treatment or other mitigation measures are utilized.

All setback measurements for watercourses are to be taken from outer edge of the "high water mark" of the watercourse.

Notes: Not every watercourse will fit neatly into one of these categories. When there is some doubt as to how to properly categorize a watercourse, the setback requirement should be determined based on a joint field investigation by the Department and the Professional of Record.

## CHAPTER 6 – ALTERNATIVE TREATMENT, GRAYWATER, AND HOLDING TANKS

Alternative Treatment Systems

Many lots that are desirable for development are unsuited for conventional septic systems as defined in Riverside County Ordinance 650 due to soil conditions and/or groundwater issues. Alternative Treatment Systems, also referred to as ATUs, are used to overcome specific site constraints generally having to do with high ground water or shallow soils, and provide the additional treatment that will not be provided in the soil.

As required by Ord. 650, all ATUs are subject to an annual renewable operating permit (ROP) issued by the Department and subject to inspections. A right of entry agreement and the requirement for maintaining an ROP shall be recorded on the property deed.

ATU Design Criteria

1. All supplemental treatment components of an ATU must be certified by the National Sanitation Foundation (NSF) to meet the minimum requirements of NSF Standard 40 and must meet the performance conditions established by this Department and the Regional Water Board. ATUs utilizing nitrogen reduction components shall achieve a minimum 50 percent nitrogen reduction, when comparing the 30-day average influent concentration to the 30-day average effluent concentration.
2. Percolation testing, soil depth evaluations and groundwater elevation determinations shall be performed by a Professional of Record (PR). Percolation testing will be performed at the proposed installation depth of the dispersal field and shall follow the procedures stated in Chapter 3 of this LAMP.
3. Treated effluent from all ATUs shall be discharged to a subsurface dispersal system consisting of leach lines, seepage pits, or pressurized drip dispersal systems.
4. System sizing for dispersal systems that utilize leach lines or seepage pits shall be the same as those used for conventional OWTS.
5. Pressurized drip dispersal systems shall be designed and installed per the manufacturer's recommendations.
6. A minimum 2 feet of soil must separate the bottom of the ATU dispersal system from impermeable strata or the highest anticipated level to which groundwater could be expected to rise.
7. The ATU shall be equipped with a visual and audible alarm that alert the owner/occupant of system malfunctions.
8. Site plans must include detailed specifications of the components of the proposed ATU.

Construction Requirements for Drip Dispersal Systems

The construction requirements for dispersal systems consisting of leach lines and seepage pit systems can be found in the specific chapters in this LAMP for those systems. The construction requirements for pressurized drip dispersal systems shall be as follows.

1. Drip dispersal systems must be installed by a Qualified Service Provider (QSP) trained on the specific system proposed, and installed according to the PR's specifications for location, components, size, and depth.

2. The natural soil cover over a drip dispersal system shall be at least 9 inches but no greater than 12 inches.
3. The area of the drip dispersal system shall be planted with appropriate vegetation to allow for uptake of nutrients from the wastewater.
4. The drip dispersal system shall be designed and maintained to reduce orifice clogging and root intrusion.
5. The drip dispersal system shall be designed, located and maintained to prevent vehicular traffic over it.
6. The setbacks required between drip dispersal systems and other components of the OWTS as well as structures, property lines, easements, watercourses, wells, or grading shall be the same as required for leach lines.
7. Drip dispersal systems are pressure distribution systems and head loss calculations shall be provided to ensure proper hydraulic pressure at the emitter.
8. Drip dispersal system emitter lines shall be designed as a continuous loop circuit with no dead-ends. Vacuum release valves shall be installed at the highpoint of the emitter lines.
9. The maximum emitter longitudinal spacing on an emitter line shall be 2 feet. The maximum spacing between adjacent emitter lines in an absorption bed configuration shall be 2 feet.
10. Drip dispersal systems shall be time dosed over a 24-hour period. Demand control dosing shall override timed dosing in periods of flow where timed dosing cannot accommodate the excessive flow.
11. All drip dispersal systems shall incorporate a mechanism for backwashing or flushing the drip lines and filters.
12. All components shall be certified in writing by the PR who designed the system that the installation was completed per the approved design.

Operation and Maintenance

1. All ATUs require an annual operating permit issued by this Department as required by Ordinance 650.
2. All ATU owners must maintain a service agreement with a QSP trained by the manufacturer.
3. All ATUs require, at a minimum, an annual inspection by the QSP to ensure proper operation and maintenance of the system. The QSP shall provide copies of the inspection results to this Department within 45 days of the date of inspection.
4. Failure to maintain an annual operating permit and/or provide the annual inspection report to this Department may result in enforcement action as specified in Ordinance 650.

Graywater Systems

Graywater is defined in the California Plumbing Code as untreated water that has not been contaminated with any toilet discharge. Graywater includes wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. No plumbing connection deemed by the

Department of having the potential of carrying toilet waste will be allowed to connect to a graywater system.

All graywater systems (Clothes Washer System, Simple System, Complex System) shall be designed pursuant to the most current edition of the California Plumbing Code and shall be designed for underground effluent dispersal only. No surface discharge of graywater is permitted. The capacity of an OWTS shall not be reduced or otherwise affected by the existence or proposed installation of a graywater system servicing the premises.

Holding Tanks

A holding tank is defined in Ordinance 650 as a sewage facility, of a temporary nature, that has no means of discharge. It requires periodic maintenance and shall have a renewable operating permit issued by the Department.

If approval to utilize an OWTS has been denied, a holding tank may be approved provided that the sewering agency which serves the area agrees in writing to the installation of a holding tank and the following conditions are met:

1. A holding tank may be approved for a period not to exceed two years from the date of approval. A “will-serve” letter from the sewering agency for the area shall be submitted which indicates the site will be provided sewer service within the two year period. An extension of the two year connection requirement may be granted for cause. The final approval of the extension rests solely on the Department.
2. The sewering agency for the area assumes responsibility for the operation and maintenance of the holding tank.
3. No wholesale or retail food facilities shall use a holding tank.
4. When a sewer line becomes available, abandonment of the holding tank in the manner approved by the Department is required. Abandonment and connection to the sanitary sewer shall occur within sixty (60) calendar days of sewer availability.
5. A holding tank may be approved as a replacement system for an existing residence when an OWTS is not feasible if approved in writing by the Department.

No holding tank facility shall be placed in any portion of a public right-of-way without written approval from the responsible public agency.

## CHAPTER 7 – SANITATION FORM 53 FOR PARCEL AND TRACT SUBDIVISIONS

A Sanitation Form 53 or "SAN53" is a form required by County Ordinance No. 460 (Regulating Land Developments). The form is completed by the Department prior to a developer filing the map and application with the Planning Department.

Requirements to receive a SAN 53 form from the Department

If the project is proposing potable water service and sanitary sewer service from a utility company, the developer must submit the following items to the Department for review:

1. A copy of the tentative map.
2. A current water availability letter or current "will-serve" letter from the appropriate water utility company. This letter must clearly state that the water company will be willing and able to serve potable water after the necessary financial matters have been met.
3. A current sewer availability letter or current "will-serve" letter from the appropriate sewer utility company. This letter must clearly state that the district or agency has sewer capacity in its treatment facilities and is willing to provide sewers to the proposed development after all financial matters have been met.

If the project is proposing potable water service and sanitary sewer service is not available, the developer must submit the following items to the Department for review:

1. A copy of the tentative map which meets the minimum lot size requirements as specified in this LAMP.
2. A current water availability letter or current "will-serve" letter from the appropriate water utility company. This letter must clearly state that the water company will be willing and able to serve water meeting the proper health standards after the necessary financial matters have been met.
3. An OWTS report performed in accordance with the standards set forth by this LAMP.

## CHAPTER 8 – PROFESSIONAL OF RECORD AND QUALIFIED SERVICE PROVIDER REGISTRATION, REVOCATION, AND DUE PROCESS

Professional of Record (PR)

Only those individuals trained and educated to perform, understand and evaluate the field conditions and tests, as they relate to OWTS may perform percolation tests. This would include those with experience in OWTS design and hold one of the following State of California credentials and registrations: Professional Engineer (PE), Professional Geologist (PG) or Registered Environmental Health Specialist (REHS). No person shall perform percolation tests or submit a percolation report as described in Chapter 3 within the unincorporated areas of Riverside County and its contracted cities unless registered with the Department as a PR as required in Ordinance 650. A list of approved PRs shall be maintained by the Department.

Initial Registration

Any individual as described above desiring registration as a PR shall complete the following:

1. Submit a complete Professional of Record Registration Application.
2. Provide proof of valid State of California issued license or registration as a Professional Engineer, Professional Geologist, or Registered Environmental Health Specialist.
3. Pay registration fee along with completed application.

Registration is non-refundable, not transferable, and shall expire on December 31st of each year. Registration may be renewed by payment of renewal fee. Any change or lapse in registration shall require the completion of a new PR registration application.

*NOTE: An alternative treatment system's manufacturer may have additional requirements for the PR.*

Qualified Service Provider (QSP)

A QSP is an individual who is trained to locate, evaluate, certify and service an OWTS, and is familiar with applicable Department forms, policies and procedures. No person shall certify an OWTS or provide an ATU service agreement in the unincorporated areas of Riverside County and its contracted cities unless registered with the Department as a QSP as required in Ordinance 650.

Initial Registration

Any individual desiring registration as a QSP shall meet the following requirements:

1. Submit a complete Qualified Service Provider Registration Application.
2. Provide proof of current C-42, C-36 and/or Class A General Contractor's License issued by the State of California or provide proof of licensing or registration as a Professional Engineer, Professional Geologist, or Registered Environmental Health Specialist.
3. Provide proof of completion of "OWTS Inspector Certification" training through the National Sanitation Foundation, National Association of Wastewater Transporters, or other similarly recognized professional organization approved by the Department.
4. Pay registration fee along with completed application.

Registration is non-refundable, not transferable, and shall expire on December 31st of each year. Registration may be renewed by payment of renewal fee. Any change or lapse in registration shall require the completion of a new QSP registration application.
NOTE: A system's manufacturer may have additional requirements that shall be met in order to function as a QSP for that specific company's products and treatment systems.

Department Oversight

The Department will conduct random audits of services performed by a PR or a QSP. At the discretion of the Department, additional verification may be required including but not limited to, additional soil testing, excavations, and/or inspections of OWTS. PR or QSP registration may be revoked for cause after due process as per County Ord. 650. Upon revocation, a new application and applicable fees will be required. Proof of current "OWTS Inspector Certification" training may also be required.

Registered individuals who violate any provision of this LAMP will be investigated by the Department and appropriate enforcement actions will be taken.

## CHAPTER 9 – ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) CERTIFICATION

OWTS Certification

Individuals receiving QSP registration from the County of Riverside shall have the authority to conduct OWTS certifications. OWTS certifications shall include the following:

1. Identify all septic system components, location, and specification.
2. Determine the current condition and functionality of an existing OWTS.
3. Make modifications of an existing OWTS within the manufacturer's recommendations or guidelines.
4. Make repair recommendations and perform needed repairs on an existing OWTS.
5. Identify an existing structure's total bedroom count to ensure proper septic tank sizing.

The QSP shall document their findings of an OWTS certification using Department form entitled "Certification of Existing Subsurface Disposal System". The certification shall also include an appropriately scaled plot plan signed by the QSP. The plot plan shall include the following: design and location of the OWTS and its 100 percent expansion area in relation to its attached dwelling or structure; other detached structures and second units; water meters, wells, rocks, watercourses, dry wells, property corners, driveways, and various surface features such as drainage courses.

An OWTS Certification shall be required for the following:

1. For any major repair and/or modifications performed on an existing OWTS.
2. To ensure there is no encroachment between an existing OWTS, including expansion area, and a proposed construction project.
3. For any project proposing to utilize an existing OWTS.
4. When required for transfer of property/escrow.
5. As required by the Department.

## **CHAPTER 10 – OWTS REQUIRING CORRECTIVE ACTION** UNDER TIER 4

All OWTS have the potential to fail due to age, misuse or improper design and the failure may result in surfacing effluent, wastewater being discharged to the ground surface or wastewater backing up into plumbing fixtures. These failures will move the OWTS into a Tier 4 status requiring corrective action to mitigate any risk to public health or contamination of the environment. This Chapter will detail the corrective action(s) needed to return the OWTS to a Tier 0, 1 ,2 or 3 status in the event an OWTS fails, and enforcement actions that will be taken if the corrective action is not completed within acceptable time frames.

Corrective Action Requirements

1. The Department will complete an investigation to determine the validity of the complaint or other notification of a failing OWTS.
2. Any OWTS that is found to be failing shall have a notice of violation issued to the property owner and/or tenant requiring action to eliminate the immediate health hazard in an approved manner. The notice of violation may also require a repair to be completed to the OWTS as needed within a reasonable time frame.
3. The proposed repair shall be evaluated by the Department to ensure it meets the minimum design requirements of this LAMP or is in substantial conformance to the greatest extent practicable.
4. The repair shall be completed under permit and inspection by the Department.
5. Failure to complete the required corrective action within the time frames given may result in additional enforcement action.

Substandard Systems

All OWTS within Riverside County that do not meet minimum design requirements of this LAMP shall be deemed substandard. Sites with substandard OWTS shall be prohibited from having future additions or modifications to the property that would potentially increase wastewater flow to the OWTS or decrease the amount of usable area available for the OWTS. Cesspools of any kind or size are prohibited.

## CHAPTER 11 – ONSITE WASTEWATER TREATMENT SYSTEM USE LIMITATIONS

The Department's oversight of OWTS is limited to those systems as defined in this LAMP. Limitations exist for the use of OWTS related to the amount and type of wastewater flows that will be generated, types of systems, availability of public sewer and setbacks to public water supplies. Requests for any variance can only be reviewed and approved by the respective Regional Water Board. The following will not be authorized by the Department:

1. Construction of new cesspool sewage disposal systems. Upon discovery, existing cesspool sewage disposal systems will be replaced with an approved wastewater disposal system.
2. OWTS receiving a projected flow over 10,000 gallons per day.
3. OWTS receiving a projected waste flow greater than 3,500 gallons per day per 0.5 acre.
4. OWTS that receive high strength wastewater, except from a commercial food service facility with a BOD less than 900 mg/l or that does have a properly sized and functioning oil/grease interceptor.
5. OWTS that utilize any form of effluent disposal that discharges on or above the ground surface such as sprinklers, exposed drip lines, free-surface wetlands, or a pond.
6. Slopes greater than 30 percent without a slope stability report approved by a Professional Engineer or Professional Geologist.
7. Decreased leaching area for IAPMO certified chamber dispersal systems using a multiplier less than 0.80.
8. OWTS utilizing supplemental treatment without requirements for periodic monitoring or inspections.
9. OWTS dedicated to receiving significant amounts of wastes dumped from RV holding tanks.
10. Separation of the bottom of dispersal system to groundwater less than five (5) feet for conventional OWTS, less than two (2) feet with advanced treatment, and less than ten (10) feet for seepage pits.
11. Installation of new or replacement OWTS where connection to a public sewer is a practical option, pursuant to Riverside County Ordinance 650.
12. Except as provided for in Items 12 and 13 below, new or replacement OWTS with minimum horizontal setbacks less than any of the following:
    a) 150 feet from a public water well where the depth of the effluent dispersal system does not exceed 10 feet in depth.
    b) 200 feet from a public water well where the depth of the effluent dispersal system exceeds 10 feet in depth.
    c) Where the effluent dispersal system is within 600 feet of a public water well and exceeds 20 feet in depth, the horizontal setback required to achieve a two-year travel time for microbiological contaminants shall be evaluated by a qualified professional. In no case shall the setback be less than 200 feet.
    d) Where the effluent dispersal system is within 1,200 feet from a public water system's surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as

upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 400 feet from the high water mark of the reservoir, lake or flowing water body.

e) Where the effluent dispersal system is located more than 1,200 feet but less than 2,500 feet from a public water system's surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 200 feet from the high water mark of the reservoir, lake or flowing water body.

13. For replacement OWTS that do not meet the horizontal separation requirements, the replacement OWTS shall meet the horizontal separation to the greatest extent practicable. In such case, the replacement OWTS shall utilize supplemental treatment and other mitigation measures, unless there is no indication that the previous system is adversely affecting the public water source, and there is limited potential that the replacement system could impact the water source based on topography, soil depth, soil texture, and groundwater separation.
14. For new OWTS, installed on parcels of record existing before May 13, 2013 which is the effective date of the State's OWTS Policy, that cannot meet the horizontal separation requirements, the OWTS shall meet the horizontal separation to the greatest extent practicable and shall utilize supplemental treatment for pathogens as specified in Section 10 of the State's OWTS Policy and any other mitigation measures prescribed by the Department.

## CHAPTER 12 – DATA COLLECTION AND REPORTING

Data Collection/Reporting/Notifications

As a condition of oversight of OWTS within Riverside County, the Department has certain responsibilities related to data collection and reporting to the Colorado River Basin, Santa Ana, and San Diego Regional Water Quality Control Boards (Regional Water Boards) as well as in some instances to the owners of water systems and the State Water Board's Division of Drinking Water (DDW). This Chapter will detail the data that must be collected and the procedure for reporting to Regional Water Boards and notifications to owners of water systems and the State Water Board DDW.

Reporting to Regional Water Boards

On an annual basis, the Department will collect data and report in tabular spreadsheet format the following information. A copy of the report will be provided to the Colorado River Basin, Santa Ana and San Diego Regional Water Boards no later than February 1st of each year, and will include the preceding reporting period of January 1st to December 31st. At minimum, the annual report will include data for nitrates and pathogens from the following:

1. Random well samples from domestic wells (if reported).
2. Routine real estate transfer samples (if reported).
3. Water quality data reported to the LPA for public water systems less than 200 service connections.
4. Water quality data from initial domestic well sampling.
5. The number, location, and description of permits issued for new and replacement OWTS.
6. Additional water quality data from sampling performed as part of an NPDES permit or as part of a Waste Discharge Requirement, as reported to us by the responsible agency.
7. The volume, location of disposal, and hauler for all liquid waste disposal of septage.

   Note: The Department will direct all public water systems, with less than 200 service connections, to submit all required groundwater sample results through electronic data transfer (EDT) to the SWRCB's Division of Drinking Water Program.

Every fifth year, the Department will submit an assessment report to the applicable regional boards. At a minimum, this assessment report will include monitoring data for nitrates and pathogens, and may include data for other constituents which are needed to adequately characterize the impacts of OWTS on water quality. If water quality is found to be impacted by OWTS, as determined by the Regional Board and the Department, changes in the LAMP will be implemented to address these impacts.

## CHAPTER 13 – IMPAIRED WATER BODIES AND AREAS OF SPECIAL CONCERN

Existing, new and replacement OWTS that are near impaired water bodies may be addressed by a TMDL and its implementation program, or special provisions contained in a LAMP. If there is no TMDL or special provisions, new or replacement OWTS within 600 feet of impaired water bodies listed in Attachment 2 of the State's OWTS Policy must meet the applicable specific requirements found in Tier 3 of the State's OWTS Policy (See Appendix VIII).

Currently, there are six (6) impaired water bodies in Riverside County listed in Attachment 2 of the State's OWTS Policy: Canyon Lake; Fulmor Lake; Golden Star Creek; Santa Ana River, Reach 2; Temescal Creek, Reach 6 (Elsinore Groundwater sub basin boundary to Lake Elsinore Outlet); and Palo Verde Outfall Drain and Lagoon. The Department will follow the applicable specific requirements found in Tier 3 of the State's OWTS Policy or develop and obtain approval from the Regional Water Board of its own Advanced Protection Management Program.

The following areas of special concern either prohibit waste discharge or have additional discharge requirements:

1. Mission Springs or Desert Hot Springs Aquifer
    a) The discharge of waste from new or existing individual disposal systems on parcels of less than one-half acre that overlie the Mission Creek Aquifer or the Desert Hot Springs Aquifer in Riverside County is prohibited, if a sewer system is available.
    b) For parcels of one-half acre or greater that overlie the Mission Creek Aquifer or the Desert Hot Springs Aquifer in Riverside County, the maximum number of equivalent dwelling units with individual disposal systems shall be two per acre, if a sewer system is available. The discharge of waste from additional new or existing individual disposal systems is prohibited, if a sewer system is available.
2. Cathedral City Cove Prohibition Area - the discharge of wastewater into the ground through the use of individual subsurface disposal systems in the Cove area of Cathedral City in Riverside County is prohibited.
3. Cherry Valley Community of Interest (CVCOI) – Rising nitrate levels have been observed in the CVCOI. In accordance with Riverside County Ordinance 871, the following prohibitions are in place in the CVCOI:
    a) No application for a new septic system shall be accepted for any lot within the CVCOI unless that system is designed to remove no less than fifty percent (50%) of the nitrogen released in the effluent (advanced treatment, denitrifying systems).
    b) No existing system in the area shall be expanded or otherwise modified to accommodate new construction and/or additional wastewater generating fixtures or appliances.
4. I-10 Corridor at North Indian Canyon Drive and Interstate 10 – New developers must submit a Report of Waste Discharge (ROWD) and application for Waste Discharge Requirements (WDRs) to the Colorado River Basin Water Board for permitting. The area overlies a high quality groundwater aquifer with a drinking water beneficial use. Due to

increasing business development in the area, the Colorado River Basin Water Board requires the use of advanced treatment units for nitrogen removal for new installations. The boundaries of the I-10 Corridor shall be defined as one and one half miles east and west of the Interstate 10 and Indian Canyon Drive interchange and one and one half miles north and south of the Interstate 10 and Indian Canyon Drive interchange.

5. Quail Valley – Because of small lot sizes, high population density, historical failure rates, poor soil conditions, and variable groundwater levels, the following prohibitions are in place on any new OWTS in accordance with Riverside County Ordinance 856:
    a) No new septic systems shall be approved for any lot or parcel within the prohibited area.
    b) No existing OWTS in the prohibited area shall be expanded or otherwise modified to accommodate new construction and/or additional wastewater generating fixtures or appliances.
6. Temecula Valley Wine Country – Potential siting and operational requirements for protection of water quality could include: establishing increased setbacks from capture zones for existing public supply wells, requiring use of advanced treatment systems and flow limits/restrictions for new or replacement OWTS located within close proximity to capture zones of public supply wells, additional monitoring requirements, etc.
7. Homeland/Romoland Prohibition – The prohibition of new OWTS in this area has been in place since 1982. New OWTS are prohibited unless exemption criteria are met.
8. Other areas which may be identified as a special concern by the Regional Board at a later date.

## CHAPTER 14 – PUBLIC EDUCATION AND OUTREACH

An OWTS is a significant investment for the property owner especially with the increased costs of newer systems or those that depend on supplemental treatment. Yet, there is a lot of myth and misinformation about how to operate and maintain an OWTS. Education and outreach is critical to supporting an informed homeowner who is better able to assure proper use and operation of an OWTS. Accurate information and education help reduce the chance of failure from an improperly designed or poorly maintained system and protects public health and the environment.

### Direct Staff Contact

Education and outreach is achieved primarily by direct interaction between the Department's staff and the public. Specialists receive and respond to phone calls and office visits by property owners, consultants and contractors and answer questions regarding the regulations and/or the permit process. As part of the Department's role in the planning process, we regularly answer questions and provide input to consultants, other departments, agencies, members of the Planning Commission, and the Board of Supervisors.

### Department Website

The Department website (www.rivcoeh.org) provides links to the LAMP, applicable county ordinances, various informational bulletins, brochures on proper OWTS maintenance, permit application forms, and office locations with contact information. Our website is updated on a regular basis to provide current information relating to OWTS and land use issues.

### Community Outreach

The Department educates the public and stays current with community concerns. Staff routinely attend and participate in local town hall meetings, community councils, advisory committees, land development meetings, planning commission proceedings, and various health and safety fairs. Educational handouts and brochures can be found in Appendix IX.

### Voluntary Well Monitoring Program

At this time Riverside County does not have a voluntary well monitoring program. As part of its annual report, the County will explore the implementation of such a program.

## APPENDIX I – PERC DATA SHEET FOR SEEPAGE PITS – FIELD COPY

Perc Data Sheet – Field Copy (Seepage Pits)

| | | |
|---|---|---|
| Project: | Job No. | |
| Test Hole No. | Tested by: | Date: |
| Depth of Hole as Drilled: | Before Test: | After Test: |

| Reading No. | Time | Time Interval (Min) | Total Depth of Hole (Ft) | Initial Water Level (Ft) | Final Water Level (Ft) | ▲In Water Level (Ft) | Comments |
|---|---|---|---|---|---|---|---|
| | _____ | | | | | | |
| | _____ | | | | | | |
| | _____ | | | | | | |
| | _____ | | | | | | |
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| | _____ | | | | | | |

## APPENDIX II – FINAL TEST DATA SHEET FOR SEEPAGE PITS

Final Test Data Sheet – Seepage Pits

$Q = \frac{(F/T) \times (Dx9)}{L\ (Avg.)}$ or $Q = \frac{R \times D}{L} \times 9$, Where R = F/T in ft./hr.

Q = Rate in gallons/sq. ft. of sidewall per day of septic tank effluent
F = Drop during time interval in feet
T = Time interval in hours
D = Diameter of hole in feet
L (Avg.) = Average wetted depth during time interval in feet; Minimum depth is 10 feet.

| Project: | | Date: | |
|---|---|---|---|
| By: | | Remarks: | |
| Boring No. | Dia. | Depth Before: | Depth After: |

| Time Read (Min) | Time Interval (Min) | Fall (Ft) | Time Int. (Hr.) | Rate (Ft/Hr.) | Wall Length[1] / Wall Length[2] | Avg. Wall Length (Ft.) | Q (gal / s.f./day) |
|---|---|---|---|---|---|---|---|
| _____ | | | | | _____ | | |
| _____ | | | | | _____ | | |
| _____ | | | | | _____ | | |
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| _____ | | | | | _____ | | |
| _____ | | | | | _____ | | |
| _____ | | | | | _____ | | |
| _____ | | | | | _____ | | |

[1]Initial Water Column Height

[2]Final Water Column Height

## APPENDIX III – EXAMPLE OF SEEPAGE PIT DATA ENTRY

Typical Example of Seepage Pit Data Entry

Falling Head Perc Data Sheet – Field Copy

| Reading No. | Time | Time Interval (Min) | Total Depth of Hole (Ft) | Initial Water Level (Ft) | Final Water Level (Ft) | ▲In Water Level (Ft) | Comments |
|---|---|---|---|---|---|---|---|
| 1 | 10:25 | | 35 | 3.0 | | | |
| 2 | 10:55 | 30 | 34 | | 8.0 | 5.0 | |
| 3 | 11:00 | | 34 | 3.0 | | | |
| 4 | 11:30 | 30 | 33 | | 7.4 | 4.4 | |

Final Test Data – Seepage Pits

| Time Read (Min) | Time Interval (Min) | Fall (Ft) | Time Int. (Hr.) | Rate (Ft/Hr.) | Wall Length[1] / Wall Length[2] | Avg. Wall Length (Ft.) | Q (gal / s.f./day) |
|---|---|---|---|---|---|---|---|
| 10:25 / 10:55 | 30 | 5.0 | 0.5 | 10 | 35-2=32 / 34-8=26 | 29 | 1.55 |
| 11:00 / 11:30 | 30 | 4.4 | 0.5 | 8.8 | 34-3=31 / 33-7.4=25.6 | 28.3 | 1.40 |

## APPENDIX IV – LEACH FIELD PERCOLATION DATA SHEET

Leach Line Percolation Data Sheet

| | | |
|---|---|---|
| Project | Job No. | |
| Test Hole No. | Date Excavated: | |
| Depth of Test Hole: | Soil Classification | |
| Check for Sandy Soil Criteria Tested by: | Date: | Presoak: |
| Actual Percolation Tested by: | Date: | |

Sandy Soil Criteria Test

| Trial No. | Time | Time Interval (Min) | Initial Water Level (Inches) | Final Water Level (Inches) | ▲in Water Level (Inches) |
|---|---|---|---|---|---|
| 1 | _____ | | | | |
| 2 | _____ | | | | |

Use: Normal Sandy (Circle One) Soil Criteria

| Time | Time Interval (Min) | Total Elapsed Time (Min) | Initial Water Level (Inches) | Final Water Level (Inches) | ▲in Water Level (Inches) | Percolation Rate (Min/Inch) |
|---|---|---|---|---|---|---|
| _____ | | | | | | |
| _____ | | | | | | |
| _____ | | | | | | |
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## APPENDIX V – DEEP BORING SOIL PROFILE DATA SHEET

Deep Boring Soil Profile

| **Field Log No.** | | | |
|---|---|---|---|
| Job No. | Date: | Elevation: | |
| Project Name: | Reference | | |
| Logged by: | Location: | | |
| Assistant: | Water Level: | | |
| Drilling Company: | Time: | | |
| | Setup: | Start: | Stop: |
| Drilling Method: | Driving Weight: | Drop Height: | |

| Depth (Feet) | Samples | Blow Count | USCS Symbol | Material Description (consistency, moisture, color) | Remarks |
|---|---|---|---|---|---|
| | | | | | |
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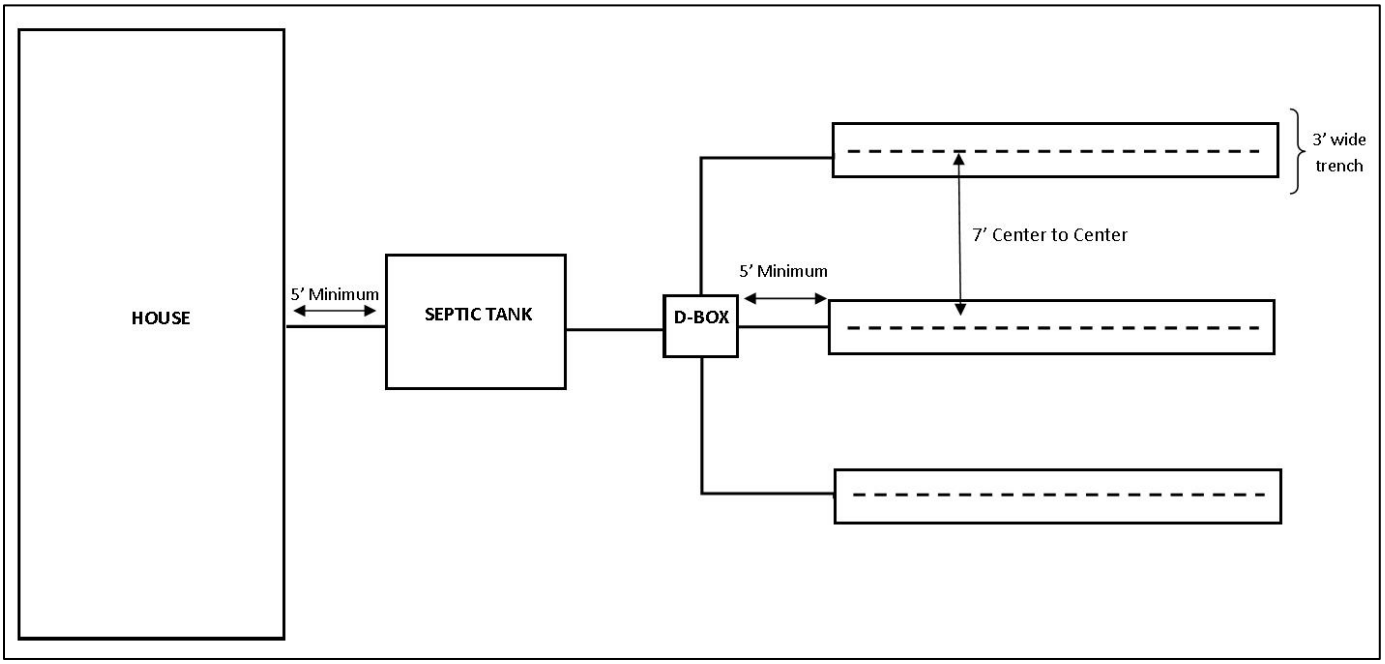
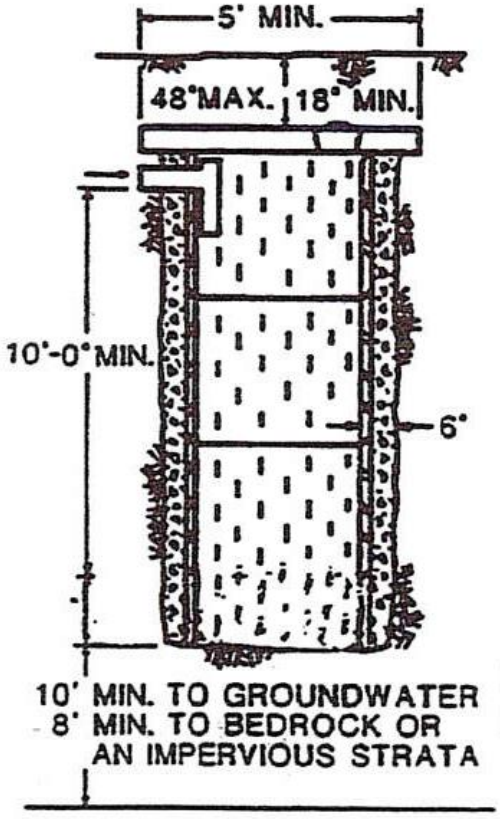
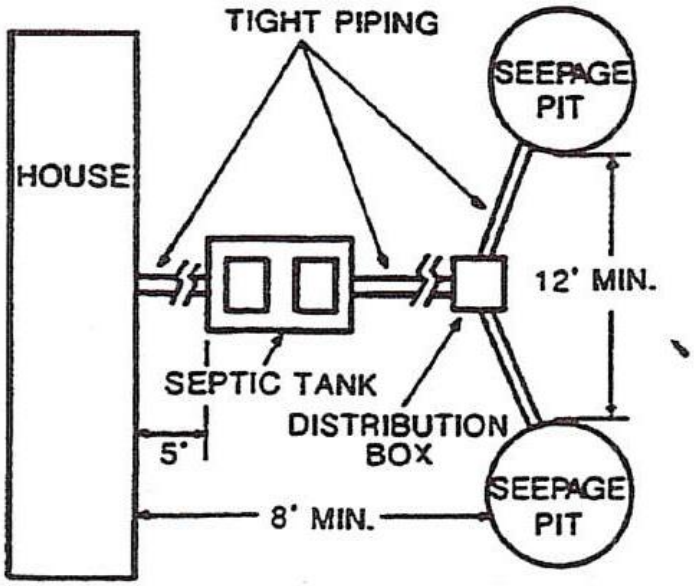
## APPENDIX VI – TYPICAL LEACH LINE AND SEEPAGE PIT

### LEACH LINE DESIGN

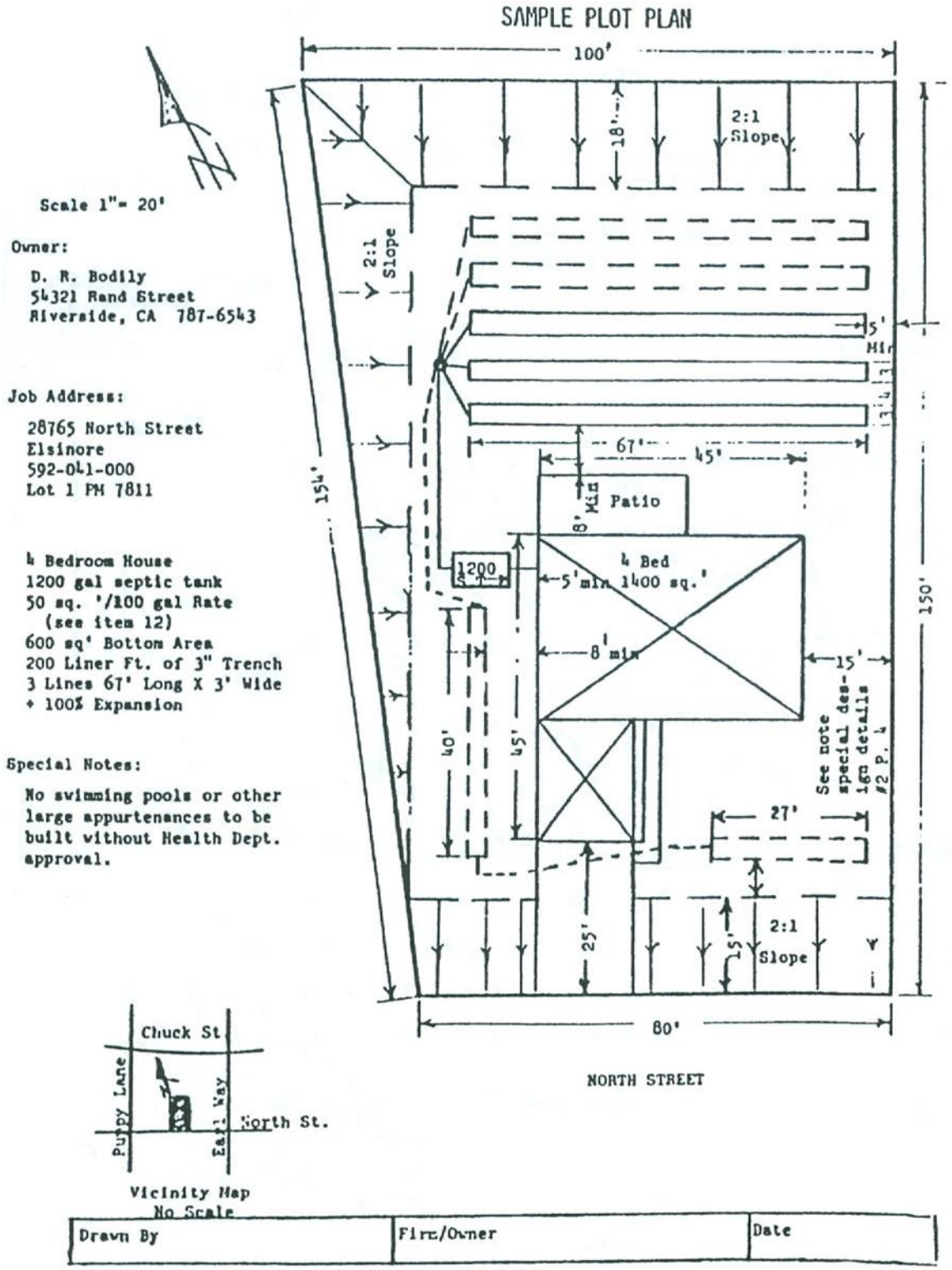


**SEEPAGE PIT DESIGN**



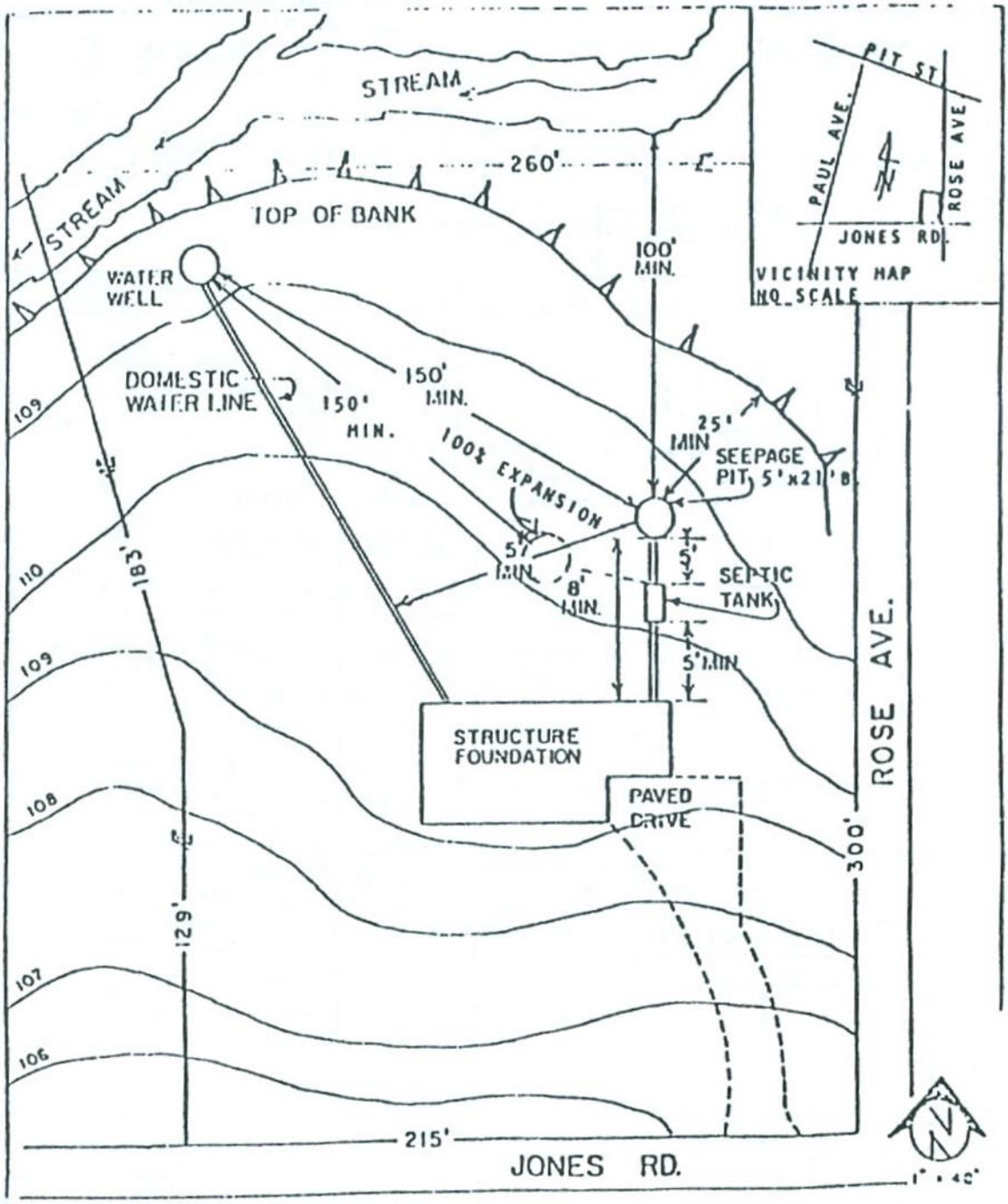



## APPENDIX VII – SAMPLE PLOT PLANS



# SAMPLE PLOT PLAN

## SHOWING SEEPAGE PIT AND PROPER SETBACKS




| OWNER | JOB ADDRESS | SYSTEM DESIGN | DRAWN BY |
|---|---|---|---|
| J. SMITH | 24315 JONES RD. | 3 BEDROOM HOUSE | C E ENGINEERING |
| 420 4TH ST. | ELSINORE, CA | 1000 GAL SEPTIC TANK | BOB SMITH |
| RIVERSIDE, CA | 592-041-000 | 3 GAL/SQ.'/DAY | 8-12-80 |
| PH. 787-2852 | LOT 10 PM 2478 | 1-5'x21' BELOW INLET SEEPAGE PIT | |

## APPENDIX VIII – TIER 3 IMPAIRED AREAS (FROM STATE OWTS POLICY)

### Tier 3 – Advanced Protection Management Programs for Impaired Areas

Existing, new, and replacement OWTS that are near impaired water bodies may be addressed by a TMDL and its implementation program, or special provisions contained in a Local Agency Management Program. If there is no TMDL or special provisions, new or replacement OWTS within 600 feet of impaired water bodies listed in Attachment 2 must meet the applicable specific requirements of Tier 3.

### 10.0 Advanced Protection Management Program

An Advanced Protection Management Program is the minimum required management program for all OWTS located near a water body that has been listed as impaired due to nitrogen or pathogen indicators pursuant to Section 303(d) of the Clean Water Act. Local agencies are authorized to implement Advanced Protection Management Programs in conjunction with an approved Local Agency Management Program or, if there is no approved Local Agency Management Program, Tier 1. Local agencies are encouraged to collaborate with the Regional Water Boards by sharing any information pertaining to the impairment, provide advice on potential remedies, and regulate OWTS to the extent that their authority allows for the improvement of the impairment.

10.1 The geographic area for each water body's Advanced Protection Management Program is defined by the applicable TMDL, if one has been approved. If there is not an approved TMDL, it is defined by an approved Local Agency Management Program, if it contains special provisions for that water body. If it is not defined in an approved TMDL or Local Agency Management Program, it shall be 600 linear feet [in the horizontal (map) direction] of a water body listed in Attachment 2 where the edge of that water body is the natural or levied bank for creeks and rivers, the high water mark for lakes and reservoirs, and the mean high tide line for tidally influenced water bodies, as appropriate. OWTS near impaired water bodies that are not listed on Attachment 2, and do not have a TMDL and are not covered by a Local Agency Management Program with special provisions, are not addressed by Tier 3.

10.2 The requirements of an Advanced Protection Management Program will be in accordance with a TMDL implementation plan, if one has been adopted to address the impairment. An adopted TMDL implementation plan supersedes all other requirements in Tier 3. All TMDL implementation plans adopted after the effective date of this Policy that contain load allocations for OWTS shall include a schedule that requires compliance with the load allocations as soon as practicable, given the watershed-specific circumstances. The schedule shall require that OWTS implementation actions for OWTS installed prior to the TMDL implementation plan's effective date shall commence within 3 years after the TMDL implementation plan's effective date, and that OWTS implementation actions for OWTS installed after the TMDL implementation plan's effective date shall commence immediately. The TMDL implementation plan may use some or all of the Tier 3 requirements and shall establish the applicable area of

implementation for OWTS requirements within the watershed. For those impaired water bodies that do have an adopted TMDL addressing the impairment, but the TMDL does not assign a load allocation to OWTS, no further action is required unless the TMDL is modified at some point in the future to include actions for OWTS. Existing, new, and replacement OWTS that are near impaired water bodies and are covered by a Basin Plan prohibition must also comply with the terms of the prohibition, as provided in Section 2.1.

10.3 In the absence of an adopted TMDL implementation plan, the requirements of an Advanced Protection Management Program will consist of any special provisions for the water body if any such provisions have been approved as part of a Local Agency Management Program.

10.4 The Regional Water Boards shall adopt TMDLs for impaired water bodies identified in Attachment 2, in accordance with the specified dates.

10.4.1 If a Regional Water Board does not complete a TMDL within two years of the time period specified in Attachment 2, coverage under this Policy's waiver of waste discharge requirements shall expire for any OWTS that has any part of its dispersal system discharging within the geographic area of an Advanced Protection Management Program. The Regional Water Board shall issue waste discharge requirements, general waste discharge requirements, waivers of waste discharge requirements, or require corrective action for such OWTS. The Regional Water Board will consider the following when establishing the waste discharge requirements, general waste discharge requirements, waivers of waste discharge requirements, or requirement for corrective action:

10.4.1.1 Whether supplemental treatment should be required.

10.4.1.2 Whether routine inspection of the OWTS should be required.

10.4.1.3 Whether monitoring of surface and groundwater should be performed.

10.4.1.4 The collection of a fee for those OWTS covered by the order.

10.4.1.5 Whether owners of previously-constructed OWTS should file a report by a qualified professional in accordance with section 10.5.

10.4.1.6 Whether owners of new or replacement OWTS should file a report of waste discharge with additional supporting technical information as required by the Regional Water Board.

10.5 If the Regional Water Board requires owners of OWTS to submit a qualified professional's report pursuant to Section 10.4.1.5, the report shall include a determination of whether the OWTS is functioning properly and as designed or requires corrective actions per Tier 4, and regardless of its state of function, whether it is contributing to impairment of the water body.

10.5.1 The qualified professional's report may also include, but is not limited to:

10.5.1.1 A general description of system components, their physical layout, and horizontal setback distances from property lines, buildings, wells, and surface waters.

10.5.1.2 A description of the type of wastewater discharged to the OWTS such as domestic, commercial, or industrial and classification of it as domestic wastewater or high-strength waste.

10.5.1.3 A determination of the systems design flow and the volume of wastewater discharged daily derived from water use, either estimated or actual if metered.

10.5.1.4 A description of the septic tank, including age, size, material of construction, internal and external condition, water level, scum layer thickness, depth of solids, and the results of a one-hour hydrostatic test.

10.5.1.5 A description of the distribution box, dosing siphon, or distribution pump, and if flow is being equally distributed throughout the dispersal system, as well as any evidence of solids carryover, clear water infiltration, or evidence of system backup.
10.5.1.6 A description of the dispersal system including signs of hydraulic failure, condition of surface vegetation over the dispersal system, level of ponding above the infiltrative surface within the dispersal system, other possible sources of hydraulic loading to the dispersal area, and depth of the seasonally high groundwater level.
10.5.1.7 A determination of whether the OWTS is discharging to the ground's surface.
10.5.1.8 For a water body listed as an impaired water body for pathogens, a determination of the OWTS dispersal system's separation from its deepest most infiltrative surface to the highest seasonal groundwater level or fractured bedrock.
10.5.1.9 For a water body listed as an impaired water body for nitrogen, a determination of whether the groundwater under the dispersal field is reaching the water body, and a description of the method used to make the determination.
10.6 For new, replacement, and existing OWTS in an Advanced Protection Management Program, the following are not covered by this Policy's waiver but may be authorized by a separate Regional Water Board order:
10.6.1 Cesspools of any kind or size.
10.6.2 OWTS receiving a projected flow over 10,000 gallons per day.
10.6.3 OWTS that utilize any form of effluent disposal on or above the ground surface.
10.6.4 Slopes greater than 30 percent without a slope stability report approved by a registered professional.
10.6.5 Decreased leaching area for IAPMO certified dispersal systems using a multiplier less than 0.70.
10.6.6 OWTS utilizing supplemental treatment without requirements for periodic monitoring or inspections.
10.6.7 OWTS dedicated to receiving significant amounts of wastes dumped from RV holding tanks.
10.6.8 Separation of the bottom of dispersal system to groundwater less than two (2) feet, except for seepage pits, which shall not be less than 10 feet.
10.6.9 Minimum horizontal setbacks less than any of the following:
10.6.9.1 150 feet from a public water well where the depth of the effluent dispersal system does not exceed 10 feet in depth;
10.6.9.2 200 feet from a public water well where the depth of the effluent dispersal system exceeds 10 feet in depth:
10.6.9.3 Where the effluent dispersal system is within 600 feet of a public water well and exceeds 20 feet in depth the horizontal setback required to achieve a two-year travel time for microbiological contaminants shall be evaluated. A qualified professional shall conduct this evaluation. However in no case shall the setback be less than 200 feet.
10.6.9.4 Where the effluent dispersal system is within 1,200 feet from a public water systems' surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 400 feet from the high water mark of the reservoir, lake or flowing water body.

10.6.9.5 Where the effluent dispersal system is located more than 1,200 feet but less than 2,500 feet from a public water systems' surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies, the dispersal system shall be no less than 200 feet from the high water mark of the reservoir, lake or flowing water body.
10.6.9.6 For replacement OWTS that do not meet the above horizontal separation requirements, the replacement OWTS shall meet the horizontal separation to the greatest extent practicable. In such case, the replacement OWTS shall utilize supplemental treatment and other mitigation measures.
10.6.9.7 For new OWTS, installed on parcels of record existing at the time of the effective date of this Policy, that cannot meet the above horizontal separation requirements, the OWTS shall meet the horizontal separation to the greatest extent practicable and shall utilize supplemental treatment for pathogens as specified in section 10.10 and any other mitigation measures as prescribed by the permitting authority.
10.7 The requirements contained in Section 10 shall not apply to owners of OWTS that are constructed and operating, or permitted, on or prior to the date that the nearby water body is added to Attachment 2 who commit by way of a legally binding document to connect to a centralized wastewater collection and treatment system regulated through WDRs as specified within the following timeframes:
10.7.1 The owner must sign the document within forty-eight months of the date that the nearby water body is initially listed on Attachment 2.
10.7.2 The specified date for the connection to the centralized community wastewater collection and treatment system shall not extend beyond nine years following the date that the nearby water body is added to Attachment 2.
10.8 In the absence of an adopted TMDL implementation plan or Local Agency Management Program containing special provisions for the water body, all new or replacement OWTS permitted after the date that the water body is initially listed in Attachment 2 that have any discharge within the geographic area of an Advanced Protection Management Program shall meet the following requirements:
10.8.1 Utilize supplemental treatment and meet performance requirements in 10.9 if impaired for nitrogen and 10.10 if impaired for pathogens,
10.8.2 Comply with the setback requirements of Section 7.5.1 to 7.5.5, and
10.8.3 Comply with any applicable Local Agency Management Program requirements.
10.9 Supplemental treatment requirements for nitrogen
10.9.1 Effluent from the supplemental treatment components designed to reduce nitrogen shall be certified by NSF, or other approved third party tester, to meet a 50 percent reduction in total nitrogen when comparing the 30-day average influent to the 30-day average effluent.
10.9.2 Where a drip-line dispersal system is used to enhance vegetative nitrogen uptake, the dispersal system shall have at least six (6) inches of soil cover.
10.10 Supplemental treatment requirements for pathogens
10.10.1 Supplemental treatment components designed to perform disinfection shall provide sufficient pretreatment of the wastewater so that effluent from the supplemental treatment components does not exceed a 30-day average TSS of 30 mg/L and shall further achieve an

effluent fecal coliform bacteria concentration less than or equal to 200 Most Probable Number (MPN) per 100 milliliters.

10.10.2 The minimum soil depth and the minimum depth to the anticipated highest level of groundwater below the bottom of the dispersal system shall not be less than three (3) feet. All dispersal systems shall have at least twelve (12) inches of soil cover.

10.11 OWTS in an Advanced Protection Management Program with supplemental treatment shall be designed to meet the applicable performance requirements above and shall be stamped or approved by a Qualified Professional.

10.12 Prior to the installation of any proprietary treatment OWTS in an Advanced Protection Management Program, all such treatment components shall be tested by an independent third party testing laboratory.

10.13 The ongoing monitoring of OWTS in an Advanced Protection Management Program with supplemental treatment components designed to meet the performance requirements in Sections 10.9 and 10.10 shall be monitored in accordance with the operation and maintenance manual for the OWTS or more frequently as required by the local agency or Regional Water Board.

10.14 OWTS in an Advanced Protection Management Program with supplemental treatment components shall be equipped with a visual or audible alarm as well as a telemetric alarm that alerts the owner and service provider in the event of system malfunction. Where telemetry is not possible, the owner or owner's agent shall inspect the system at least monthly while the system is in use as directed and instructed by a service provider and notify the service provider not less than quarterly of the observed operating parameters of the OWTS.

10.15 OWTS in an Advanced Protection Management Program designed to meet the disinfection requirements in Section 10.10 shall be inspected for proper operation quarterly while the system is in use by a service provider unless a telemetric monitoring system is capable of continuously assessing the operation of the disinfection system. Testing of the wastewater flowing from supplemental treatment components that perform disinfection shall be sampled at a point in the system after the treatment components and prior to the dispersal system and shall be conducted quarterly based on analysis of total coliform with a minimum detection limit of 2.2 MPN. All effluent samples must include the geographic coordinates of the sample's location. Effluent samples shall be taken by a service provider and analyzed by a California Department of Public Health certified laboratory.

10.16 The minimum responsibilities of a local agency administering an Advanced Protection Management Program include those prescribed for the Local Agency Management Programs in Section 9.3 of this policy, as well as monitoring owner compliance with Sections 10.13, 10.14, and 10.15.

**APPENDIX IX – EDUCATION AND OUTREACH**

1. Educational Brochure: The Homeowner's Guide: The Proper Care and Maintenance of Onsite Wastewater Treatment Systems (Available in print and electronic format)

The Homeowner's Guide: The Proper Care and Maintenance of Onsite Wastewater Treatment Systems - Page 1

The Homeowner's Guide: The Proper Care and Maintenance of Onsite Wastewater Treatment Systems - Page 2

## HOW DOES A SEPTIC SYSTEM WORK?

A typical septic system consists of a septic tank and a absorption field, or soil absorption field. Below is a brief overview of how septic systems work.

- All water runs out of your house from one main drainage pipe into a septic tank.
- The septic tank is a buried, water-tight container usually made of concrete, fiberglass, or polyethylene. Its job is to hold the wastewater long enough to allow solids to settle down to the bottom (forming sludge), while the oil and grease float to the top (as scum). Compartments and a T-shaped outlet prevent the sludge and scum from leaving the tank and traveling into the absorption field.
- The liquid wastewater (effluent) then exits the tank into the absorption field. If the absorption field is overloaded with too much liquid, it will flood, causing sewage to flow to the surface of the ground or create backups in toilets and sinks.
- Finally, the wastewater percolates into the soil, naturally removing harmful bacteria, and viruses.

## DO I HAVE A SEPTIC SYSTEM? IF SO, HOW CAN I FIND IT?

Here are a few tips to determine if you have a septic system and how to locate it. You most likely have a system if:

- You are on well water.
- The water line coming into your house does not have a meter.
- Your neighbors have a septic system.

You can find your septic system by:

- Looking on the detailed plot plans for your home.
- Checking your yard for lids or manhole covers.
- Using an inspector/pumper, who can also help you find exactly where the system is located.




## IS MY SEPTIC SYSTEM WORKING PROPERLY?

You can suspect a malfunctioning absorption field if:

1. There are odors, persistent wet spots and/or lush green growth in any areas of your system.
2. Your waste plumbing becomes sluggish over a period of time, when it is being used heavily or during wet weather.
3. Problems persist even though the septic system tank has been pumped or cleaned recently.

## WHAT IF MY SEPTIC SYSTEM OVERFLOWS OR HAS MAINTENANCE ISSUES?

ANY DISCHARGE OF SEWAGE MUST BE STOPPED IMMEDIATELY AND PROPERLY DISINFECTED. CONTACT A QUALIFIED SERVICE PROVIDER FOR EVALUATION AND REPAIRS.

## HOW DO I MAINTAIN MY SYSTEM?

The most important step in maintaining a trouble-free septic system operation is to remove the accumulated solid residues and scum from the tank BEFORE they start to wash out into the absorption field and BEFORE you begin to observe signs that your system is failing. Your tank should be serviced every 3-5 years or more often depending on the:

- size of the tank
- number of people in your household
- kinds of wastewater discharging appliances you use
- type of system or filters you use

### 1 STEP 1 - MINIMIZE THE LIQUID LOAD

The less wastewater you produce, the less the soil will have to absorb. Water conservation is the cheapest and easiest way to protect your septic system.

### 2 STEP 2 - MINIMIZE THE SOLIDS LOAD

Do not use your septic system for anything that can be disposed of some other way.

- Avoid using the garbage disposal unit.
- Reduce the amount of grease, fats, and solids entering the septic system. Do not flush products such as diapers, feminine hygiene products, kitty litter, cigarette butts or coffee grounds.

### 3 STEP 3 - PROTECT THE INSTALLED SYSTEM

- Do not plant large trees over the absorption field.
- Do not allow water to pond over absorption field.
- Do not park or drive on your absorption field.
- Keep absorption field in an uncovered open sunny area to provide maximum transpiration.

2. Educational Brochure: The Homeowner's Guide: The Proper Care and Maintenance of Alternative Treatment Systems (Available in print and electronic format)

The Homeowner's Guide: The Proper Care and Maintenance of Alternative Treatment Systems – Page 1

The Homeowner's Guide: The Proper Care and Maintenance of Alternative Treatment Systems – Page 2

## HOW DOES AN ATU WORK?

There are several types of alternative treatment systems which consist of, but are not limited to: a septic tank, pump chambers, filter medium, grinder pump, oxygen chamber, and absorption fields. Below is a brief overview of how alternative treatment systems work.

- All water runs out of your house from one main drainage pipe into a septic tank.
- The septic tank is a buried, water-tight container usually made of concrete, fiberglass, or polyethylene. It holds the wastewater long enough to allow solids to settle down to the bottom (forming sludge), while the oil and grease float to the top (as scum). A pump is placed in the effluent chamber prior to moving to next the phase of oxygenation and/or filtration for pre-treatment.
- The pre-treated waste is then sent out to the absorption field which has various engineered designs (based on soil/site restrictions). The absorption field is "dosed" with the appropriate amount of liquid calculated by the engineering analysis.
- Finally, the treated wastewater percolates into the soil, naturally removing any leftover harmful bacteria, and viruses.

## DO I HAVE AN ATU? IF SO, HOW CAN I FIND IT?

Here are a few tips to determine if you have an alternative treatment system and how to locate it.

You most likely have a system if:

- You are on well water.
- The water line coming into your house does not have a meter.
- Your neighbors have a septic system.

You can find your system by:

- Looking on the detailed plot plans for your home.
- Checking your yard for lids or manhole covers.
- Using an inspector/pumper, who can also help you find exactly where the system is located.



## IS MY ATU WORKING PROPERLY?

Warning signs of system problems:

1. There are sewage odors, persistent wet spots and/or lush green growth in areas of your system.
2. Alarms or lights going off.
3. Excessive solids, foam, or scum in the unit.
4. Your waste plumbing becomes sluggish.
5. Any changes in the system's normal operating sound.

## WHAT IF MY SYSTEM OVERFLOWS OR HAS MAINTENANCE ISSUES?

ANY DISCHARGE OF SEWAGE MUST BE STOPPED IMMEDIATELY AND PROPERLY DISINEFCTED. CONTACT A QUALIFIED SERVICE PROVIDER FOR EVALUATION AND REPAIRS.

## HOW DO I MAINTAIN MY SYSTEM?

The most important step in maintaining a trouble-free alternative treatment system is to follow the engineered design guidelines and manufacturer's recommendations. You should also keep a copy of your approved documents and plans for your system. It is required that an authorized service provider maintain your system on an annual basis. Most service providers offer maintenance two times per year based on:

- size of the tank/system
- kinds of wastewater discharging appliances you use
- type of system or filters you use
- occupancy usage

### 1 STEP 1 - MINIMIZE THE LIQUID LOAD

The amount of waste water being treated is based on the engineering design and occupancy.

### 2 STEP 2 - MINIMIZE THE SOLIDS LOAD

Do not use your system for anything that can be disposed of some other way.

- Avoid using the garbage disposal unit.
- Reduce the amount of grease, fats, and solids entering the system. Do not flush products such as diapers, feminine hygiene products, kitty litter, cigarette butts or coffee grounds

### 3 STEP 3 - PROTECT THE INSTALLED SYSTEM

- Do not plant large trees over the absorption field.
- Do not allow water to pond over absorption field.
- Do not park or drive on your absorption field.
- Keep absorption fields in an uncovered open sunny area to provide maximum transpiration.
- Use of commercial additives are usually not needed or recommended.

**APPENDIX X – RIVERSIDE COUNTY ORDINANCE NO. 650.6**

ORDINANCE NO. 650.6

AN ORDINANCE OF THE COUNTY OF RIVERSIDE REGULATING THE DISCHARGE OF SEWAGE IN THE UNINCORPORATED AREAS OF THE COUNTY OF RIVERSIDE AND INCORPORATING BY REFERENCE THE RIVERSIDE COUNTY LOCAL AGENCY MANAGEMENT PROGRAM (LAMP)

**SECTION 1. PURPOSE AND INTENT.**

New legislation was adopted by the State Water Resources Control Board in an effort to protect water quality and public health by establishing regulations for the installation, replacement, and performance of Onsite Wastewater Treatment Systems (OWTS). The County has incorporated these changes into its Local Agency Management Program (LAMP). The purpose of this Ordinance is to provide for the enforcement of the provisions of the LAMP in accordance with state laws.

**SECTION 2. DEFINITIONS.**

A) "**Alternative Treatment System**" or "**Alternative OWTS**" or "**ATU**" shall mean any OWTS that does not meet the criteria of a conventional OWTS, but is allowed under conditions specified by the Department.

B) **"Approval"** shall mean the written approval by the Director or his designated representative of a plan to install, construct, reconstruct, convert or alter any OWTS which discharges or disposes of sewage, sewage effluent, or non-hazardous waste.

C) "**Construction Permit**" shall mean a permit issued by the Department authorizing the permittee to install, construct, reconstruct, convert or alter any OWTS.

D) "**Conventional Septic System**" shall mean an OWTS consisting of a septic tank and Department approved subsurface gravity dispersal system.

E) **"Critical Area"** shall mean those areas determined to be difficult for installation of an OWTS due to, but not limited to one or more of the following: lot size, seasonal groundwater, slope, poor soil conditions or impaired water basins.

F) "**Department**" shall mean the Riverside County Department of Environmental Health.

G) **"Director"** shall mean the Director of the Department of Environmental Health or his or her designated representative.

H) "**Dispersal System**" shall mean a leach field, seepage pit, subsurface drip field, or other type of system for final wastewater treatment and subsurface discharge.

I) **"Failure"** shall mean a condition of an OWTS that threatens public health or water quality by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include:

1. Sewage leaking to ground surface or groundwater;
2. Sewage backing up into a structure caused by slow OWTS soil absorption of septic tank effluent;
3. Inadequately treated sewage causing pollution of groundwater or surface water;
4. Noncompliance with standards stipulated in the permit issued for the OWTS based upon the protection of human health, water quality and the environment.

J) **"Holding Tank"** shall mean a sewage facility, of a temporary nature, that has no means of discharge and requires periodic maintenance and shall have a renewable operating permit issued by the Department.

K) **"LAMP"** shall mean Local Agency Management Program. This program implements local standards for new and replacement OWTS consistent with the OWTS Policy adopted by the State Water Resources Control Board on June 19, 2012.

L) **"Major Repair**" shall mean OWTS improvements or corrective work where such improvements involve the replacement, enlargement, or modification of a septic tank, treatment unit, or dispersal system (excluding non-perforated distribution pipes), regardless of whether or not a failure condition exists. Such repairs shall require a construction permit from the Department.

M) "**Onsite Wastewater Treatment System(s**)" or "**OWTS"** shall mean any individual onsite wastewater treatment, pretreatment and dispersal system including, but not limited to, a conventional or alternative OWTS having a subsurface discharge.

N) **"Operating permit"** shall mean an annual permit issued by the Department authorizing the permittee to operate an OWTS.

O) **"Permit"** shall mean either a construction permit or operating permit as defined within this section.

P) **"Person"** shall mean any individual, firm, association, organization, partnership, business trust, corporation, company, State agency or department, or unit of local government.

Q) **"Professional of Record"** or **"PR"** means an individual certified by the State of California as a Professional Engineer (PE), Professional Geologist (PG) or Registered Environmental Health Specialist (REHS) who has accepted responsibility for the design of the OWTS including any required grading. The Professional of Record will have affixed his/her signature and stamp to the system plans and plan proposal.

R) "**Qualified Service Provider**" or "**QSP**" is a California State Licensed Contractor with knowledge and competency in OWTS design, construction, operation, maintenance and monitoring through experience and/or education. A qualified service provider must meet certification requirements as established by the Director and be currently registered with the Department as a QSP.

S) "**Soil**" is the naturally occurring body of porous mineral and organic materials on the land surface, and is composed of unconsolidated materials above bedrock. Soil is composed of sand-sized, silt-sized, and clay-sized particles mixed with varying amounts of larger fragments and organic material. The various combinations of particles differentiate specific soil textures identified in the USDA Soil Classification Chart. For the purposes of this Ordinance, soil shall contain earthen material having more than 50% of its volume composed of particles smaller than 0.08 inches (2 mm) in size.

T) **"Sewage"** or **"Sewage Effluent"** shall mean waste as defined in Section 5410(a), California Health and Safety Code.

U) **"Sewage Facilities"** shall mean OWTS, sanitary sewer connections, holding tanks, alternative systems or other methods of disposing of sewage as approved by the Director.

V) "**System Certification**" is an expression of professional opinion that the OWTS, or its components, meet industry standards that are the subject of the certification but do not constitute a warranty or guarantee, either expressed or implied. System certifications shall be performed by a Qualified Service Provider using forms and procedures established or approved by the Director.

W) "**Weathered Bedrock**" is rock that has been exposed to the atmosphere at or near the earth's surface and changed in color, texture, composition, firmness, and/or form as a result of the exposure with little or no transport of loosened or altered material. For purposes of this Ordinance, weathered bedrock is not soil.

**SECTION 3. GENERAL REQUIREMENTS FOR OWTS APPROVAL AND CONSTRUCTION PERMIT.**

A) No person shall erect, construct, rebuild, convert or alter any plumbing system designed for the discharge or disposal of sewage or sewage effluent unless he has first obtained a written approval for such purpose from the Director. In designated areas of Riverside County, this approval shall also constitute a construction permit.

B) OWTS design, installation, construction and operation shall be in compliance with the LAMP and the minimum standards of the most recent edition of the Uniform Plumbing Code. Such requirements may be amended from time to time.

C) No OWTS will be approved nor application for OWTS processed where connection to a sanitary sewer is a practical option.

**SECTION 4. APPLICATION REVIEW PROCESS FOR OWTS APPROVAL**

A) Any person desiring approval of an OWTS shall submit an application on a form to be provided by the Department. Such application shall be accompanied by a fee as required in Riverside County Ordinance No. 640 and as amended. The application shall contain the following information:

1) Name and address of applicant.

2) Location of the proposed installation or reconstruction.

3) A scaled, engineered contoured plot plan describing the proposed construction or alteration in sufficient detail to enable the Director to determine whether the proposed installation or alteration is in compliance with the LAMP and this Ordinance. All drawings must be made on a scale not less than 1”=40’.

4) Percolation test results, if required, as described in the LAMP.

5) A groundwater/bedrock evaluation, if required, as described in the LAMP.

B) Initial Application Review

1) All applications for conventional OWTS shall be approved or denied, in whole or in part, within fifteen (15) working days after the date of filing.

2) Applications for Alternate OWTS shall be approved or denied, in whole or in part, within thirty (30) working days after the date of filing.

3) If an application is denied, in whole or in part, the applicant may amend the application and submit the amended application within 1 year of the original submittal date. Resubmittals received after one year shall be considered a new application and subject to new application fees.

C) Revocations of Approvals or Permits

1) An approval or permit may be revoked by the Director for failure of the applicant to provide proper, complete and accurate information regarding site conditions for a proposed OWTS.

2) An approval or permit previously granted may be rescinded if soil conditions change significantly prior to construction in a manner that would affect the proper operation of an OWTS or the Director determines that exigent circumstances exist which demonstrate a threat to the public health or safety.

D) Appeals Process

1) Any person whose application for an approval or permit has been denied, in whole or in part, or entire approval or permit has been revoked may appeal this action to the Director. The person shall file with the Department a written request for a hearing setting forth the grounds for the request within ten (10) working days from the date the permit application was denied or revoked. Failure to submit the request within the timeframe specified will be deemed a waiver of the right to such hearing.

2) Hearing Procedure. The Hearing Officer shall be the Director or the Director's designee. The hearing shall be set for a date within ten (10) working days from the date the written request is received by the Department unless extended at the request of the petitioner. At the time and place set for the hearing, the Hearing Officer shall give the petitioner and other interested persons, adequate opportunity to present any facts pertinent to the matter at hand and to show cause why the permit or application should not be denied. The Hearing Officer may, when deemed necessary, continue any hearing by setting a new time and place and by giving notice to the petitioner of such action. At the close of the hearing, or within ten (10) working days thereafter, the Hearing Officer shall provide a written notice of disposition of the permit application or permit, notifying the petitioner of the Hearing Officer's final determination.

E) OWTS Installation

1) The installation shall be performed in a manner that is consistent with the approved plan design. In the event that conditions on site prevent the installation

or function of the OWTS as designed, a revised design plan must be submitted to and approved by the Department prior to installation.

2) Construction Inspection. All OWTS shall require a construction inspection and final approval by either the Department or the Department of Building and Safety prior to use.

**SECTION 5. OPERATING PERMITS FOR ALTERNATIVE OWTS.**

A) All new Alternative OWTS shall require a QSP maintenance agreement and an annual operating permit.

B) Alternative OWTS shall be inspected yearly by a QSP, unless otherwise specified by the manufacturer or the Department.

C) Renewal of subsequent operating permits shall be completed by the property owner or agent on or before the expiration date and shall include evidence of a current QSP maintenance agreement and annual evaluation/inspection report.

D) Within 60 days of a change of ownership, the new owner or owners must transfer the operating permit into his, her or their names, using forms provided by the Department.

E) Every alternative OWTS subject to this Section shall be subject to inspection by the Department to assure it is operating in a satisfactory manner.

**SECTION 6. PROFESSIONAL OF RECORD AND QUALIFIED SERVICE PROVIDER REGISTRATION.**

A) Only those individuals who are registered as a PR with the Department may perform percolation tests or other specialized testing as described in the LAMP.

B) Only those individuals who are registered as a QSP with the Department may certify an OWTS as described in the LAMP.

C) Revocation of Registration. PR and QSP registration may be revoked for cause by the Director. Examples of reasons for revocation include but are not limited to the following:

1) Failure to maintain the required professional registrations in good standing.

2) Failure to conduct business in a manner consistent with the ethics of the profession and this Department.

3) Failure to conduct activities in a manner consistent with the LAMP.

4) Failure to pay the required registration fee.

D) Appeal of revoked registration. An appeal for reinstatement of registration may be made in writing to the Director. The appeal must state why the registration should be reinstated and provide facts showing that all reasons for the revocation have been remedied. Upon receipt of the written appeal, the Director shall schedule a hearing with the appellant within 20 working days to review the facts and hear reasons why the registration should be reinstated. At the conclusion of the hearing, or within 10 working days, the Director shall issue a written decision to the appellant.

**SECTION 7. FEES.**

A) The fees required to obtain an approval under the provisions of this Ordinance shall be as specified in Riverside County Ordinance No. 640. Such fees may be waived in cases where corrective or replacement work is being undertaken to replace property

damaged or destroyed in a disaster recognized in a resolution adopted by the Board of Supervisors.

B) Annual Operating Permit Fees. Prior to the issuance or annual renewal of an operating permit, fees shall be paid as specified in Riverside County Ordinance No. 640.

C) Qualified Service Provider and Professional of Record Registration Fees. Prior to issuance or annual renewal of a QSP or PR, registration fees shall be paid as specified in Riverside County Ordinance No. 640. Registration is non-refundable, non-transferable, and shall expire on December 31st of each year. Any change or lapse in registration shall require the completion of a new QSP or PR registration application and fee.

**SECTION 8. OWTS FAILURE.**

A) It shall be unlawful for any person to discharge or deposit or cause or permit to be discharged or deposited any sewage, sewage effluent or non-hazardous waste whether treated or untreated in or upon any unincorporated territory of the County of Riverside, including any deposit or discharge of sewage into streams or bodies of water above or below the ground. When sewage is overflowing or being discharged upon the surface of any premises, the Director may order the owner of the premises or occupants thereof who contribute to such overflow or discharge to abate the same forthwith.

B) It shall be unlawful for any person to install or alter plumbing facilities or drainage systems for the discharge or deposit of any sewage, sewage effluent, or non-hazardous waste from any dwelling, house or building or appurtenance thereof in or upon unincorporated territory of the County of Riverside, or into streams or bodies of water above or below the surface where the same is, or may be carried through, or upon,

unincorporated territory of said County, without first securing an approval and permit from the Department.

C) It shall be unlawful for any person to install any structure or paving in the areas identified for OWTS tank access or the primary and expansion dispersal area.

D) In the event an OWTS is determined to be in failure by the Director, an order shall be given to abate the failure.

E) The property owner, agent or occupant shall be given a notice and reasonable time to abate the stated failure. If the OWTS failure is contributing to an immediate hazard or contamination to a public access or body of water, immediate remedy shall be required.

F) If the determination is made that connection to sanitary sewer is an option, the property owner shall be required to connect to sewer within a timeframe as determined by the Director.

G) If a determination of an immediate hazard is made by the Director, which could potentially contaminate a body of water or public area, such as but not limited to sewage effluent flow onto a public roadway, culvert, drainage ditch, dry or active stream or river bed, the property owner, agent and/or occupant must take measures to abate the failure immediately.

H) When reasonable effort to contact the owner, agent, or occupant is unsuccessful, or upon refusal to abate the OWTS failure, the Director may designate it an imminent hazard to health and safety and may abate the failure. Those remedies include, but are not limited to, the Department contracting to pump a septic tank to eliminate discharge; shutting off water to eliminate sewage discharge; providing alternate means of waste disposal, such as portable toilets or other means deemed necessary to abate the nuisance.

Further, the Department may recover the cost for abating the nuisance and its enforcement activities as provided for in Riverside County Ordinance No. 725.

I) The property owner, agent, or occupant may be required to secure a System Certification by a Qualified Service Provider as part of the abatement process.

J) Any and all component failures, deficiencies, or malfunctions identified by the System Certification shall be repaired. Any and all major repairs are subject to the approval process as described in Section 3.

**SECTION 9. ENFORCEMENT AND ADDITIONAL REMEDIES, PENALTIES, AND PROCEDURES.**

A) It shall be the duty of the Director or his agents to enforce the provisions of this Ordinance.

B) The additional remedies, penalties, and procedures for violations of this Ordinance and for recovery of costs related to enforcement provided for in Riverside County Ordinance No. 725 are incorporated into this section by reference.

**SECTION 10. VIOLATIONS.**

A) Any person violating any provision of this Ordinance shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this ordinance is committed, continued or permitted. Any person convicted of a violation of this ordinance shall be: (1) guilty of an infraction offense and punished by a fine not exceeding one hundred dollars ($100.00) for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding two hundred dollars ($200.00) for a second violation on the same site. The third and any additional violations

on the same site shall be punishable by a fine not exceeding five hundred dollars ($500.00) or six (6) months in jail, or both.

B) Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve any person from the responsibility for correcting the violation.

**SECTION 12. PUBLIC NUISANCE DECLARATION.**

In addition, any violation of this Ordinance is hereby declared to be a public nuisance and may be abated by the Director or his duly authorized agent irrespective of any other remedy hereinabove provided.

**SECTION 13. SEVERABILITY.**

If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of the provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

**SECTION 14. EFFECTIVE DATE.**

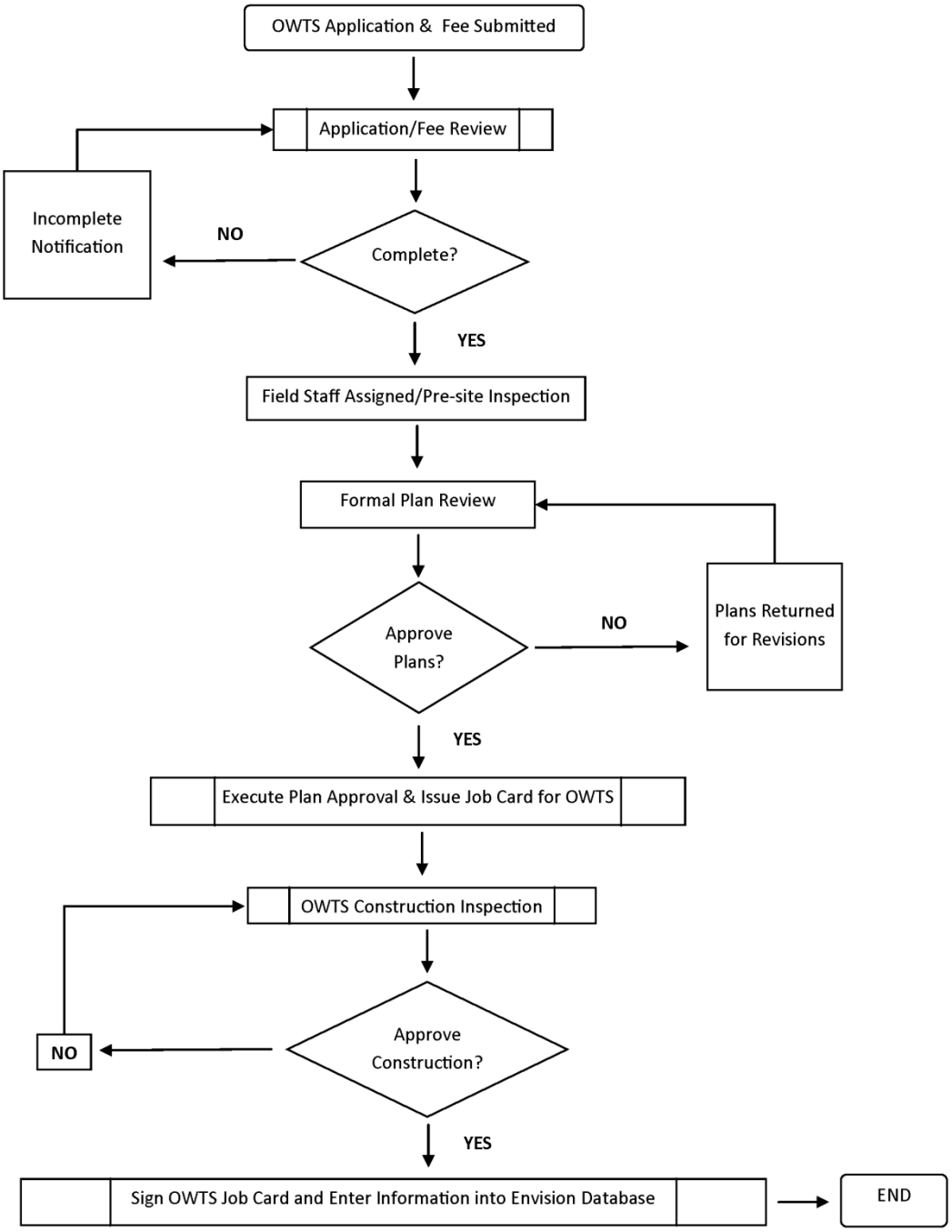
This Ordinance shall take effect 30 days after the date of adoption.

**Adopted:** 650 Item 9.1 of 02/02/1988 (Eff: 04/03/1988)
**Amended:** 650.1a Item 3.7 of 06/13/1989 (Eff: 07/13/1989)
650.1 Item 3.11 of 03/28/1989 (Eff: 04/27/1989)
650.2 Item 3.4 of 03/20/1990 (Eff: 04/19/1990)
650.3 Item 3.11 of 06/26/1990 (Eff: 07/26/1990)
650.4 Item 3.1 of 12/07/1993 (Eff: 12/07/1993)
650.5 Item 16.1 of 05/16/2006 (Eff: 06/15/2006)

## APPENDIX XI – OWTS APPLICATION AND PERMITTING WORKFLOW DIAGRAM

County of Riverside
DEPARTMENT OF ENVIRONMENTAL HEALTH
www.rivcoeh.org

**OWTS Application & Permitting Workflow Diagram**



## APPENDIX XII – LAND USE APPLICATION

County of Riverside

# DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

### LAND USE APPLICATION

❑ 3880 Lemon Street • Suite 200 • Riverside • CA • 92501 – (951) 955-8980
❑ 47-950 Arabia Street • Suite A • Indio • CA 92201 – (760) 863-7570

OFFICE USE ONLY

| PE CODE: | FEE: |
|---|---|
| | |

| EHS # | ON # | LMS # | APN: |
|---|---|---|---|
| TR/PM | LOT # | USE OF PERMIT: | |

**SECTION A**

| | | | |
|---|---|---|---|
| OWNER: | Name | | |
| | Address | City | Zip |
| | Phone | Email | |
| AGENT/ CONTRACTOR: | Company Name | Agent/Contractor | |
| | Mailing Address | City | Zip |
| | Phone | Email | |
| PROPERTY INFO: | Site Address | City | Zip |
| | Water Agency/Well | Lot Size | |
| **APPLICANT'S SIGNATURE:** | | **DATE:** | |

**SECTION B** **Below – For Office Use Only**

**CHECK BOX IF REQUIRED**
If any box is checked, this application shall be considered denied until the information is provided.

| | |
|---|---|
| ☐ Holding Tank Agreements Required | ☐ Floor Plan and/or Plumbing Layout Required |
| ☐ Certificate of Existing OWTS Required (C-42) | ☐ Special Feasibility Boring Report Required |
| ☐ WQCB Clearance Required | ☐ Detailed Contour Plot Plan Required (1 to 5 foot intervals) |
| ☐ Soils Percolation Report Required | |

SITE EVALUATION INSPECTION REMARKS:

EHS INITIALS/DATE:

**SECTION C**

| ☐ NEW | ☐ REPAIR / REPLACEMENT | ☐ EXISTING | ☐ PUMP | ☐ ATU | ☐ CONNECT TO SEWER | FIXTURE UNITS # | BDRMS # |
|---|---|---|---|---|---|---|---|

| | | | |
|---|---|---|---|
| Soils Percolation/Boring Report By: | | Date: | Project# |
| C-42 Certification By: | | Date: | License# |
| Septic tank cap.: | Soil Rate: | Tested Depth: | Max. trench depth: |
| Sq. Ft. Bottom Area: | Total Linear Ft.: | Line(s): | Length:_____ feet - Each 3 feet wide |

Sidewall Allowance: _____ Ft. Rock/ _____ Sq. ft. Running foot  Rock below drain line: ____ in. or ☐ Plastic Chambers

Leach Lines/bed special design for slope: ☐ N/A ☐ Overburden Factor:

| Pit Diameter: | No. pits: | Depth below Inlet (bi): | Pit Total Depth: | Max. allowable depth: |
|---|---|---|---|---|
| | | | | |

CONSTRUCTION/INSTALLATION REMARKS:

**SECTION D**

This Application is ☐ **Approved** ☐ **Denied** regarding the design of the OWTS as indicated on the accompanied plot plan using the requirements set forth in Section C above. **No construction is permitted in the required reserved 100% Expansion area.**

| EHS Signature: | Date: |
|---|---|
| | |

EPO-92 (REV 7/16)  Distribution: WHITE – Office File; YELLOW – Bldg. Dept. PINK – Applicant

## APPENDIX XIII – FEE SCHEDULE

**DEPARTMENT OF ENVIRONMENTAL HEALTH**
**County of Riverside**

INFORMATIONAL BULLETIN NO. 99-14-EPO

# COMMONLY USED FEES FOR THE LAND USE & WATER RESOURCES PROGRAM

| Back Flow Prevention Certification | |
|---|---|
| Initial Certification | $ 147.00 |
| Three Year Renewal, Exam & Renewal Of | $ 137.00 |
| Commercial Certification Tester List, Industrial/Commercial | $ 18.00 |

| Water Well Construction | |
|---|---|
| Private Well Evaluation | $ 425.34 |
| Well Driller Annual Registration | $ 38.00 |
| Initial Monitoring Well | $ 165.24 |
| Additional Monitoring Well For The Same Site *(Only when submitted concurrently with Initial Monitoring Well)* | $ 76.50 |
| Well Abandonment (Destruction of Well) | $ 183.60 |
| Agricultural Permit | $ 186.66 |
| Cathodic Permit | $ 238.68 |
| Community Permit | $ 679.31 |
| Driven Well | $ 59.16 |
| Individual Domestic Permit | $ 503.88 |
| Other Permits | $ 318.24 |
| Permit Transfer Fee | $ 29.58 |
| Extension Of Time For Permit | $ 75.48 |
| Electric to Well Clearance | $ 61.20 |

| Onsite Waste Water Treatment Systems (OWTS) | |
|---|---|
| New Conventional OWTS | $ 728.28 |
| New OWTS Re-review | $ 48.96 |
| OWTS Site Evaluation (hourly) | $ 180.00 |
| Alt System with Advanced Treatment | $1,020.00 |
| Holding Tank Approval | $ 156.06 |
| Grease Interceptors | $ 229.50 |
| Septic Verification | $ 108.12 |
| Sewer Verification | $ 46.92 |
| Septic Abandonment | $ 275.40 |
| Septic Abandonment with Sewer Connect | $ 322.32 |
| Real Estate Letter/Clearance Letter | $ 90.00 |

* Note: For a comprehensive list of fees, please contact your local Environmental Health office.
**Document available in an alternate format upon request.
***Disclaimer: Subject to periodic adjustment per Riverside County Ordinance No. 640.

## APPENDIX XIV – RIVERSIDE COUNTY INCORPORATED CITIES – OWTS REGULATIONS INFO

**REGION 9**

Wildomar

Population: 14,064
Median household income: $49,081
City Website: http://www.cityofwildomar.org/
RWQCB: 9
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | County | County |

Temecula

Population: 93,923
Median household income: $71,754
City Website: http://www.cityoftemecula.org/
RWQCB: 9
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | City Building | County |

Murrieta

Population: 103,466
Median household income: $75,102
City Website:
RWQCB: 9
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | County | County |

**REGION 8**

Lake Elsinore

Population: 40,985
Median household income: $54,595
City Website: http://www.lake-elsinore.org/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | County | City Planning |

Canyon Lake

Population: 10,939
Median household income: $70,106
City Website: http://www.cityofcanyonlake.com/
RWQCB: 8
WWTP: all sewered

Menifee

Population: 60,000
Median household income: N/A
City Website: http://www.cityofmenifee.us/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | County | County |

Perris

Population: 47,139
Median household income: $35,338
City Website: http://www.cityofperris.org/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| City Building | City Building | City Planning -contract |

Corona

Population: 144,661
Median household income: $72,162
City Website: http://www.discovercorona.com/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| City Building | City Building | City Planning |

Eastvale

Population: 55,000
Median household income: N/A
City Website: http://www.eastvaleca.gov/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | County | County |

Norco

Population: 27,262
Median household income: $62,652
City Website: http://www.norco.ca.us/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| City Building | City Building | City Planning |

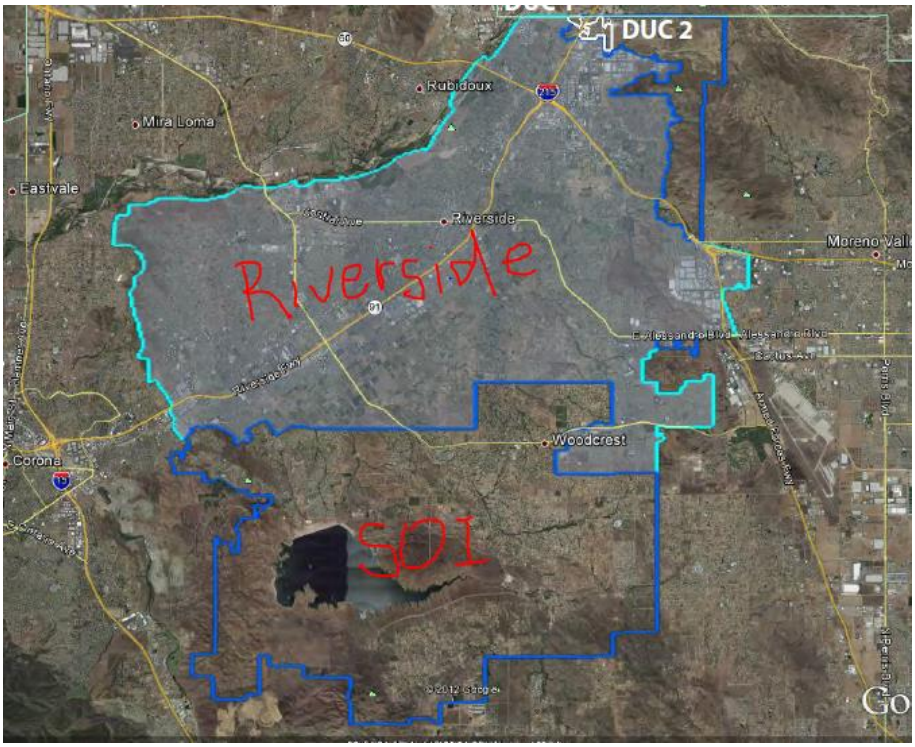
Jurupa Valley

Population: 88,000
Median household income: N/A
City Website: http://www.jurupavalley.org/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | County | County |

Riverside

Population: 287,820
Median household income: $52,023
City Website: http://www.riversideca.gov/
RWQCB: 8
WWTP:




| Plan check | OWTS install | Planning review |
|---|---|---|
| County | City | City |

Moreno Valley

Population: 174,565
Median household income: $52,426
City Website: http://www.moval.org/index.shtml
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| County | city | city |

Calimesa

Population: 7,415
Median household income: $47,406
City Website: http://www.cityofcalimesa.net/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

Beaumont

Population: 36,877
Median household income: $67,758
City Website: http://www.ci.beaumont.ca.us/
RWQCB: 8
WWTP:
- Beaumont WWTP No. 1 (NPDES CA0105376), WDID 8 330101001
- Beaumont STP No. 2 (NPDES), WDID 8 330101002

| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

San Jacinto

Population: 31,066
Median household income: $39,235
City Website: http://www.ci.san-jacinto.ca.us/
RWQCB: 8
WWTP:

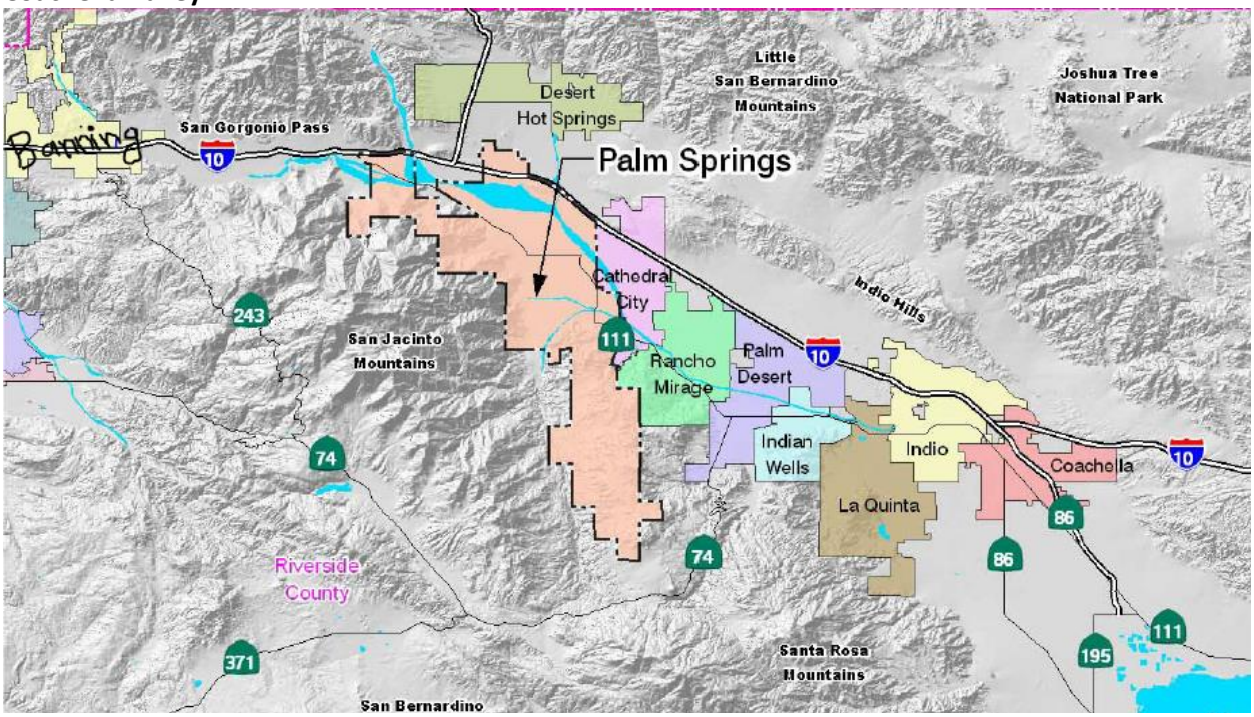
| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

Hemet

Population: 69,544
Median household income: $31,749
City Website: http://www.cityofhemet.org/
RWQCB: 8
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

**REGION 7**
**Coachella Valley**




Banning

Population: 28,272
Median household income: $41,268
City Website: http://www.ci.banning.ca.us/
WWTP: Banning WWTP (Non-NPDES), RWQCB-7 BO# 01-022
- provides services to 12,800 dwellings

| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

Desert Hot Springs

Population: 22,011
Median household income: $33,263
City Website: http://www.cityofdhs.org/
RWQCB: 7
WWTP:
OWTS: DHS Municipal Code 15.20.020 incorporates 2000 Uniform Plumbing Code by reference, with "Administrative Authority" replaced with "Building Official of the City of Desert Hot Springs or his or her designee"

| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

Palm Springs

Population: 46,437
Median household income: $46,399
City Website: https://www.google.com/#q=city+of+palm+springs

RWQCB: 7
WWTP:
OWTS: PS Municipal Code incorporates by reference RivCo Ord. No. 712 (Liquid Waste)

| Plan check | OWTS install | Planning review |
|---|---|---|
| *County | City | City |

*No formal agreement in place

Cathedral City

Population: 51,081
Median household income: $50,654
City Website: http://www.cathedralcity.gov/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

Rancho Mirage

Population: 16,672
Median household income: $78,434
City Website: http://www.ranchomirageca.gov/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| *County | City | City |

*No formal agreement in place

Palm Desert

Population: 49,539
Median household income: $61,789
City Website: http://www.cityofpalmdesert.org/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| *County | City | City |

*No formal agreement in place

Indian Wells

Population: 4,865
Median household income: $120, 074
City Website: http://www.cityofindianwells.org/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| *County | City | City |

*No formal agreement in place

La Quinta

Population: 38,340
Median household income: $71,127
City Website: http://www.la-quinta.org/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| *County | City | City |

*No formal agreement in place

Indio

Population: 71,654
Median household income: $45,143
City Website: http://www.indio.org/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| *County | City | City |

*No formal agreement in place

Coachella

Population: 35,207
Median household income: $33,402
City Website: http://www.coachella.org/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| City | City | City |

Blythe

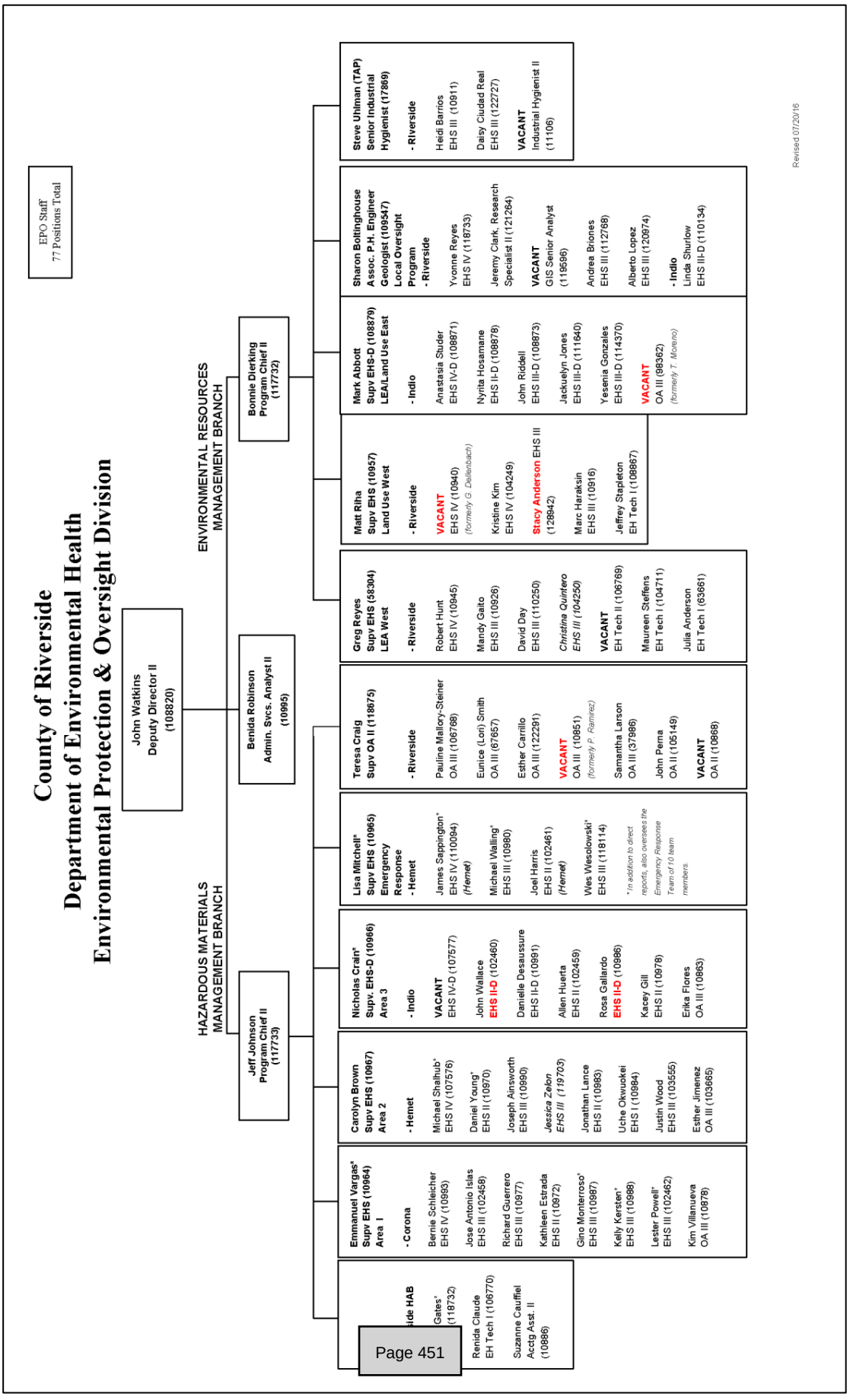
Population: 22,178
Median household income: $45,302
City Website: http://www.cityofblythe.ca.gov/
RWQCB: 7
WWTP:

| Plan check | OWTS install | Planning review |
|---|---|---|
| *County | City | City |

*No formal agreement in place

None of the cities listed has secured a formal agreement with the County to implement its LAMP. It was the County's intent to pursue contracts with the cities once it had an approved LAMP. ANY SERVICES NOT IDENTIFIED IN THE LAMP FOR THE INCORPORATED CONTRACTED CITIES REGARDING OVERSIGHT OF NEW AND EXISTING OWTS ARE NOT WITHIN THE SCOPE OF THE LAMP AND WILL BE THE CITIES' RESPONSIBILITIES.

## APPENDIX XV – ORGANIZATION CHART



**STAFF REPORT**
**9/8/2021**

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

**FROM:** Nathan Statham, Finance Director

**SUBJECT:** Investment Report – May 2021

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**STAFF RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

On May 13, 2020, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current "Statement of Investment Policy".

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

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

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

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

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

There was no unusual investment activity to report.

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

**FISCAL IMPACT:**

None, this report is receive and file only.

# CITY OF COACHELLA
## TREASURER'S REPORT - INVESTMENT REPORT
### As of May 31, 2021
### Fiscal Year 2020-2021

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2021 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2021 | |
|---|---|---|---|---|---|---|---|---|
| **CASH ON HAND** | | | | | | | | |
| Wells Fargo-General Checking | N/A | 13,491,097.38 | 4,788,253.50 | - | - | - | 18,279,350.88 | ① |
| Wells Fargo-Road Maintenance | N/A | 1,761,032.10 | 71,755.77 | - | - | - | 1,832,787.87 | ② |
| Wells Fargo-Gas Tax | N/A | - | 261,537.56 | - | - | - | 261,537.56 | ③ |
| Mechanics Bank - Payroll Acct | N/A | 369,796.72 | (197,089.25) | - | - | - | 172,707.47 | ④ |
| Mechanics Bank-Gas Tax | N/A | 261,537.56 | (261,551.35) | | - | - | (13.79) | ⑤ |
| Petty Cash | N/A | 3,500.00 | - | - | - | - | 3,500.00 | ⑥ |
| **Total Cash on Hand** | | **15,886,963.76** | **4,662,906.23** | **-** | **-** | **-** | **20,549,869.99** | |
| **INVESTMENTS** | | | | | | | | |
| State of California - LAIF | 0.31% | 4,791,041.15 | - | - | - | - | 4,791,041.15 | ⑦ |
| Investment Management Acct | 1.49% | 20,487,262.09 | - | 143,553.57 | - | - | 20,630,815.66 | ⑧ |
| Savings Account | 0.00% | 5,080.09 | (5,080.09) | - | - | - | - | ⑨ |
| County of Riverside-Investment Pool | 0.31% | 165,863.10 | - | 8.58 | - | - | 165,871.68 | ⑩ |
| **Total Investments** | | **25,449,246.43** | **(5,080.09)** | **143,553.57** | **-** | **-** | **25,587,728.49** | |
| **CASH WITH FISCAL AGENT** | | | | | | | | |
| Union Bank of California | varies | 25,447.74 | - | 446,064.12 | - | - | 471,511.86 | ⑪ |
| Wells Fargo Bank, N.A. | 5.83% | 2.46 | - | 265,700.00 | - | - | 265,702.46 | ⑫ |
| Wilmington Trust, N. A. | 0.03% | 4,798.12 | - | - | - | - | 4,798.12 | ⑬ |
| **Total Cash with Fiscal Agent** | | **30,248.32** | **-** | **711,764.12** | **-** | **-** | **742,012.44** | ⑭ |
| **Grand Total** | | **41,366,458.51** | **4,657,826.14** | **855,317.69** | **-** | **-** | **46,879,610.92** | |

**Completed By:** ***Carmin Torres***

**Reviewed By:** ***Nathan Statham-Finance Director***

# CITY OF COACHELLA
## TREASURER'S REPORT - INVESTMENT REPORT
### As of May 31, 2021
### Fiscal Year 2020-2021

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2021 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2021 | |
|---|---|---|---|---|---|---|---|---|
| **INVESTMENTS** | | | | | | | | |
| **STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)** | | | | | | | | |
| Successor Agency ( #004) 65-33-004 | 0.31% | 2,496.32 | - | - | | | 2,496.32 | |
| City General Account ( #171) 98-33-171 | 0.31% | 2,892,170.74 | - | - | | | 2,892,170.74 | |
| Coachella Sanitary District 70-33-001 | 0.31% | 1,896,249.31 | - | - | | | 1,896,249.31 | |
| Redevelopment Bonds 11-33-001 | 0.31% | 124.78 | - | - | | | 124.78 | |
| **TOTAL LAIF ACCOUNTS** | | **4,791,041.15** | **-** | **-** | **-** | **-** | **4,791,041.15** | ⑦ |
| **INVESTMENT MANAGEMENT ACC** | | | | | | | | |
| PFM Funds | 1.49% | 20,487,262.09 | - | 143,553.57 | | | 20,630,815.66 | |
| **TOTAL INVESTMENT MANAGEMENT ACCT** | | **20,487,262.09** | **-** | **143,553.57** | **-** | **-** | **20,630,815.66** | ⑧ |
| **COUNTY INVESTMENT POOL** | | | | | | | | |
| County Of Riverside - Fire | 0.29% | 165,855.58 | - | 8.58 | | | 165,864.16 | |
| County Of Riverside - Sanitary | 0.29% | 7.52 | - | - | | | 7.52 | |
| **TOTAL COUNTY INVESTMENT POOL** | | **165,863.10** | **-** | **8.58** | **-** | **-** | **165,871.68** | ⑩ |
| **TOTAL INVESTMENTS** | | **25,444,166.34** | **-** | **143,562.15** | **-** | **-** | **25,587,728.49** | |

# CITY OF COACHELLA
# TREASURER'S REPORT - INVESTMENT REPORT
## As of May 31, 2021
## Fiscal Year 2020-2021

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2021 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2021 |
|---|---|---|---|---|---|---|---|
| **CASH WITH FISCAL AGENT** | | | | | | | |
| UNION BANK OF CALIFORNIA | | | | | | | |
| **COACHELLA WATER AUTHORITY** | | | | | | | |
| **CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES** | | | | | | | |
| A/C #: 6712016201 Bond Fund | 0.00% | 1.50 | - | - | - | - | 1.50 |
| A/C #: 6712016202 Interest Account | 0.00% | - | - | - | - | - | - |
| A/C #: 6712016203 Principal Account | 0.00% | - | - | - | - | - | - |
| A/C #: 6712016204 Reserve Fund | 0.00% | 1.00 | - | - | - | - | 1.00 |
| **COACHELLA FINANCING AUTHORITY** | | | | | | | |
| **Successor Agency to the Coachella Redevelopments Agency 2014 Series** | | | | | | | |
| A/C #: 6712104701 Debt Service Fund | 0.00% | 1.66 | - | - | - | - | 1.66 |
| A/C #: 6712104702 Interest Account | 0.00% | - | - | - | - | - | - |
| A/C #: 6712104703 Principal Account | 0.00% | - | - | - | - | - | - |
| A/C #: 6712104704 Reserve Account | 0.00% | 1.00 | - | - | - | - | 1.00 |
| **COACHELLA SANITARY DISTRICT** | | | | | | | |
| **WASTEWATER SERIES 2015A** | | | | | | | |
| A/C #: 6712148601 Bond Fund | 0.00% | 2.36 | - | - | - | - | 2.36 |
| A/C #: 6712148602 Interest Account | 0.00% | - | - | - | - | - | - |
| A/C #: 6712148603 Principal Account | 0.00% | - | - | - | - | - | - |
| A/C #: 6712148604 Reserve Account | 0.00% | 1.00 | - | - | - | - | 1.00 |
| A/C #: 6712148605 Redemption Fund | 0.00% | - | - | - | - | - | - |
| **COACHELLA SANITARY DISTRICT: PROJECT FUND 2011** | | | | | | | |
| A/C #: 6711963500 Project Fund 2011 | 0.02% | 25,268.87 | - | 0.57 | - | - | 25,269.44 |

# CITY OF COACHELLA
## TREASURER'S REPORT - INVESTMENT REPORT
### As of May 31, 2021
### Fiscal Year 2020-2021

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2021 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2021 | |
|---|---|---|---|---|---|---|---|---|
| COACHELLA SUCCESSOR AGENCY | | | | | | | | |
| **MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013** | | | | | | | | |
| A/C #: 6712071401 Interest Account | 0.00% | 1.24 | - | - | - | - | 1.24 | |
| A/C #: 6712071402 Interest Account | 0.00% | - | - | - | - | - | - | |
| A/C #: 6712071403 Principal Account | 0.00% | - | - | - | - | - | - | |
| A/C #: 6712071404 Reserve Account | 0.00% | 1.00 | - | - | - | - | 1.00 | |
| **SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B** | | | | | | | | |
| A/C #: 6712160601 Debt Service | 0.00% | 2.62 | - | - | - | - | 2.62 | |
| A/C #: 6712160602 Interest Account | 0.00% | - | - | - | - | - | - | |
| A/C #: 6712160603 Principal Account | 0.00% | - | - | - | - | - | - | |
| A/C #: 6712160604 Reserve Account | 0.00% | 1.00 | - | - | - | - | 1.00 | |
| **COACHELLA LEASE BONDS 2016** | | | | | | | | |
| A/C #: 6712179801 Payment Account | 0.03% | 3.08 | - | 446,063.55 | - | - | 446,066.63 | |
| A/C #: 6712179802 Interest Account | 0.03% | - | - | - | - | - | - | |
| A/C #: 6712179803 Principal Account | 0.03% | - | - | - | - | - | - | |
| A/C #: 6712179804 Reserve Account | 0.03% | 1.00 | - | - | - | - | 1.00 | |
| A/C #: 6712179805 Project Fund | 0.02% | 160.41 | - | - | - | - | 160.41 | |
| **TOTAL UNION BANK OF CALIFORNIA** | | **25,447.74** | **-** | **446,064.12** | **-** | **-** | **471,511.86** | ⑪ |
| WELLS FARGO BANK, N.A. | | | | | | | | |
| **GAS TAX BONDS SERIES 2019** | | | | | | | | |
| A/C #: 83925300 Debt Service Fund | 0.00% | 2.18 | - | 0.28 | - | - | 2.46 | |
| A/C #: 83925301 Interest Account | 0.00% | 0.02 | - | 90,699.98 | - | - | 90,700.00 | |
| A/C #: 83925302 Principal Account | 0.00% | 0.26 | - | 174,999.74 | - | - | 175,000.00 | |
| A/C #: 83925304 Reserve Fund | 0.00% | - | - | - | - | - | - | |
| **TOTAL WELLS FARGO BANK, N.A.** | | **2.46** | **-** | **265,700.00** | **-** | **-** | **265,702.46** | ⑫ |

# CITY OF COACHELLA
## TREASURER'S REPORT - INVESTMENT REPORT
### As of May 31, 2021
### Fiscal Year 2020-2021

| DESCRIPTION | CURRENT YIELD | BALANCE AS OF 4/30/2021 | NET: DEPOSITS/ (WITHDRAWALS) | INTEREST EARNED / CHANGE IN VALUE | PAYMENT OF INTEREST | PAYMENT OF PRINCIPAL | BALANCE AS OF 5/31/2021 | |
|---|---|---|---|---|---|---|---|---|
| WILMINGTON TRUST, N. A. | | | | | | | | |
| **CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS** | | | | | | | | |
| A/C #: 144613-001 Interest Account | 0.00% | - | - | - | - | - | - | |
| A/C #: 144613-002 Principal Account | 0.00% | - | - | - | - | - | - | |
| A/C #: 144613-003 Cost of Issuance | 0.03% | 4,798.12 | - | - | - | - | 4,798.12 | |
| A/C #: 144613-004 Unfunded Liability | 0.00% | - | - | - | - | - | - | |
| **TOTAL WILMINGTGON TRUST BANK, N.A.** | | **4,798.12** | **-** | **-** | **-** | **-** | **4,798.12** | ⑬ |
| **TOTAL CASH WITH FISCAL AGENT** | | **30,248.32** | **-** | **711,764.12** | **-** | **-** | **742,012.44** | ⑭ |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **U.S. Treasury Bond / Note** | | | | | | | | | | | |
| US TREASURY NOTES<br>DTD 02/01/2016 1.750% 01/31/2023 | 912828P38 | 25,000.00 | AA+ | Aaa | 10/02/18 | 10/04/18 | 23,806.64 | 2.93 | 146.24 | 24,540.03 | 25,679.69 |
| US TREASURY NOTES<br>DTD 02/29/2016 1.500% 02/28/2023 | 912828P79 | 520,000.00 | AA+ | Aaa | 07/02/18 | 07/05/18 | 491,968.75 | 2.74 | 1,971.20 | 509,490.34 | 532,431.22 |
| US TREASURY NOTES<br>DTD 03/31/2016 1.500% 03/31/2023 | 912828Q29 | 185,000.00 | AA+ | Aaa | 02/08/19 | 02/12/19 | 178,185.35 | 2.44 | 470.08 | 181,981.31 | 189,625.00 |
| US TREASURY NOTES<br>DTD 08/01/2016 1.250% 07/31/2023 | 912828S92 | 140,000.00 | AA+ | Aaa | 04/02/19 | 04/04/19 | 134,071.88 | 2.28 | 584.94 | 137,034.06 | 143,281.25 |
| US TREASURY NOTES<br>DTD 11/15/2013 2.750% 11/15/2023 | 912828WE6 | 355,000.00 | AA+ | Aaa | 03/06/19 | 03/08/19 | 358,591.60 | 2.52 | 450.99 | 356,880.72 | 377,132.05 |
| US TREASURY NOTES<br>DTD 11/30/2016 2.125% 11/30/2023 | 912828U57 | 460,000.00 | AA+ | Aaa | 01/07/19 | 01/09/19 | 451,770.31 | 2.52 | 26.71 | 455,797.61 | 481,993.75 |
| US TREASURY NOTES<br>DTD 12/31/2018 2.625% 12/31/2023 | 9128285U0 | 70,000.00 | AA+ | Aaa | 01/30/19 | 01/31/19 | 70,207.81 | 2.56 | 771.55 | 70,109.17 | 74,320.32 |
| US TREASURY NOTES<br>DTD 05/01/2017 2.000% 04/30/2024 | 912828X70 | 655,000.00 | AA+ | Aaa | 06/03/19 | 06/05/19 | 657,967.97 | 1.90 | 1,139.13 | 656,763.22 | 687,545.31 |
| US TREASURY NOTES<br>DTD 07/31/2017 2.125% 07/31/2024 | 9128282N9 | 125,000.00 | AA+ | Aaa | 08/01/19 | 08/05/19 | 126,933.59 | 1.80 | 887.86 | 126,226.80 | 131,992.19 |
| US TREASURY NOTES<br>DTD 08/31/2017 1.875% 08/31/2024 | 9128282U3 | 450,000.00 | AA+ | Aaa | 09/03/19 | 09/05/19 | 461,724.61 | 1.33 | 2,132.30 | 457,638.37 | 471,937.50 |
| US TREASURY NOTES<br>DTD 10/02/2017 2.125% 09/30/2024 | 9128282Y5 | 295,000.00 | AA+ | Aaa | 10/01/19 | 10/03/19 | 303,815.43 | 1.50 | 1,061.92 | 300,881.79 | 312,008.58 |
| US TREASURY NOTES<br>DTD 10/31/2019 1.500% 10/31/2024 | 912828YM6 | 250,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 261,064.45 | 0.33 | 326.09 | 259,948.44 | 259,218.75 |
| US TREASURY NOTES<br>DTD 11/30/2017 2.125% 11/30/2024 | 9128283J7 | 425,000.00 | AA+ | Aaa | 01/03/20 | 01/07/20 | 434,844.73 | 1.63 | 24.68 | 432,032.74 | 450,035.13 |
| US TREASURY NOTES<br>DTD 11/30/2017 2.125% 11/30/2024 | 9128283J7 | 580,000.00 | AA+ | Aaa | 12/02/19 | 12/04/19 | 591,917.19 | 1.69 | 33.67 | 588,354.45 | 614,165.60 |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **U.S. Treasury Bond / Note** | | | | | | | | | | | |
| US TREASURY NOTES<br>DTD 02/17/2015 2.000% 02/15/2025 | 912828J27 | 130,000.00 | AA+ | Aaa | 03/02/20 | 03/04/20 | 137,205.86 | 0.85 | 761.33 | 135,397.42 | 137,271.88 |
| US TREASURY NOTES<br>DTD 12/31/2020 0.375% 12/31/2025 | 91282CBC4 | 190,000.00 | AA+ | Aaa | 04/05/21 | 04/07/21 | 185,494.92 | 0.89 | 299.17 | 185,638.23 | 187,120.32 |
| US TREASURY NOTES<br>DTD 12/31/2020 0.375% 12/31/2025 | 91282CBC4 | 350,000.00 | AA+ | Aaa | 01/11/21 | 01/12/21 | 347,867.19 | 0.50 | 551.11 | 348,031.79 | 344,695.33 |
| US TREASURY NOTES<br>DTD 01/31/2019 2.625% 01/31/2026 | 9128286A3 | 255,000.00 | AA+ | Aaa | 02/04/21 | 02/08/21 | 282,063.87 | 0.47 | 2,237.41 | 280,381.68 | 277,312.50 |
| US TREASURY NOTES<br>DTD 01/31/2021 0.375% 01/31/2026 | 91282CBH3 | 270,000.00 | AA+ | Aaa | 02/26/21 | 02/26/21 | 264,410.16 | 0.80 | 338.43 | 264,705.18 | 265,570.33 |
| US TREASURY NOTES<br>DTD 02/28/2021 0.500% 02/28/2026 | 91282CBQ3 | 310,000.00 | AA+ | Aaa | 03/05/21 | 03/09/21 | 305,676.95 | 0.79 | 391.71 | 305,876.80 | 306,415.63 |
| **Security Type Sub-Total** | | **6,040,000.00** | | | | | **6,069,589.26** | **1.63** | **14,606.52** | **6,077,710.15** | **6,269,752.33** |
| **Supra-National Agency Bond / Note** | | | | | | | | | | | |
| INTL BK RECON & DEVELOP NOTES<br>DTD 11/24/2020 0.250% 11/24/2023 | 459058JM6 | 150,000.00 | AAA | Aaa | 11/17/20 | 11/24/20 | 149,677.50 | 0.32 | 7.29 | 149,733.16 | 149,960.55 |
| **Security Type Sub-Total** | | **150,000.00** | | | | | **149,677.50** | **0.32** | **7.29** | **149,733.16** | **149,960.55** |
| **Municipal Bond / Note** | | | | | | | | | | | |
| CA ST TXBL GO BONDS<br>DTD 10/24/2019 2.400% 10/01/2023 | 13063DRJ9 | 190,000.00 | AA- | Aa2 | 10/16/19 | 10/24/19 | 193,801.90 | 1.87 | 760.00 | 192,252.59 | 200,161.20 |
| MS ST TXBL GO BONDS<br>DTD 08/06/2020 0.565% 11/01/2024 | 605581MZ7 | 200,000.00 | AA | Aa2 | 07/24/20 | 08/06/20 | 200,000.00 | 0.57 | 94.17 | 200,000.00 | 200,914.00 |
| OR ST DEPT TRANS TXBL REV BONDS<br>DTD 09/17/2020 0.566% 11/15/2024 | 68607DVA0 | 135,000.00 | AAA | Aa1 | 09/11/20 | 09/17/20 | 135,000.00 | 0.57 | 33.96 | 135,000.00 | 135,490.05 |
| FL ST BOARD OF ADMIN TXBL REV BONDS<br>DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 40,000.00 | AA | Aa3 | 09/03/20 | 09/16/20 | 40,282.80 | 1.11 | 209.67 | 40,241.08 | 40,550.00 |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Municipal Bond / Note** | | | | | | | | | | | |
| FL ST BOARD OF ADMIN TXBL REV BONDS<br>DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 110,000.00 | AA | Aa3 | 09/03/20 | 09/16/20 | 110,000.00 | 1.26 | 576.58 | 110,000.00 | 111,512.50 |
| LOS ANGELES CCD, CA TXBL GO BONDS<br>DTD 11/10/2020 0.773% 08/01/2025 | 54438CYK2 | 80,000.00 | AA+ | Aaa | 10/30/20 | 11/10/20 | 80,000.00 | 0.77 | 206.13 | 80,000.00 | 79,582.40 |
| NJ TURNPIKE AUTHORITY TXBL REV BONDS<br>DTD 02/04/2021 1.047% 01/01/2026 | 646140DP5 | 40,000.00 | A+ | A2 | 01/22/21 | 02/04/21 | 40,000.00 | 1.05 | 136.11 | 40,000.00 | 40,003.60 |
| **Security Type Sub-Total** | | **795,000.00** | | | | | **799,084.70** | **1.06** | **2,016.62** | **797,493.67** | **808,213.75** |
| **Federal Agency Collateralized Mortgage Obligation** | | | | | | | | | | | |
| FNA 2018-M5 A2<br>DTD 04/01/2018 3.560% 09/01/2021 | 3136B1XP4 | 7,253.67 | AA+ | Aaa | 04/11/18 | 04/30/18 | 7,397.96 | 2.93 | 21.52 | 7,264.55 | 7,253.67 |
| FHLMC MULTIFAMILY STRUCTURED P<br>DTD 05/01/2015 2.791% 01/01/2022 | 3137BHXY8 | 164,572.98 | AA+ | Aaa | 05/16/19 | 05/21/19 | 165,601.56 | 2.54 | 382.77 | 164,803.23 | 166,189.88 |
| FHLMC MULTIFAMILY STRUCTURED P<br>DTD 11/01/2015 2.716% 06/01/2022 | 3137BLUR7 | 100,000.00 | AA+ | Aaa | 04/02/19 | 04/05/19 | 100,250.00 | 2.63 | 226.33 | 100,079.14 | 101,619.44 |
| FHLMC SERIES K721 A2<br>DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 99,097.28 | AA+ | Aaa | 04/04/18 | 04/09/18 | 99,941.15 | 2.88 | 255.18 | 99,325.53 | 101,406.28 |
| FHLMC MULTIFAMILY STRUCTURED P<br>DTD 12/01/2012 2.307% 08/01/2022 | 3137AWOH1 | 100,000.00 | AA+ | Aaa | 09/04/19 | 09/09/19 | 101,476.56 | 1.78 | 192.25 | 100,595.09 | 101,861.79 |
| FANNIEMAE-ACES<br>DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 115,645.04 | AA+ | Aaa | 12/13/19 | 12/18/19 | 121,264.66 | 2.14 | 322.46 | 119,320.67 | 123,809.49 |
| FHMS K043 A2<br>DTD 03/01/2015 3.062% 12/01/2024 | 3137BGK24 | 110,000.00 | AA+ | Aaa | 03/19/20 | 03/25/20 | 115,448.44 | 1.95 | 280.68 | 114,070.42 | 118,905.06 |
| **Security Type Sub-Total** | | **696,568.97** | | | | | **711,380.33** | **2.33** | **1,681.19** | **705,458.63** | **721,045.61** |
| **Federal Agency Bond / Note** | | | | | | | | | | | |
| FANNIE MAE NOTES<br>DTD 04/10/2017 1.875% 04/05/2022 | 3135G0T45 | 350,000.00 | AA+ | Aaa | 06/27/17 | 06/29/17 | 349,947.50 | 1.88 | 1,020.83 | 349,990.71 | 355,337.85 |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Federal Agency Bond / Note** | | | | | | | | | | | |
| FREDDIE MAC NOTES (CALLABLE)<br>DTD 08/06/2020 0.300% 02/06/2023 | 3134GWLD6 | 465,000.00 | AA+ | Aaa | 08/03/20 | 08/06/20 | 465,000.00 | 0.30 | 445.63 | 465,000.00 | 465,188.33 |
| FANNIE MAE NOTES<br>DTD 05/22/2020 0.250% 05/22/2023 | 3135G04Q3 | 305,000.00 | AA+ | Aaa | 05/20/20 | 05/22/20 | 304,081.95 | 0.35 | 19.06 | 304,396.35 | 305,657.28 |
| FREDDIE MAC NOTES<br>DTD 06/11/2018 2.750% 06/19/2023 | 3137EAEN5 | 500,000.00 | AA+ | Aaa | 01/07/19 | 01/09/19 | 503,510.00 | 2.58 | 6,187.50 | 501,618.67 | 526,592.00 |
| FREDDIE MAC NOTES<br>DTD 06/26/2020 0.250% 06/26/2023 | 3137EAES4 | 175,000.00 | AA+ | Aaa | 06/24/20 | 06/26/20 | 174,489.00 | 0.35 | 188.37 | 174,647.67 | 175,358.93 |
| FANNIE MAE NOTES<br>DTD 07/10/2020 0.250% 07/10/2023 | 3135G05G4 | 280,000.00 | AA+ | Aaa | 07/08/20 | 07/10/20 | 279,398.00 | 0.32 | 274.17 | 279,577.23 | 280,515.20 |
| FREDDIE MAC NOTES<br>DTD 08/21/2020 0.250% 08/24/2023 | 3137EAEV7 | 185,000.00 | AA+ | Aaa | 08/19/20 | 08/21/20 | 184,811.30 | 0.28 | 124.62 | 184,860.11 | 185,318.94 |
| FANNIE MAE NOTES<br>DTD 09/14/2018 2.875% 09/12/2023 | 3135G0U43 | 330,000.00 | AA+ | Aaa | 12/03/18 | 12/06/18 | 329,333.40 | 2.92 | 2,081.98 | 329,681.06 | 350,211.18 |
| FEDERAL FARM CREDIT BANK (CALLABLE)<br>DTD 09/21/2020 0.250% 09/21/2023 | 3133EMAM4 | 250,000.00 | AA+ | Aaa | 10/07/20 | 10/09/20 | 249,575.00 | 0.31 | 121.53 | 249,667.73 | 249,996.75 |
| FREDDIE MAC NOTES<br>DTD 12/04/2020 0.250% 12/04/2023 | 3137EAFA2 | 65,000.00 | AA+ | Aaa | 12/02/20 | 12/04/20 | 64,935.65 | 0.28 | 79.90 | 64,946.17 | 65,044.66 |
| FEDERAL HOME LOAN BANKS NOTES<br>DTD 12/09/2013 3.375% 12/08/2023 | 3130A0F70 | 190,000.00 | AA+ | Aaa | 01/30/19 | 01/31/19 | 195,600.04 | 2.72 | 3,081.56 | 192,907.47 | 204,990.05 |
| FEDERAL HOME LOAN BANK NOTES<br>DTD 04/16/2020 0.500% 04/14/2025 | 3130AJHU6 | 200,000.00 | AA+ | Aaa | 04/15/20 | 04/16/20 | 199,008.00 | 0.60 | 130.56 | 199,231.53 | 199,751.00 |
| FANNIE MAE NOTES<br>DTD 04/24/2020 0.625% 04/22/2025 | 3135G03U5 | 260,000.00 | AA+ | Aaa | 04/22/20 | 04/24/20 | 259,464.40 | 0.67 | 176.04 | 259,582.74 | 260,924.56 |
| FANNIE MAE NOTES<br>DTD 04/24/2020 0.625% 04/22/2025 | 3135G03U5 | 360,000.00 | AA+ | Aaa | 06/03/20 | 06/05/20 | 361,843.20 | 0.52 | 243.75 | 361,469.80 | 361,280.16 |
| FREDDIE MAC NOTES (CALLABLE)<br>DTD 05/29/2020 0.750% 05/28/2025 | 3134GVB31 | 200,000.00 | AA+ | Aaa | 06/05/20 | 06/09/20 | 199,400.00 | 0.81 | 12.50 | 199,518.08 | 199,733.00 |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Federal Agency Bond / Note** | | | | | | | | | | | |
| FANNIE MAE NOTES<br>DTD 06/19/2020 0.500% 06/17/2025 | 3135G04Z3 | 175,000.00 | AA+ | Aaa | 07/02/20 | 07/07/20 | 175,201.25 | 0.48 | 398.61 | 175,164.59 | 174,423.55 |
| FANNIE MAE NOTES<br>DTD 06/19/2020 0.500% 06/17/2025 | 3135G04Z3 | 225,000.00 | AA+ | Aaa | 10/01/20 | 10/05/20 | 226,055.25 | 0.40 | 512.50 | 225,908.28 | 224,258.85 |
| FANNIE MAE NOTES<br>DTD 06/19/2020 0.500% 06/17/2025 | 3135G04Z3 | 305,000.00 | AA+ | Aaa | 06/17/20 | 06/19/20 | 304,368.65 | 0.54 | 694.72 | 304,488.76 | 303,995.33 |
| FREDDIE MAC NOTES<br>DTD 07/23/2020 0.375% 07/21/2025 | 3137EAEU9 | 185,000.00 | AA+ | Aaa | 07/21/20 | 07/23/20 | 184,078.70 | 0.48 | 250.52 | 184,236.80 | 183,067.12 |
| FANNIE MAE NOTES<br>DTD 08/27/2020 0.375% 08/25/2025 | 3135G05X7 | 195,000.00 | AA+ | Aaa | 08/25/20 | 08/27/20 | 194,087.40 | 0.47 | 195.00 | 194,226.49 | 192,755.16 |
| FANNIE MAE NOTES<br>DTD 08/27/2020 0.375% 08/25/2025 | 3135G05X7 | 420,000.00 | AA+ | Aaa | 10/21/20 | 10/22/20 | 417,727.80 | 0.49 | 420.00 | 418,013.11 | 415,164.96 |
| FREDDIE MAC NOTES<br>DTD 09/25/2020 0.375% 09/23/2025 | 3137EAEX3 | 285,000.00 | AA+ | Aaa | 09/23/20 | 09/25/20 | 284,142.15 | 0.44 | 201.88 | 284,259.26 | 281,299.28 |
| FANNIE MAE NOTES<br>DTD 11/12/2020 0.500% 11/07/2025 | 3135G06G3 | 185,000.00 | AA+ | Aaa | 11/09/20 | 11/12/20 | 184,337.70 | 0.57 | 61.67 | 184,410.80 | 183,378.48 |
| **Security Type Sub-Total** | | **6,090,000.00** | | | | | **6,090,396.34** | **0.93** | **16,922.90** | **6,087,803.41** | **6,144,242.62** |
| **Corporate Note** | | | | | | | | | | | |
| IBM CORP BONDS<br>DTD 01/27/2017 2.500% 01/27/2022 | 459200JO5 | 400,000.00 | A- | A2 | 02/01/17 | 02/03/17 | 400,840.00 | 2.45 | 3,444.44 | 400,110.83 | 406,120.00 |
| APPLE INC CORP NOTES<br>DTD 02/09/2017 2.500% 02/09/2022 | 037833CM0 | 440,000.00 | AA+ | Aa1 | 01/07/19 | 01/09/19 | 433,470.40 | 3.01 | 3,422.22 | 438,534.17 | 446,373.40 |
| BB&T CORP (CALLABLE) NOTES<br>DTD 03/21/2017 2.750% 04/01/2022 | 05531FAX1 | 185,000.00 | A- | A3 | 04/03/18 | 04/05/18 | 181,564.55 | 3.25 | 847.92 | 184,283.20 | 188,370.89 |
| UNITED PARCEL SERVICE CORP NOTES<br>DTD 09/27/2012 2.450% 10/01/2022 | 911312AO9 | 275,000.00 | A- | A2 | 03/01/18 | 03/05/18 | 268,545.75 | 3.00 | 1,122.92 | 273,118.96 | 283,088.30 |
| ADOBE INC CORP NOTE<br>DTD 02/03/2020 1.700% 02/01/2023 | 00724PAA7 | 100,000.00 | A | A2 | 01/22/20 | 02/03/20 | 99,863.00 | 1.75 | 566.67 | 99,923.61 | 102,420.60 |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Corporate Note** | | | | | | | | | | | |
| PFIZER INC CORP NOTES<br>DTD 03/11/2019 2.950% 03/15/2024 | 717081ES8 | 260,000.00 | A+ | A2 | 04/02/19 | 04/04/19 | 263,146.00 | 2.69 | 1,619.22 | 261,749.94 | 277,856.54 |
| MORGAN STANLEY CORP NOTES (CALLABLE)<br>DTD 04/22/2021 0.731% 04/05/2024 | 61772BAA1 | 25,000.00 | BBB+ | A1 | 04/19/21 | 04/22/21 | 25,000.00 | 0.73 | 19.80 | 25,000.00 | 25,070.13 |
| MORGAN STANLEY CORP NOTES (CALLABLE)<br>DTD 04/22/2021 0.731% 04/05/2024 | 61772BAA1 | 75,000.00 | BBB+ | A1 | 04/20/21 | 04/22/21 | 75,094.50 | 0.69 | 59.39 | 75,089.20 | 75,210.37 |
| AMAZON.COM INC CORPORATE NOTES<br>DTD 05/12/2021 0.450% 05/12/2024 | 023135BW5 | 115,000.00 | AA- | A1 | 05/10/21 | 05/12/21 | 114,832.10 | 0.50 | 27.31 | 114,835.16 | 115,200.10 |
| WALMART INC CORPORATE NOTES<br>DTD 04/23/2019 2.850% 07/08/2024 | 931142EL3 | 360,000.00 | AA | Aa2 | 07/10/19 | 07/12/19 | 371,235.60 | 2.19 | 4,075.50 | 365,589.16 | 386,499.60 |
| JPMORGAN CHASE & CO CORPORATE NOTES<br>DTD 09/16/2020 0.653% 09/16/2024 | 46647PBS4 | 115,000.00 | A- | A2 | 09/09/20 | 09/16/20 | 115,000.00 | 0.65 | 156.45 | 115,000.00 | 115,392.15 |
| BANK OF AMERICA CORP (CALLABLE) CORPORAT<br>DTD 10/21/2020 0.810% 10/24/2024 | 06051GJH3 | 150,000.00 | A- | A2 | 10/16/20 | 10/21/20 | 150,000.00 | 0.81 | 124.88 | 150,000.00 | 150,807.60 |
| MICROSOFT CORP (CALLABLE) NOTES<br>DTD 02/12/2015 2.700% 02/12/2025 | 594918BB9 | 190,000.00 | AAA | Aaa | 03/15/21 | 03/17/21 | 202,921.90 | 0.92 | 1,553.25 | 202,186.82 | 203,901.54 |
| TOYOTA MOTOR CREDIT CORP CORP NOTES<br>DTD 02/13/2020 1.800% 02/13/2025 | 89236TGT6 | 60,000.00 | A+ | A1 | 05/20/20 | 05/26/20 | 60,586.20 | 1.58 | 324.00 | 60,460.05 | 62,098.26 |
| TOYOTA MOTOR CREDIT CORP CORP NOTES<br>DTD 02/13/2020 1.800% 02/13/2025 | 89236TGT6 | 90,000.00 | A+ | A1 | 05/20/20 | 05/26/20 | 90,879.30 | 1.58 | 486.00 | 90,690.08 | 93,147.39 |
| NOVARTIS CAPITAL CORP<br>DTD 02/14/2020 1.750% 02/14/2025 | 66989HAP3 | 295,000.00 | AA- | A1 | 05/06/20 | 05/08/20 | 305,504.95 | 0.98 | 1,534.41 | 303,118.02 | 305,765.73 |
| CITIGROUP INC CORPORATE NOTES<br>DTD 05/04/2021 0.981% 05/01/2025 | 172967MX6 | 50,000.00 | BBB+ | A3 | 04/27/21 | 05/04/21 | 50,000.00 | 0.98 | 36.79 | 50,000.00 | 50,317.35 |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Corporate Note** | | | | | | | | | | | |
| CITIGROUP INC CORPORATE NOTES<br>DTD 05/04/2021 0.981% 05/01/2025 | 172967MX6 | 55,000.00 | BBB+ | A3 | 04/28/21 | 05/04/21 | 55,145.75 | 0.91 | 40.46 | 55,142.95 | 55,349.09 |
| GOLDMAN SACHS GROUP INC CORPORATE NOTES<br>DTD 05/22/2015 3.750% 05/22/2025 | 38148LAE6 | 135,000.00 | BBB+ | A2 | 02/12/21 | 02/17/21 | 150,819.30 | 0.94 | 126.56 | 149,697.06 | 148,669.56 |
| **JPMORGAN CHASE & CO CORPORATE NOTES<br>DTD 06/01/2021 0.824% 06/01/2025** | **46647PCH7** | **115,000.00** | **A-** | **A2** | **05/24/21** | **06/01/21** | **115,000.00** | **0.82** | **0.00** | **115,000.00** | **115,290.03** |
| BRISTOL-MYERS SQUIBB CO CORPORATE NOTES<br>DTD 07/15/2020 3.875% 08/15/2025 | 110122DC9 | 64,000.00 | A+ | A2 | 10/01/20 | 10/05/20 | 73,070.08 | 0.89 | 730.22 | 71,782.05 | 71,612.80 |
| **Security Type Sub-Total** | | **3,554,000.00** | | | | | **3,602,519.38** | **1.91** | **20,318.41** | **3,601,311.26** | **3,678,561.43** |
| **Certificate of Deposit** | | | | | | | | | | | |
| SOCIETE GENERALE NY CERT DEPOS<br>DTD 02/19/2020 1.800% 02/14/2022 | 83369XDL9 | 190,000.00 | A-1 | P-1 | 02/14/20 | 02/19/20 | 190,000.00 | 1.80 | 1,016.50 | 190,000.00 | 191,985.50 |
| SUMITOMO MITSUI BANK NY CERT DEPOS<br>DTD 07/14/2020 0.700% 07/08/2022 | 86565CKU2 | 155,000.00 | A | A1 | 07/10/20 | 07/14/20 | 155,000.00 | 0.70 | 434.00 | 155,000.00 | 155,774.69 |
| NORDEA BANK ABP NEW YORK CERT DEPOS<br>DTD 08/29/2019 1.850% 08/26/2022 | 65558TLL7 | 280,000.00 | AA- | Aa3 | 08/27/19 | 08/29/19 | 280,000.00 | 1.84 | 1,366.94 | 280,000.00 | 285,963.16 |
| SKANDINAV ENSKILDA BANK LT CD<br>DTD 09/03/2019 1.860% 08/26/2022 | 83050PDR7 | 295,000.00 | A+ | Aa2 | 08/29/19 | 09/03/19 | 295,000.00 | 1.85 | 1,447.96 | 295,000.00 | 301,319.20 |
| DNB BANK ASA/NY LT CD<br>DTD 12/06/2019 2.040% 12/02/2022 | 23341VZT1 | 145,000.00 | AA- | Aa2 | 12/05/19 | 12/06/19 | 145,000.00 | 2.03 | 1,487.22 | 145,000.00 | 149,014.47 |
| CREDIT SUISSE NEW YORK CERT DEPOS<br>DTD 03/23/2021 0.590% 03/17/2023 | 22552G3C2 | 155,000.00 | A+ | Aa3 | 03/19/21 | 03/23/21 | 155,000.00 | 0.59 | 177.82 | 155,000.00 | 155,175.15 |
| **Security Type Sub-Total** | | **1,220,000.00** | | | | | **1,220,000.00** | **1.56** | **5,930.44** | **1,220,000.00** | **1,239,232.17** |
| **Asset-Backed Security** | | | | | | | | | | | |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Asset-Backed Security** | | | | | | | | | | | |
| HAROT 2019-1 A3<br>DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 59,898.13 | AAA | NR | 02/19/19 | 02/27/19 | 59,896.53 | 2.83 | 61.21 | 59,897.42 | 60,622.93 |
| HYUNDAI AUTO RECEIVABLES TRUST<br>DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 48,806.06 | AAA | NR | 04/03/19 | 04/10/19 | 48,799.63 | 2.66 | 57.70 | 48,802.93 | 49,365.26 |
| HAROT 2019-2 A3<br>DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 75,714.97 | NR | Aaa | 05/21/19 | 05/29/19 | 75,712.15 | 2.52 | 53.00 | 75,713.54 | 76,715.77 |
| TAOT 2019-A A3<br>DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 93,047.92 | AAA | Aaa | 02/05/19 | 02/13/19 | 93,030.97 | 2.91 | 120.34 | 93,039.79 | 94,458.79 |
| ALLYA 2019-1 A3<br>DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 35,255.80 | NR | Aaa | 02/05/19 | 02/13/19 | 35,251.54 | 2.91 | 45.60 | 35,253.67 | 35,657.87 |
| NAROT 2019-A A3<br>DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 75,784.43 | NR | Aaa | 02/05/19 | 02/13/19 | 75,772.95 | 2.90 | 97.68 | 75,778.60 | 76,823.90 |
| COPAR 2019-1 A3<br>DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 70,185.77 | AAA | Aaa | 05/21/19 | 05/30/19 | 70,171.55 | 2.51 | 78.30 | 70,177.94 | 71,057.91 |
| NAROT 2019-B A3<br>DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 82,312.37 | NR | Aaa | 05/21/19 | 05/28/19 | 82,293.76 | 2.51 | 91.46 | 82,302.14 | 83,467.08 |
| HAROT 2020-1 A3<br>DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 105,000.00 | NR | Aaa | 02/19/20 | 02/26/20 | 104,979.42 | 1.61 | 46.96 | 104,985.67 | 106,642.24 |
| TAOT 2020-A A3<br>DTD 02/12/2020 1.660% 05/15/2024 | 89232HAC9 | 140,000.00 | AAA | Aaa | 02/04/20 | 02/12/20 | 139,989.89 | 1.66 | 103.29 | 139,992.98 | 141,992.84 |
| CARMX 2020-1 A3<br>DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 100,000.00 | AAA | NR | 01/14/20 | 01/22/20 | 99,980.38 | 1.89 | 84.00 | 99,985.82 | 102,039.78 |
| HAROT 2021-1 A3<br>DTD 02/24/2021 0.270% 04/21/2025 | 43813GAC5 | 55,000.00 | NR | Aaa | 02/17/21 | 02/24/21 | 54,998.99 | 0.27 | 4.13 | 54,999.05 | 54,954.05 |
| HART 2021-A A3<br>DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 45,000.00 | AAA | NR | 04/20/21 | 04/28/21 | 44,995.27 | 0.38 | 7.60 | 44,995.37 | 45,008.78 |
| CARMX 2021-1 A3<br>DTD 01/27/2021 0.340% 12/15/2025 | 14316NAC3 | 30,000.00 | AAA | NR | 01/20/21 | 01/27/21 | 29,994.07 | 0.34 | 4.53 | 29,994.49 | 30,002.40 |

pfm FUNDS

## Managed Account Detail of Securities Held

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

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

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Asset-Backed Security** | | | | | | | | | | | |
| CARMX 2021-2 A3<br>DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 65,000.00 | AAA | NR | 04/13/21 | 04/21/21 | 64,985.99 | 0.52 | 15.02 | 64,986.32 | 64,997.60 |
| **Security Type Sub-Total** | | **1,081,005.45** | | | | | **1,080,853.09** | **1.98** | **870.82** | **1,080,905.73** | **1,093,807.20** |
| **Managed Account Sub-Total** | | **19,626,574.42** | | | | | **19,723,500.60** | **1.48** | **62,354.19** | **19,720,416.01** | **20,104,815.66** |
| **Money Market Mutual Fund** | | | | | | | | | | | |
| PFM Funds - Govt Select, Instl Cl | | 525,282.12 | AAAm | NR | | | 525,282.12 | | 0.00 | 525,282.12 | 525,282.12 |
| **Money Market Sub-Total** | | **525,282.12** | | | | | **525,282.12** | | **0.00** | **525,282.12** | **525,282.12** |
| **Securities Sub-Total** | | **$20,151,856.54** | | | | | **$20,248,782.72** | **1.48%** | **$62,354.19** | **$20,245,698.13** | **$20,630,097.78** |
| **Accrued Interest** | | | | | | | | | | | **$62,354.19** |
| **Total Investments** | | | | | | | | | | | **$20,692,451.97** |

Bolded items are forward settling trades.

pfm FUNDS

## Managed Account Security Transactions & Interest

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

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

| Transaction Type | | | | | Principal | Accrued | | Realized G/L | Realized G/L | Sale |
|---|---|---|---|---|---|---|---|---|---|---|
| Trade | Settle | Security Description | CUSIP | Par | Proceeds | Interest | Total | Cost | Amort Cost | Method |
| **BUY** | | | | | | | | | | |
| 04/27/21 | 05/04/21 | CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025 | 172967MX6 | 50,000.00 | (50,000.00) | 0.00 | (50,000.00) | | | |
| 04/28/21 | 05/04/21 | CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025 | 172967MX6 | 55,000.00 | (55,145.75) | 0.00 | (55,145.75) | | | |
| 05/10/21 | 05/12/21 | AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024 | 023135BW5 | 115,000.00 | (114,832.10) | 0.00 | (114,832.10) | | | |
| **05/24/21** | **06/01/21** | **JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025** | **46647PCH7** | **115,000.00** | **(115,000.00)** | **0.00** | **(115,000.00)** | | | |
| **Transaction Type Sub-Total** | | | | **335,000.00** | **(334,977.85)** | **0.00** | **(334,977.85)** | | | |
| **INTEREST** | | | | | | | | | | |
| 05/01/21 | 05/01/21 | MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024 | 605581MZ7 | 200,000.00 | 0.00 | 565.00 | 565.00 | | | |
| 05/01/21 | 05/25/21 | FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022 | 3137BHXY8 | 167,929.06 | 0.00 | 390.58 | 390.58 | | | |
| 05/01/21 | 05/25/21 | FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022 | 3137AWQH1 | 100,000.00 | 0.00 | 192.25 | 192.25 | | | |
| 05/01/21 | 05/25/21 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022 | 3137BLUR7 | 100,000.00 | 0.00 | 226.33 | 226.33 | | | |
| 05/01/21 | 05/25/21 | FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024 | 3137BGK24 | 110,000.00 | 0.00 | 280.68 | 280.68 | | | |
| 05/01/21 | 05/25/21 | FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021 | 3136B1XP4 | 8,427.25 | 0.00 | 25.00 | 25.00 | | | |
| 05/01/21 | 05/25/21 | FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 99,265.13 | 0.00 | 255.61 | 255.61 | | | |
| 05/01/21 | 05/25/21 | FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 119,055.69 | 0.00 | 331.95 | 331.95 | | | |
| 05/07/21 | 05/07/21 | FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025 | 3135G06G3 | 185,000.00 | 0.00 | 449.65 | 449.65 | | | |
| 05/15/21 | 05/15/21 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 39,004.24 | 0.00 | 94.59 | 94.59 | | | |

pfm FUNDS

## Managed Account Security Transactions & Interest

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

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

| Transaction Type | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
| **INTEREST** | | | | | | | | | | |
| 05/15/21 | 05/15/21 | OR ST DEPT TRANS TXBL REV BONDS<br>DTD 09/17/2020 0.566% 11/15/2024 | 68607DVA0 | 135,000.00 | 0.00 | 382.05 | 382.05 | | | |
| 05/15/21 | 05/15/21 | NAROT 2019-B A3<br>DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 89,515.53 | 0.00 | 186.49 | 186.49 | | | |
| 05/15/21 | 05/15/21 | CARMX 2021-1 A3<br>DTD 01/27/2021 0.340% 12/15/2025 | 14316NAC3 | 30,000.00 | 0.00 | 8.50 | 8.50 | | | |
| 05/15/21 | 05/15/21 | TAOT 2020-A A3<br>DTD 02/12/2020 1.660% 05/15/2024 | 89232HAC9 | 140,000.00 | 0.00 | 193.67 | 193.67 | | | |
| 05/15/21 | 05/15/21 | HART 2021-A A3<br>DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 45,000.00 | 0.00 | 8.07 | 8.07 | | | |
| 05/15/21 | 05/15/21 | COPAR 2019-1 A3<br>DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 76,819.08 | 0.00 | 160.68 | 160.68 | | | |
| 05/15/21 | 05/15/21 | TAOT 2019-A A3<br>DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 101,586.67 | 0.00 | 246.35 | 246.35 | | | |
| 05/15/21 | 05/15/21 | HYUNDAI AUTO RECEIVABLES TRUST<br>DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 54,285.15 | 0.00 | 120.33 | 120.33 | | | |
| 05/15/21 | 05/15/21 | US TREASURY NOTES<br>DTD 11/15/2013 2.750% 11/15/2023 | 912828WE6 | 355,000.00 | 0.00 | 4,881.25 | 4,881.25 | | | |
| 05/15/21 | 05/15/21 | NAROT 2019-A A3<br>DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 82,881.29 | 0.00 | 200.30 | 200.30 | | | |
| 05/15/21 | 05/15/21 | CARMX 2021-2 A3<br>DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 65,000.00 | 0.00 | 22.53 | 22.53 | | | |
| 05/15/21 | 05/15/21 | CARMX 2020-1 A3<br>DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 100,000.00 | 0.00 | 157.50 | 157.50 | | | |
| 05/18/21 | 05/18/21 | HAROT 2019-1 A3<br>DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 66,507.49 | 0.00 | 156.85 | 156.85 | | | |
| 05/21/21 | 05/21/21 | HAROT 2019-2 A3<br>DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 82,676.26 | 0.00 | 173.62 | 173.62 | | | |
| 05/21/21 | 05/21/21 | HAROT 2021-1 A3<br>DTD 02/24/2021 0.270% 04/21/2025 | 43813GAC5 | 55,000.00 | 0.00 | 12.38 | 12.38 | | | |
| 05/21/21 | 05/21/21 | HAROT 2020-1 A3<br>DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 105,000.00 | 0.00 | 140.88 | 140.88 | | | |
| 05/22/21 | 05/22/21 | FANNIE MAE NOTES<br>DTD 05/22/2020 0.250% 05/22/2023 | 3135G04O3 | 305,000.00 | 0.00 | 381.25 | 381.25 | | | |

pfm FUNDS

## Managed Account Security Transactions & Interest

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

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

| Transaction Type Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|---|---|---|---|---|---|---|---|---|---|---|
| **INTEREST** | | | | | | | | | | |
| 05/22/21 | 05/22/21 | GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025 | 38148LAE6 | 135,000.00 | 0.00 | 2,531.25 | 2,531.25 | | | |
| 05/24/21 | 05/24/21 | INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023 | 459058JM6 | 150,000.00 | 0.00 | 187.50 | 187.50 | | | |
| 05/28/21 | 05/28/21 | FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025 | 3134GVB31 | 200,000.00 | 0.00 | 750.00 | 750.00 | | | |
| 05/31/21 | 05/31/21 | US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | 9128283J7 | 1,005,000.00 | 0.00 | 10,678.13 | 10,678.13 | | | |
| 05/31/21 | 05/31/21 | US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023 | 912828U57 | 460,000.00 | 0.00 | 4,887.50 | 4,887.50 | | | |
| **Transaction Type Sub-Total** | | | | **4,967,952.84** | **0.00** | **29,278.72** | **29,278.72** | | | |
| **PAYDOWNS** | | | | | | | | | | |
| 05/01/21 | 05/25/21 | FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022 | 3137BM6P6 | 167.85 | 167.85 | 0.00 | 167.85 | (1.43) | 0.00 | |
| 05/01/21 | 05/25/21 | FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021 | 3136B1XP4 | 1,173.58 | 1,173.58 | 0.00 | 1,173.58 | (23.34) | 0.00 | |
| 05/01/21 | 05/25/21 | FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024 | 3136AJB54 | 3,410.65 | 3,410.65 | 0.00 | 3,410.65 | (165.74) | 0.00 | |
| 05/01/21 | 05/25/21 | FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022 | 3137BHXY8 | 3,356.08 | 3,356.08 | 0.00 | 3,356.08 | (20.98) | 0.00 | |
| 05/15/21 | 05/15/21 | COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 6,633.31 | 6,633.31 | 0.00 | 6,633.31 | 1.34 | 0.00 | |
| 05/15/21 | 05/15/21 | NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 7,203.16 | 7,203.16 | 0.00 | 7,203.16 | 1.63 | 0.00 | |
| 05/15/21 | 05/15/21 | NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 7,096.86 | 7,096.86 | 0.00 | 7,096.86 | 1.08 | 0.00 | |
| 05/15/21 | 05/15/21 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 3,748.44 | 3,748.44 | 0.00 | 3,748.44 | 0.45 | 0.00 | |
| 05/15/21 | 05/15/21 | HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 5,479.09 | 5,479.09 | 0.00 | 5,479.09 | 0.72 | 0.00 | |
| 05/15/21 | 05/15/21 | TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023 | 89239AAD5 | 8,538.75 | 8,538.75 | 0.00 | 8,538.75 | 1.56 | 0.00 | |

pfm FUNDS

## Managed Account Security Transactions & Interest

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

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

| Transaction Type Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|---|---|---|---|---|---|---|---|---|---|---|
| **PAYDOWNS** | | | | | | | | | | |
| 05/18/21 | 05/18/21 | HAROT 2019-1 A3<br>DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 6,609.36 | 6,609.36 | 0.00 | 6,609.36 | 0.18 | 0.00 | |
| 05/21/21 | 05/21/21 | HAROT 2019-2 A3<br>DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 6,961.29 | 6,961.29 | 0.00 | 6,961.29 | 0.26 | 0.00 | |
| **Transaction Type Sub-Total** | | | | **60,378.42** | **60,378.42** | **0.00** | **60,378.42** | **(204.27)** | **0.00** | |
| **SELL** | | | | | | | | | | |
| 04/27/21 | 05/03/21 | FREDDIE MAC NOTES<br>DTD 12/04/2020 0.250% 12/04/2023 | 3137EAFA2 | 50,000.00 | 49,949.50 | 51.74 | 50,001.24 | (1.00) | (7.78) | FIFO |
| 04/28/21 | 05/04/21 | FREDDIE MAC NOTES<br>DTD 12/04/2020 0.250% 12/04/2023 | 3137EAFA2 | 55,000.00 | 54,952.15 | 57.29 | 55,009.44 | 6.60 | (0.91) | FIFO |
| 05/11/21 | 05/12/21 | FANNIE MAE NOTES<br>DTD 04/10/2017 1.875% 04/05/2022 | 3135G0T45 | 115,000.00 | 116,872.20 | 221.61 | 117,093.81 | 1,889.45 | 1,875.45 | FIFO |
| **Transaction Type Sub-Total** | | | | **220,000.00** | **221,773.85** | **330.64** | **222,104.49** | **1,895.05** | **1,866.76** | |
| **Managed Account Sub-Total** | | | | | **(52,825.58)** | **29,609.36** | **(23,216.22)** | **1,690.78** | **1,866.76** | |
| **Total Security Transactions** | | | | | **($52,825.58)** | **$29,609.36** | **($23,216.22)** | **$1,690.78** | **$1,866.76** | |

Bolded items are forward settling trades.

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Dr. Gabriel Martin, City Manager

Nathan Statham, Finance Director

Maritza Martinez, Public Works Director

Sandy Krause, Human Resources Manager

**SUBJECT:** Resolution No. 2021-55 Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Bargaining Unit

---

## STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2021-55 approving the ratification of a two year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees bargaining unit; authorize the City Manager to execute said MOU; and authorize the City Attorney to make non-substantive changes.

## BACKGROUND:

In October 2019, the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2019 and ending June 30, 2021.

## DISCUSSION/ANALYSIS:

Since May 25, 2021, the City and the Sanitary and Miscellaneous Employees unit held nine (9) meet and confer meetings to reach agreement on a successor MOU. On August 16, 2021, the City and the Sanitary and Miscellaneous Employees unit reached tentative agreement on terms and conditions for a new two year MOU ending June 30, 2023. On August 23, 2021, the Sanitary and Miscellaneous Employees unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below and included in the attached proposed MOU:

1. Base Salary and Class Titles (Article 4, Section 1)

   Language updated to reflect new contract date. Employees will receive a 3.5% COLA effective 7/1/21 and 7/1/22. If cannabis tax revenue increases at least $800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.

2. Premium Pay (Article 4, Section 2)

   New language. New employees required to operate heavy equipment shall receive eight hours of training. Current employees that operate heavy equipment shall receive yearly refresher course. Training to consist of pre-trip and post-trip inspections, air brake test, operation of equipment, and road test. After completion and passing of training they will be certified to operate heavy equipment. All heavy equipment vehicles will be supplied with Vehicle Inspection Report books per DOT guidance.

3. Overtime Compensation (Article 5, Section 1)

   Language updated. Employees will be given forty-eight hours advance notice if overtime is required.

4. Call-Out and Reporting Pay (Article 5, Section 3)

   New language. Any employee on approved leave that is contacted and the phone call is for informational purposes only and the call is no longer than 10 minutes receives no compensation. Any call lasting longer than ten minutes will be compensated at least one hour call out pay. If requested to come to work they will be compensated by the procedure established in this article.

5. Bilingual Pay (Article 5, Section 4)

   Assistant Engineer and Public Works/Landscape and Lighting Inspector positions will receive 5% of base salary instead of $25 per pay period. Utility Clerk I/II position will be added and will receive 5% of base salary.

6. Certificate Pay (Article 5, Section 5)

   New language. Treatment Plant Operator I/II/III and Water Service Worker I/II/III will receive monthly compensation for the following certifications only if they are not already a requirement per their job description.

   Treatment Plant Operator and Water Service Worker job classifications will receive $25 dollars a month, per certificate, for obtaining Collections Grade II, Wastewater Treatment II or Water Distribution II certification.

   Treatment Plant Operator and Water Service Worker job classifications will receive $35 dollars a month, per certificate, for obtaining Collections Grade III, Wastewater Treatment III or Water Distribution II certification.

7. Longevity Pay (Article 5, Section 6)

New language. City Miscellaneous employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

*For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

8. Medical Benefits Reopener (Article 6, Section 2)

New language. If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

9. Retirement (Article 6, Section 3.C.)

Obsolete language removed regarding City's contribution towards retiree medical premiums in 2019 and 2020.

10. Notification of Sickness (Article 6, Section 4.F)

Language updated to reflect existing law under SB 579.

11. Holidays (Article 6, Section 5)

June 19, Juneteenth, added to the paid holiday schedule.

12. Safety Equipment (Article 6, Section 8)

Safety shoe allowance increases from $250.00 for one pair of shoes to $500.00 for two pairs of shoes.

13. Changes in Compensation and Benefits (Article 8, Section 3)

Language updated to reflect unit members shall receive the equivalent increase in the event any bargaining unit or non-bargaining unit member receives any economic benefit during the term of this agreement.

14. D.R.I.V.E. (Democrat, Republican, Independent Voter Education) Voluntary Contributions (Article 9)

New language. Union to notify City of employees who sign up to contribute to Teamsters' political action committee via payroll deduction.

15. Grievances (Article 11)

Language updated to clarify existing procedures and to add impartial mediation.

16. Salary and Man Power Study for Utilities (Article 12)

New language. The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing a manpower study. Manpower study for utility plant operation classifications to be completed within 1 year of contract ratification. City will meet and confer with the Union regarding implementation of and position and/or salary recommendations based on both studies.

17. Effective Dates (Article 17, Section 1)

Term of Agreement will be July 1, 2021 through June 30, 2023.

18. Reopener (Article 16)

Removal of obsolete language.

Attached is a strike out version of the Memorandum of Understanding showing the additions and deletions to the Agreement.

**ALTERNATIVES:**

Do not approve the action the ratification of the Memorandum of Understanding between the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit.

**FISCAL IMPACT:**

The total fiscal impact for all funds for FY 21/22 is $159,800; of which $100,114 is already allocated for in the current budget. Council to appropriate $59,686 from the applicable fund.

Attachments:
Resolution No. 2021-55
Proposed MOU

**RESOLUTION NO. 2021-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE RATIFICATION OF A TWO YEAR MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF COACHELLA AND TEAMSTERS LOCAL 1932, REPRESENTING THE SANITARY AND MISCELLANEOUS EMPLOYEES BARGAINING UNIT**

**WHEREAS,** on October 17, 2019, the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2019 and ending June 30, 2021.

**WHEREAS**, since May 25, 2021, the City and the Sanitary and Miscellaneous Employees unit have held nine (9) meet and confer meetings to reach agreement on a successor MOU. On August 16, 2021, the City and the Sanitary and Miscellaneous Employees unit reached tentative agreement on terms and conditions for a new two year MOU beginning July 1, 2021 and ending June 30, 2023. On August 23, 2021, the Sanitary and Miscellaneous Employees unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below:

1. Base Salary and Class Titles (Article 4, Section 1)
   Language updated to reflect new contract date. Employees will receive a 3.5% COLA effective 7/1/21 and 7/1/22. If cannabis tax revenue increases at least $800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.

2. Premium Pay (Article 4, Section 2)
   New language. New employees required to operate heavy equipment shall receive eight hours of training. Current employees that operate heavy equipment shall receive yearly refresher course. Training to consist of pre-trip and post-trip inspections, air brake test, operation of equipment, and road test. After completion and passing of training they will be certified to operate heavy equipment. All heavy equipment vehicles will be supplied with Vehicle Inspection Report books per DOT guidance.

3. Overtime Compensation (Article 5, Section 1)
   Language updated. Employees will be given forty-eight hours advance notice if overtime is required.

4. Call-Out and Reporting Pay (Article 5, Section 3)
   New language. Any employee on approved leave that is contacted and the phone call is for informational purposes only and the call is no longer than 10 minutes receives no compensation. Any call lasting longer than ten minutes will be compensated at least one hour call out pay. If requested to come to work they will be compensated by the procedure established in this article.

5. Bilingual Pay (Article 5, Section 4)
   Assistant Engineer and Public Works/Landscape and Lighting Inspector positions will receive 5% of base salary instead of $25 per pay period. Utility Clerk I/II position will be added and will receive 5% of base salary.

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New language. Treatment Plant Operator I/II/III and Water Service Worker I/II/III will receive monthly compensation for the following certifications only if they are not already a requirement per their job description.

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New language. City Miscellaneous employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

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New language. If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

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Obsolete language removed regarding City's contribution towards retiree medical premiums in 2019 and 2020.

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June 19, Juneteenth, added to the paid holiday schedule.

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Language updated to reflect unit members shall receive the equivalent increase in the event any bargaining unit or non-bargaining unit member receives any economic benefit during the term of this agreement.

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New language. Union to notify City of employees who sign up to contribute to Teamsters' political action committee via payroll deduction.

15. Grievances (Article 11)
Language updated to clarify existing procedures and to add impartial mediation.

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17. Effective Dates (Article 17, Section 1)
Term of Agreement will be July 1, 2021 through June 30, 2023.

18. Reopener (Article 16)
Removal of obsolete language

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

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

**Section 2. Title.** Adopt Resolution No. 2021-55, a Resolution of the City Council of Coachella, California, Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Unit.

**PASSED, APPROVED** and **ADOPTED** this 8th day of September 2021.

_____

Steven A. Hernandez
Mayor

**ATTEST**:

_____
Angela M. Zepeda
City Clerk

**APPROVED AS TO FORM:**

_____
Carlos Campos
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-55 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8th day of September 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Andrea J. Carranza, MMC
Deputy City Clerk

DRAFT

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# THE CITY OF COACHELLA

# AND

# TEAMSTERS LOCAL 1932

# SANITARY EMPLOYEES AND MISCELLANEOUS EMPLOYEES

## JULY 1, ~~2019~~2021 – JUNE 30, ~~2021~~ 2023

# TEAMSTERS LOCAL 1932
# SANITARY EMPLOYEES AND MISCELLANEOUS EMPLOYEES
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# ARTICLE 1 – PREAMBLE

## SECTION 1. INTENT

It is the intent and purpose of the City of Coachella and the Teamsters Local 1932, representing the employees of the City, that this Memorandum of Understanding ("Agreement") shall set forth rates of pay, hours of work, as well as other terms and conditions of employment to be observed by both parties.

This Agreement has been developed in the interest of promoting and improving employee relations between the City of Coachella, California, hereinafter referred to as the City, and Teamsters Local 1932, hereinafter referred to as "Teamsters 1932".

Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

## SECTION 2. RECOGNITION OF UNION

The City of Coachella acknowledges Teamsters Local 1932 ("Teamsters 1932") as the sole and exclusive bargaining representative for the following unit:

1. INCLUDED: All permanent full-time and probationary employees in the classified service of the City, including but not limited to those classifications listed in Appendix A to this Memorandum of Understanding ("MOU") as well as all permanent full-time employees who are not within the classified service performing work within the scope of the job descriptions of employees in the classified service of the City.
2. EXCLUDED: All temporary employees as defined in and limited by Article 14 of this Agreement, part-time employees, and all management, confidential and supervisory personnel.
3. When the City creates a new job classification, the City shall give written notice (letter, email, FAX) to Teamsters 1932 of the bargaining unit assignment, if any, of such classification and the pay range of the classification. Teamsters 1932 shall have ten (10) working days (Monday-Thursday, excluding holidays) after mailing of such notice to contest the City's assignment of the newly created classification to another bargaining unit or to non-bargaining unit status. If Teamsters 1932 timely contests the assignment of the newly created classification, the parties shall

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meet to make an effort to reach agreement within ten (10) working days (Monday-Thursday, excluding holidays) on the bargaining unit assignment for the classification. If no agreement within the prescribed timeframe, the City's determination will be final.

## ARTICLE 2 – MANAGEMENT RIGHTS

Teamsters Local 1932 recognizes that the City has the authority to manage and direct, on behalf of the public, all operations and activities of the City to the full extent authorized by law.

1. The City retains the exclusive right to manage and direct City services, the performance of and the work force performing such services. The City retains all of its exclusive management rights, which include, but are not limited to:

   a. determine the mission of its constituent departments, commission, boards and issues of public policy;
   b. set standards and levels of service;
   c. determine the procedures and standards of selection for employment and promotions;
   d. direct its employees;
   e. establish and enforce dress and grooming standards;
   f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
   g. maintain the efficiency of governmental operations;
   h. determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
   i. determine the content and intent of job classifications;
   j. determine methods of financing;
   k. determine style and/or type of City-issued wearing apparel, equipment or technology to be used;
   l. determine and/or change the facilities, methods, technology, means, organization structure and site and composition of the work force and allocate and assign work by which the City operations are to be conducted;

m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;

n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

o. establish and modify productivity and performance programs and standards;

p. for good cause, to discharge, suspend, demote, reprimand, withhold salary and benefits or otherwise discipline employees in accordance with applicable law;

q. establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith; take all necessary actions to carry out its mission in emergencies;

r. exercise complete control and discretion over its organization and the technology or performing its work; and

s. establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.

2. The exercise by the City through its Council and management representatives, City Manager, Department Directors and Executives, of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

## ARTICLE 3 – BASIS FOR COMPENSATION

**SECTION 1. SALARY ADVANCEMENTS WITHIN BASE PAY RANGE**

Salary ranges are established to provide fair compensation to each position covered by this Agreement. Initial appointments shall be made at the minimum step within the approved pay range. The City Manager may approve a higher starting step if the best interests of the City so require.

**SECTION 2. STEP ADVANCEMENT**

A. Salary advancement within each class shall not be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the



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Department Head and approved by the City Manager. Merit increases shall be effective on the employee's anniversary date.

B. Upon successful and satisfactory completion of six (6) months of service, an eligible employee may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within the range is reached.

C. Merit increases will be provided for eligible employees based on performance evaluation conducted on employee's service anniversary date and as outlined in this MOU.

D. The City implemented a performance step recognizing outstanding performance on January 1, 2012. An employee's advancement to the performance step is based on his/her achievement, over the course of the performance appraisal period following his/her anniversary date, of the goals and objectives established and agreed upon between the employee and his/her supervisor and approved by the Director and City Manager. The Labor/Management Committee adopted the appraisal tool criteria for what constitutes outstanding service and goals and objectives in order to be eligible for the performance step on April 1, 2012.

**SECTION 3. PROMOTION**

A. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%).

B. Upon successful completion of six (6) months of service in the new class, an employee placed in Step A of the salary schedule may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within range is reached.

**SECTION 4. RECLASSIFICATION**

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds the employee's present rate of pay by a minimum of five percent (5%) of the employee's base rate of pay.

**SECTION 5. DEMOTION**

When an employee is demoted, the employee's base pay rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause. If the demotion



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is for cause, the employee's pay rate shall be set at any appropriate step rate in the lower range that is less than the employee's existing salary as determined by the City Manager.

**SECTION 6. METHODS OF COMPENSATION**

A. Compensation shall be determined on an hourly basis.

B. Payments due shall be paid on a bi-weekly basis unless otherwise specified. By mutual consent of the parties, early payments and other modifications can be made.

C. Base hourly salary shall be considered as the regular rate of pay for a particular classification without consideration of any other form of compensation.

D. No employee may take time off from normal working hours (excluding meal periods) for the purpose of depositing a pay check.

**SECTION 7. REQUIREMENTS AS TO CONTINUITY OF SERVICE**

A. Service requirements for advancement within a base salary range and vacation shall be based on continuous service as a regular employee.

B. Leaves of absence without pay in excess of five (5) days, except for extended military leave, shall be deducted in computing total service but shall not interrupt continuous service.

C. All unauthorized absences without leave shall be grounds for disciplinary action.

## ARTICLE 4 – REGULAR COMPENSATION

**SECTION 1. BASE HOURLY SALARY AND CLASS TITLES**

The hourly wages effective July 1, 20~~19~~21 through June 30, 202~~1~~3 for employees covered by this Agreement are set forth in the Salary Schedule (Appendix A) to this Agreement. Appendix A reflects a three and one-half percent (3.5%) cost of living adjustment effective July 1, 20~~19~~21. Appendix B reflects a three and one-half percent (3.5%) cost of living adjustment effective July 1, 202~~0~~2.

For the period of July 1, 20~~19~~21 through June 30, 202~~1~~3, employees will receive an hourly wage based on a forty (40) hour work week.

If cannabis tax revenue increases at least $800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.

**SECTION 2. PREMIUM PAY**



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~~Occasionally, employees will be assigned to do work requiring specific skills and to perform duties not regularly part of their actual job specification that are the duties of a higher paid classification. These~~

1. ~~These t~~Temporary assignments are on a spot basis and do not encompass an entire work day. These employees will receive premium pay for the hours actually worked on the special assignment. Assignments shall be made by the Department Head, subject to the approval of the City Manager. Premium pay shall be paid at the rate of three dollars ($3.00) per hour. This payment only applies to employees required to operate heavy equipment. Employees shall be entitled to a minimum of two (2) hours pay for each assignment.

2. All new employees that are required to operate heavy equipment shall receive eight (8) hours of training before they operate any heavy equipment. Any current employee that operates heavy equipment shall receive a yearly refresher course on or soon after their anniversary date.

   The training will consist of:

   - Pre-trip and post-trip inspections
   - Air brake test
   - Operation of equipment
   - Road test

   After completion and passing the training, they will be certified to operate heavy equipment. All heavy equipment vehicles will be supplied with Vehicle Inspection Report books per DOT guidance.

**SECTION 3. ACTING PAY**

When an employee is asked to substitute in a position higher than the one he/she regularly fills, that employee will be entitled to pay equal to the first step of that higher position (not less than five percent (5%) increase beyond his/her current compensation) for the period of time the employee is asked to take over the duties of the higher level position. An employee will be eligible to earn acting pay at the start of the first day the employee works outside of his/her regular classification.

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# ARTICLE 5 – SPECIAL COMPENSATION

## SECTION 1. OVERTIME COMPENSATION

A. Employees may be required to work overtime if no employee volunteers or in case of an emergency. Employees will be given forty eight (48) hours advanced notice if overtime is required.

B. Overtime is work directed to be performed in addition to work of the normal work period for a specific classification. Payment for overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate.

Overtime hours worked will be paid in excess of ten (10) hours worked per day or in excess of forty (40) hours worked per week.

Holiday (including floating holiday) and vacation time used during a work week will count as hours worked for purposes of computing overtime pay for payroll purposes. Compensatory time and sick time used during a work week will not count as hours worked for purposes of computing overtime pay for payroll purposes.

C. All SCHEDULED overtime and compensatory (comp.) time worked by a non-exempt employee must be approved IN ADVANCE by both the Department Head and the City Manager (or designee) PRIOR to being worked. Evening and weekend EMERGENCY calls must be reported to the Department Head and the City Manager (or designee) on the next working day. Occasional overtime and/or compensatory time required to be worked at the end of the day requires only Department Head approval. Because unauthorized overtime and compensatory time are against City policy, employees who work unauthorized overtime and compensatory time are subject to discipline, up to and including termination.

D. At the discretion of the Department Head and with the agreement of the employee, compensatory time off may be substituted in lieu of paid overtime. However, no employee may accrue more than one-hundred twenty (120) hours of compensatory time off.

E. Employees shall have the option of receiving monetary compensation for overtime work or compensatory time off.

F. Voluntary Special Event Overtime – in instances where voluntary overtime is requested for special events, the City shall post a voluntary sign-up sheet in all

departments four (4) weeks prior to the event, and the suggested number of employees. The sign-up sheets will be posted for four (4) business days. The top senior employees who possess the skills required to perform the overtime will be chosen two (2) weeks prior to the scheduled overtime. If the required number of employees is not met, overtime will be mandatory and the City shall use inverse seniority until it reaches the number of employees necessary.

**SECTION 2. STANDBY PAY**

Standby pay will be paid at the rate of eighty five dollars ($85.00) for a two (2) day weekend and one-hundred thirty five dollars ($135.00) for a three (3) day weekend. Standby pay will be paid at the rate of two-hundred twenty five dollars ($225.00) for a seven (7) day week not including a holiday and two-hundred fifty dollars ($250.00) for a week including a holiday. For purposes of this provision the workweek begins at 12:01 p.m. Saturday and concludes 12:00 midnight the following Friday.

The City agrees to implement a standby rotation system in each division.

**SECTION 3. CALL-OUT AND REPORTING PAY**

The City agrees to implement an overtime/call-out rotation system for each individual field division. Each individual field division will rotate overtime/call-out assignments within each field division's non-supervisory employees so that line employees are assigned to overtime/call-out duty in an equitable manner, based upon skill set required to complete said overtime/call-out assignment.

Any employee that is on approved leave that is contacted, and the phone call is for informational purposes only and the call is no longer than ten (10) minutes, there will be no compensation. Any call lasting longer than ten (10) minutes, they will be compensated at least one (1) hour call out pay. If requested to come to work, they will be compensated by the procedure established in this article. Disputes over the application of this provision can be processed through the grievance procedure.

If an employee actually works more than two (2) hours call out on any day he/she will be paid for four (4) hours. If he/she works more than four (4) hours call out on any day he/she shall receive eight (8) hours pay. The minimum hour provision in this section shall be paid once for any twenty-four (24) hour day beginning at 12:01 a.m. and ending the following midnight.



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## SECTION 4. BILINGUAL PAY

A. Additional compensation in the amount of five percent (5%) of base salary may be paid to staff in the following positions whose primary responsibilities require the ability to speak Spanish:

- Accounting Technician (Payroll)
- Accounting Technician (Utilities)
- Assistant Engineer
- Business License Technician
- Code Enforcement Aide
- Code Enforcement Officer
- Department Assistant I/II (Administration)
- Department Assistant I/II (Engineering Services)
- Department Assistant I/II (Public Works)
- Department Assistant I/II (Utilities)
- Engineering Technician
- Human Resources Technician
- Parks Ranger
- Planning Technician
- Public Works/Landscape and Lighting Inspector
- Recreation Services Coordinator
- Senior Center Assistant
- Senior Center Coordinator
- Utility Clerk I/II
- Water Service Worker II

B. Additional compensation in the amount of twenty-five dollars ($25.00) per pay period for employees who use their conversational Spanish skills when interacting with the public on a more limited basis:

- Accountant
- Accounting Technician (Finance)
- ~~Assistant Engineer~~

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- Custodian/Building Maintenance
- Heavy Equipment Operator
- ~~Public Works/Landscape and Lighting Inspector~~
- Public Works Maintenance Workers (Streets and Parks)
- Senior Accountant
- Senior Maintenance Worker
- Senior Water Service Worker I/II/III/IV
- Street Sweeper Operator
- Treatment Plant Operator Trainee/I/II/III
- Vehicle/Equipment Mechanic I/II
- Water Service Worker I/II

B. To be eligible to receive bilingual pay, an employee must be serving in an eligible classification and be certified by the City to receive such pay. The City may periodically require evaluation of incumbents receiving bilingual pay.

## SECTION 5. CERTIFICATE PAY

Treatment Plant Operator I/II/III and Water Service Worker I/II/III will receive monthly compensation for the following certifications only if they are not already a requirement per their job description.

Treatment Plant Operator and Water Service Worker job classifications will receive twenty-five ($25) dollars a month, per certificate, for obtaining Collections Grade II, Wastewater Treatment II or Water Distribution II certification.

Treatment Plant Operator and Water Service Worker job classifications will receive thirty-five ($35) dollars a month, per certificate, for obtaining Collections Grade III, Wastewater Treatment III or Water Distribution III certification.

## SECTION 6. LONGEVITY PAY

City Miscellaneous employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be



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considered when determining the appropriate rate of pay for a promotion or demotion. Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

*For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

## ARTICLE 6 – WAGE SUPPLEMENTAL BENEFITS

**SECTION 1. EMPLOYEE INSURANCE**

A. Health and Medical Insurance

1. The City will pay up to the median cost of the CalPERS medical premium for single, two-party, and family coverage for employees, spouses, domestic partners and dependents. The specific dollar amounts will change each year based upon CalPERS' rates.
2. Employees with duplicate health coverage may choose to cash in five hundred twenty-five dollars ($525.00). An employee must submit a written request for payment and annual evidence of duplicate coverage.

B. Life Insurance

The City will provide a $150,000 policy for each employee.

C. Optical and Dental

1. The City will pay full premiums for both optical and dental benefits for employee and dependents.
2. The employees will have the option of having vision coverage of which the City will pay the premiums for the term of this MOU.
3. Employees may decline vision coverage, thereby waiving such coverage and shall receive in cash the fees which would have been paid in the form of such insurance premiums.

D. Long Term and Short Term Disability

All employees are covered by a long term and short term disability insurance policy. The City shall pay the premium for these disability insurance policies.

## SECTION 2. MEDICAL BENEFITS REOPENER

If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

## SECTION ~~2~~3.RETIREMENT

A. The City contracts with the California Public Retirement System (CalPERS). Effective October 20, 2012, the City adopted a two-tier retirement plan:

- Employees hired prior to October 20, 2012 are covered under the 3%@ 60 CalPERS Plan and will be on the "One Year Final Compensation" benefit plan. Employees under the 3%@60 CalPERS Plan (First Level) currently pay an 8% member contribution. This amount is set by CalPERS.
- Employees hired on or after October 20, 2012 are covered under the 2%@60 CalPERS Plan (Second Level) and will be on the "Three Year Final Compensation" benefit plan. Employees under the 2%@60 CalPERS Plan currently pay a 7% member contribution. This amount is set by CalPERS.
- Effective January 1, 2013, new employees are covered under the 2%@62 CalPERS Plan (PEPRA) and will be on the "Three Year Final Compensation" benefit plan. Employees under the 2%@62 CalPERS Plan currently pay a 6.75% member contribution. This amount is set by CalPERS.

B. The City agrees to pay two dollars ($2.00) per month for the employee's participation in the 1959 PERS Survivor's Benefit Program (Government Code sections 21570 et seq.) The PERS premium for uniformed employees shall be paid by employees.

C. The City currently contributes the following amount towards an eligible retiree's CalPERS medical premium:

~~2019 - $229.50 per month~~

~~2020 - $243.00 per month~~

2021 - $256.50 per month

2022 - $270.00 per month



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2023 - $270.00 per month

**SECTION ~~3~~4.SICK LEAVE**

A. Sick leave shall be earned at the rate of ten (10) hours per month. For purposes of determining annual cash-out or carryover of accumulated sick leave, unused sick leave will be accrued at the rate of ten (10) hours per month and the cash-out carryover will be determined on that rate.

B. Sick leave shall be accrued to a maximum of 200 days.

C. Cash Out: Termination

1. Retirement: fifty percent (50%) of accrued sick leave.
2. Layoff: fifty percent (50%) of accrued sick leave.
3. Death: fifty percent (50%) of accrued sick leave.
4. Discharged: None

D. Cash Out: Annual

1. Employees have the option of saving all of their yearly sick leave or being paid for it in accordance with these provisions.
2. Payment provisions for unused sick leave shall be based on a fiscal year basis (July 1 to June 30).
3. Employees may cash in, convert to vacation, or accrue one-half of their annual unused sick leave hours at the end of each fiscal year. If none of these options are exercised by the employee, the unused sick leave will automatically be accrued.
4. Sick leave computation pay shall be based on an employee's hourly rate as of June 30, except for retirement or layoff.
5. Upon retirement, employees shall be paid in accordance with the average number of annual hours accumulated and based on the same schedule as the annual cash out. Payment shall be computed at employee's hourly rate at separation.

E. Use of Sick Leave

Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.

F. Notification of Sickness

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1. To receive compensation while absent on sick leave, an employee shall notify his/her immediate supervisor in the manner provided for in Departmental rules and regulations or as otherwise allowed by law.
2. When an employee requests sick leave, the City shall follow the guidelines outlined in SB 579 and all other applicable laws to determine whether a doctor's note will be required. ~~absent for more than three (3) consecutive working days, the employee's illness must be verified by a written statement from an attending physician or a personal affidavit stating the fact of the medical necessity for the absence, and the employee shall furnish any other proof of sickness reasonably required by the Department Head or the City Manager.~~

G. Family Sick Leave

1. In case of illness of a member of the employee's immediate family, the employee, upon reasonable notice, may take up to one-half of his/her annual sick leave accrual for family sick leave.
2. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, stepchild, or guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
3. Family sick leave shall be deducted from the employee's accumulated sick leave.

H. Return From Sick Leave

Upon return from sick leave, an employee may be required by the Department Head to report for an examination by a City-selected physician to determine fitness for duty.

## SECTION 45. HOLIDAYS

A. The following days shall be considered paid holidays.

- New Year's Eve
- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day

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- Cesar Chavez's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

B. If the holiday falls on a Friday or Saturday, it will be observed on the Thursday before as a legal holiday. In addition, if a holiday falls on a Sunday, it will be observed the following Monday. In the case that the City has a holiday closure, December 24th thru January 1st, employees may use vacation, compensatory time, and floating holidays. In the event employees do not have enough hours for coverage of time lost due to the closure of the City, the City will allow employees to carry a negative balance. Any accruals earned after January 1st will be used to clear an employee's negative balance.

C. Floating Holidays

1. In lieu of former holidays (Lincoln's Birthday, Admission Day, and Day After Thanksgiving), employees shall earn three (3) floating holidays.
2. Floating holidays shall be earned on July 1, and shall be taken during the period between July 1 through June 30 of each year. As of June 30, the floating holidays earned in a fiscal year and unused shall either be cashed out or converted to vacation and carried over to the next fiscal year at the employee's option.

D. Employees who work on a paid holiday shall be paid at the rate of time and one-half their normal hourly rate, in addition to the straight time pay they normally receive for the holiday, with a minimum of two (2) hours "call in" time guaranteed.

E. There shall be no accrual of holiday time off.

**SECTION ~~5~~6 VACATION**

A. Employees shall earn vacation as follows:



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1. 1st year through 3rd year of service– eleven (11) days per year.
2. 4th year through 10th year of service – sixteen (16) days per year.
3. 11th year through 15th year of service – twenty (20) days per year.
4. 16th year through 20th year of service – twenty-five (25) days per year.
5. Over twenty (20) years of service – thirty (30) days per year.

B. An employee may accrue up to the amount that employee accrues in two (2) years. Once this maximum amount has been accrued, the employee shall accrue no further vacation until the accrued level has been reduced to below the maximum. The employee will then again begin accruing but at no time shall the employee's level accrued vacation exceed the amount of vacation that the employee accrues in two (2) years.

C. The time of taking vacation shall be determined by the Department Head, subject to review by the City Manager. An employee may take vacation only in increments of full days or complete shifts. A Department Head may approve smaller increments of not less than four (4) hours.

D. Subject to filing an official request, an employee may cash in up to eighty (80) hours of vacation annually (based on fiscal year: July 1-June 30).

E. Prior to an employee taking of vacation time, he/she may request and, upon such approval, shall receive a payroll check for the wages which normally would be earned during the duration of the employee's vacation. Employees must give one pay period advance notice of such a request.

## SECTION ~~6~~7 BEREAVEMENT LEAVE

A. Employees shall be granted three (3) days bereavement leave for purposes of arranging and attending the funeral of a member of the employee's immediate family. Bereavement leave shall only be granted on the employee's regularly scheduled work days. Bereavement leave shall not be deducted from an employee's accrued sick leave.

B. Immediate family is defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, child, stepchild, guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.

C. The City may require an employee to submit evidence of the relationship to the employee and the death of the immediate family member.

**SECTION ~~7~~8 SAFETY EQUIPMENT AND UNIFORMS**

A. Uniforms

In the event the City requires employees to wear a special uniform, the City agrees to furnish said uniforms and the laundry thereof at no cost to the employees. Employees provided uniforms shall receive five (5) shirt and pant changes per week.

B. Safety Shoes

Any employee covered by this agreement whose duties require them to perform work which expose their feet to potential harm or danger shall be required to wear safety shoes during working hours. The specifications for the shoes will be determined by the City. The City shall provide ~~one (1~~) two pairs of shoes every July, and will contribute up to ~~two-hundred-fifty~~ five hundred (~~$250.00~~$500.00) dollars, plus sales tax, towards the purchase. If an employee chooses a shoe whose cost is above what the City contributes, it shall be the responsibility of the employee to pay the difference. The employee must demonstrate to their supervisor that the shoes they wish to replace need to be replaced. Should an employee's work render the shoes ineffective for purposes of foot safety in a period of less than twelve (12) months, that employee must demonstrate to their supervisor or Department Head that the shoes need to be replaced before a second pair will be provided.

C. A City cell phone shall be provided to all workers when placed on standby status.

**SECTION ~~8~~9 JURY DUTY**

An employee who is summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary. All jury duty fees received by an employee shall be paid to the City. Compensation for mileage or subsistence allowances while serving on a jury are not considered as a fee and shall be retained by the employee. Any employee who is called as a witness arising out of any matter in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by an employee shall be paid to the City along with any mileage payment if the employee uses City transportation. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

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Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking an exemption or excuse from jury duty or as a witness as may legally be available, or postponement of such service when absence by the employee would create undue hardship for the employer or the employee's department, or would materially affect required service to the public.

**SECTION ~~9~~10. STATE DISABILITY INSURANCE**

All employees covered by this Agreement are covered by the State of California Disability Insurance program. The costs of participating in the program are paid for by the employees.

**SECTION 1~~0~~1. EMPLOYEE PHYSICAL EXAMINATION**

The City reserves the right to require an employee to submit to a fitness for duty medical examination. In doing so, the City shall comply with the pertinent requirements of the U.S. Americans with Disabilities Act and the California Fair Employment & Housing Act. The City shall pay the cost of the examination. An employee may elect to be examined by his/her physician. If an employee elects to be examined by his/her physician the employee must pay the cost of the examination, and have all City supplied examination forms completed and returned to the City. An employee who fails to comply with the provisions of this section may be disciplined and required to submit to an examination by a City selected physician. The employee shall pay the cost of such an examination. Examinations shall not include testing for drugs.

**SECTION 1~~1~~2. EDUCATION REIMBURSEMENT**

The City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in job related courses. Payment is predicated on an employee receiving a 2.0 grade or better, and is based upon a fiscal year. The City will also reimburse employees one hundred percent (100%) of the cost of job-related college preparatory classes, certifications, professional licensure preparatory classes, vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses. The cost to the City for the reimbursements shall not exceed five thousand dollars ($5,000) per employee for a twelve (12) month period. Requests for reimbursement must be submitted and approved prior to enrolling in a course or applying for a certification, license or renewal.

**SECTION 1~~2~~3. MEDICAL FLEX PLAN**



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The City will provide and administer an "employee benefits plan" for medical expenses pursuant to Section 125 of the Internal Revenue Service Code. Participation in the plan is voluntary. The annual deduction is determined by the Internal Revenue Service.

## ARTICLE 7 – WORKING CONDITIONS

### SECTION 1. HOURS OF WORK

All departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the services performed by the City makes it impossible for all departments to operate on the same schedule of working hours.

A. The employees' normal work period shall be based on a 4/10 work schedule, whereby employees will work ten (10) hours per day Monday through Thursday, between the hours of 5:00 a.m. and 6:00 p.m., with the exception of Senior Center employees, who will be off either Monday or Friday as determined by the City Manager or designee, the Park Ranger who will work weekends and receive two (2) consecutive days off, and one Building Maintenance Worker who will be off Sunday, Monday, and Tuesday.

B. Overtime shall be paid for hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per workweek.

C. Holidays, floating holidays and vacation hours will be computed at the rate of ten (10) hours per day.

D. Work schedules for the Senior Center, Park Ranger, and Building Maintenance Worker employees may vary from the above alternative work schedules based on operational needs. Employees at the Senior Center shall work a 9/80 schedule, Park Ranger employees shall work five (5) days a week, eight (8) hours a day with two (2) consecutive days off, and one Building Maintenance Worker shall work a 4/10 schedule with three (3) consecutive days offs.

E. Departments may require alternative work schedules for some employees to meet the demands of operations, including weekends and evenings. The City will exercise its efforts in good faith, subject to the requirements of operations to the end that employees will be scheduled on a normal work pattern which shall be four (4) consecutive days on and three (3) consecutive days off in any scheduled

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work week with the exceptions noted for the Senior Center, Park Ranger, and one Building Maintenance Worker.

**SECTION 2. REST PERIODS**

A. Employees may be allowed up to a fifteen (15) minute rest period in accordance with department rules during each half of the regular work day or regular work shift.

B. Rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.

C. Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.

D. Breaks may be taken away from the work site or City facility. If moving by vehicle, employees are required to use their own personal vehicle.

**SECTION 3. MEAL PERIOD**

Employees shall be entitled to an unpaid meal period not to exceed one (1) hour per regular work day or regular work shift. The amount of time for the meal period and the procedure for taking a meal period shall be established by departmental rules and regulations.

**SECTION 4. ATTENDANCE**

Employees shall normally be in attendance at their~~,~~ work in accordance with City regulations governing hours of work, holidays, and leaves. Failure on the part of an employee to notify the City of an absence in accordance with the City's rules shall be considered adequate reason for dismissal.

**SECTION 5. OUTSIDE EMPLOYMENT**

A. No employee in the City service shall hold any job or employment outside of the City service without written approval from his or her Department Head or the City Manager. Approval may be requested at any time, shall be renewed each July, and must be re-obtained any time outside employment changes.

B. Outside employment will not be permitted if (a) it would physically or mentally impair or hamper the employee in the discharge of his/her duties, (b) it would place the employee in conflict with the City in any fashion, or (c) it would reflect

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adversely upon the employee or the City. The employee may appeal the decision of the Department Head to the City Manager.

C. The City Manager reserves the right to prohibit any outside employment on the part of any City employee which may be detrimental to the best interests of the City. In such cases, the employee would be given appropriate warning and then must decide between his or her City position and the outside employment. Employees, may not engage outside business activities while on duty, nor may City equipment or property be used for any other reason than City functions.

D. The procedure to be followed in requesting approval of outside employment is as follows:

1. Employee must submit a written request to his or her Department Head on a form provided by the City.
2. The Department Head shall approve or deny the employee's request and notify the requesting employee immediately.
3. The request, whether approved or denied, shall be routed to the City Manager.
4. Appropriate follow-up action will be taken if requested (i.e., appeal of denial by employee directly to the City Manager).

## SECTION 6. LEAVES OF ABSENCE

A. General Policy

The following types of leave, and no other, are officially recognized: holidays, vacations, sick, military, jury leave and leave without pay. All leaves may be granted by the Department Head in conformance with rules established for each type of leave and shall be referred to the City Manager for approval. All absences of one (1) hour or more must be reported to the personnel office on forms provided by the personnel office and on the payroll records of the payroll clerk.

B. Military Leave

In accordance with provisions of State Law, an employee shall be granted military leave of absence from his/her position during the actual duration of such activity.

## SECTION 7. PROBATIONARY PERIOD

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A. The probationary period is an integral part of the employment process. It shall be utilized to observe a new or promoted employee in his/her position, and to reject any employee whose performance does not meet the required work standards.

B. All original and promotional appointments shall be tentative and subject to a probationary period.

1. Original appointments: A six (6) month probationary period provided that the City, at its discretion, may extend a probationary period for an additional six (6) months. A rehired permanent employee, returning within six (6) months of termination, shall have a six (6) month probationary period and shall have all seniority restored for promotional and vacation purposes.
2. Promotional appointments: A six (6) month probationary period. The City, at its discretion, may extend a promotional probationary period for an additional six (6) months. The City will notify the union within five (5) working days of any extension of a probationary period.
3. All sick leave, suspensions or leaves shall extend the probationary period by an equal amount of time.

C. During the probationary period the Department Head, with the concurrence of the City Manager, may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his/her continuance in the service. The Department Head shall immediately report such removal to the Human Resources Manager and to the employee and shall state his/her reasons in writing.

D. If an employee is removed from a position during or at the end of his/her probationary period, and the Human Resources Manager determines that the individual is suitable for appointment to another position, his/her name may be restored to the list from which it was certified. An employee promoted to a new class who does not successfully complete his/her probationary period shall be reinstated to a position in the class occupied by the employee immediately prior to promotion.

## SECTION 8. ANNUAL PERFORMANCE REVIEW

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A. Employees shall receive an annual performance review on the anniversary date of their current classification.

B. Teamsters Local 1932 shop stewards shall receive a list of all upcoming evaluations on a quarterly basis.

C. Performance evaluations are grievable on a standard grievance form.

## SECTION 9. WORKERS' COMPENSATION

All persons employed by the City are covered under the California State Workers' Compensation system. Workers' compensation insurance covers all job-related injuries and provides for payment of medical expenses. Workers' compensation death benefits are provided as required by law. No cost is incurred by the employee for this benefit. All costs are incurred by the City.

## SECTION 10. SEPARATION

All separations of employees from positions in the classified service shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement, and dismissal.

A. Resignation

An employee may resign by submitting to his/her Department Head in writing the reasons therefore and the effective date. As much advance notification as possible is requested but a minimum of two weeks' notice is desired. Failure to comply with this requirement may be cause for denying future employment with the City.

B. Layoff

1. Purpose for Layoffs

For reasons of economy, efficiency, or in the interest or mandate of the public, reductions of City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may eliminate positions, and the employees holding such positions may be laid off.

2. Seniority and Order of Layoff

a. Seniority shall be by date of first employment in the employee's current classification. Layoffs shall be in reverse seniority order in the affected classification, with junior employees being laid off before senior employees. No full-time permanent employee may be

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laid off while any temporary, probationary or part-time employees, or any employees with less seniority are retained in the affected classification. A senior employee who is to be laid off shall have the right to bump a junior employee in a lower paying classification provided that the senior employee shall have previously established permanent status in the position into which she/he wishes to bump.

b. If an employee exercises bumping rights to a lower classification, said employee shall have the right to be the next person promoted to the classification from which he or she was laid off for a period of 24 months from the effective date of the lay-off action.

3. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes.

4. Reinstatement List and Recall Rights

a. Full-time permanent employees of the City who are laid off from the competitive service in good standing shall have their names placed on a recall list for a period not to exceed two (2) years from date of layoff, and shall be eligible for recall for any vacancies within the same position classification held by the employee, provided that the employee meets the minimum qualification and is able to perform the duties of the job. Laid off employees applying for vacancies in other position classifications shall be given preference provided they meet the minimum qualifications for the position and are able to perform the duties of the job.

b. Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of layoff, unless subsequent changes in the MOU have been made in the intervening time regarding a particular benefit, in which case the newer MOU language regarding benefit entitlement will take precedent.

c. After expiration of the two (2) year recall list, laid off employees will be treated the same as internal candidates for employment recruitment purposes only in accordance with the "Recruiting,

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Hiring and Promotions of Classified Employees" policy for a period of twelve (12) months after approval of this MOU.

5. Payment for Accumulated Leave

The laid-off employee shall have the option of receiving payment for any accumulated vacation leave compensatory time, or "frozen" sick leave with a cash value in accordance with the provisions of the MOU and respective City policies, at any time during the layoff period. Payment shall be made in one (1) full payment. An employee electing to defer automatic payment of these leave balances by the City must notify the Human Resources Department in writing of their choice. If payment is not selected at the end of the two (2) year period the City will automatically pay the employee the amount to which he or she is entitled. Once an employee elects payment of any balances, the payment will be subject to the provisions applicable for those programs in effect at the time of reinstatement.

6. Severance Pay

The laid-off employee will be provided four (4) weeks of severance pay.

C. Disability

An employee may be separated when he/she cannot perform the essential duties of the position with or without reasonable accommodation(s) because of physical or mental disability. Action may be initiated by the employee, his/her legal representative, or the City, but in all cases, it must be supported by medical evidence acceptable to the City Manager. The City may require an examination at its expense to be performed by a City selected physician.

D. Death

Separation shall be effective as of the date of death. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums which by law must be paid to the surviving spouse.

E. Retirement

Whenever an employee meets the conditions set forth in these rules and PERS Regulations, he/she may elect to retire and receive all benefits earned under the Retirement Plan.

F. Dismissal

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The City Manager may dismiss any employee for the good of the service. Reasons for dismissal may include, but shall not be limited to:

1. Failure to meet the prescribed standards of work, morality and ethics to an extent that makes an employee unsuitable for any kind of employment in the City service.
2. Theft or destruction of City property.
3. Incompetence, inefficiency, or negligence in the performance of duty.
4. Insubordination that constitutes a serious breach of discipline.
5. Conviction of a criminal offense.
6. Notoriously disgraceful personal conduct.
7. Unauthorized absences or abuse of leave privileges.
8. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
9. Falsification of records or use of official position for personal advantage.
10. Intoxication or drinking during working hours or drinking on City property.
11. If an employee's wages are garnished for more than three (3) debts within one (1) year, such an employee may be subject to disciplinary action.

Any employee who has been discharged shall be entitled to receive a written statement of the reasons for such action and to a hearing before the City Manager if he/she so requests, as provided in these rules.

G. City Equipment

At the time of separation and prior to final payment, all records, assets and other items of City property in the employee's custody shall be transferred to the Department Head and certification to this effect shall be executed by the employee. Any amount due because of a shortage in the above shall be collected through appropriate legal action if not voluntarily paid by the employee.

H. Rights of Employees

Regular employees who separate from City employment shall receive payment for all earned salary and earned annual leave.

## ARTICLE 8 – SECURITY PROVISIONS

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**SECTION 1. DUES CHECKOFF**

Teamsters Local 1932 is authorized to use payroll deductions for collecting employee organizational dues on a monthly basis.

**SECTION 2. MAINTENANCE OF MEMBERSHIP**

The Union shall have the sole and exclusive right to have membership dues deducted by the City for employees covered under this Agreement, upon appropriate written authorization submitted by such employees to Teamsters Local 1932. Teamsters Local 1932 shall advise the City in writing of the membership dues to be deducted for each member. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums. Teamsters Local 1932 shall notify the City in writing of any change in dues thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues authorization.

Teamsters Local 1932 shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to Teamsters Local 1932. The City shall deduct the approved bi-weekly membership dues within the first pay period upon receiving written notification from Teamsters Local 1932.

The City shall forward a monthly report to the Union and the Assigned Business Agent, which will include any all personnel actions (new hires, terminations, transfers, promotions, home address changes, etc.) within the Unit.

**SECTION 3. CHANGES IN COMPENSATION AND BENEFITS**

~~The City will provide the Teamsters Local 1932 with any greater economic benefits provided to any other bargaining unit that they may receive, either through settlement or impasse proceedings, from contracts effective after July 1, 2019, including fact finding or mediation.~~

In the event any other bargaining unit or non-bargaining unit member receives any economic benefit (i.e., salary, insurance, etc.) during the term of this agreement, unit members represented by Teamsters Local 1932 shall receive the equivalent increase. In the event any other bargaining unit or non-bargaining unit member receives any economic benefit and the benefit does not exist in this contract, unit members shall receive the equivalent amount toward the benefit of their choice.

## ARTICLE 9 - D.R.I.V.E. VOLUNTARY CONTRIBUTIONS

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City in writing of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

The City shall transmit to DRIVE National Headquarters on a biweekly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the biweekly payroll deduction plan.

DRIVE shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a DRIVE contribution authorization.

## ARTICLE ~~9~~10 – GENERAL PROVISIONS

### SECTION 1. USE OF VEHICLES AND CREDIT CARDS

A. Vehicles

City-owned vehicles may be used only when employees are in the official discharge of their duties. No person may ride in a City-owned vehicle unless on City business. Absolutely no hitchhikers may be picked up at any time. City vehicles may not be used for personal business and such use shall be grounds for disciplinary action. Keeping a City vehicle overnight and use to and from work is not necessarily considered as discharge of duties. Such use may be allowed only as a condition of employment or if an employee's job is of a nature that requires him/her to respond to an emergency or call-in.

B. Speed Limit

City vehicles shall be driven in compliance with all State, City and County laws, rules and ordinances. No vehicle shall be driven above the posted speed limit except when the necessary sirens and lights are used while responding to emergency situations.

C. Courtesy

All common courtesies of the road shall be exercised whenever practical. The manner in which vehicles are operated reflect upon the reputation of all City employees.

D. Accidents

All accidents involving City vehicles and private property are to be reported to the Police Department immediately and to the City Manager as prescribed by the City's accident report procedure. Failure to report any accident involving City vehicles within one (1) working day may be construed as an attempt to conceal the accident. An employee may be warned, suspended or terminated for failing to comply with this provision.

E. Teamsters Local 1932 and the City jointly recognize the need for safe equipment and the proper operation of all equipment. To help achieve a safe work environment the parties agree that:

1. Every effort will be made to ensure that all motorized equipment is maintained properly with prompt repairs made as needed.
2. Each equipment accident will be analyzed. A formal report will be made available to all involved employees. Employees judged to have contributed to an accident may be held financially responsible for damages.
3. An employee has the right to question if a vehicle is safe to operate.
4. Vehicle check lists will be used for all vehicular equipment.

F. Parking

City vehicles which are taken home by employees shall not be parked on public streets.

G. Unattended Vehicles

The California Vehicle Code makes it unlawful to leave vehicles running and unattended. Violations of this law will result in disciplinary action.

H. Backing of Vehicles

No City trucks will be backed up without the assistance of a second person stationed on the rear of and to the side of a City truck while they are being backed up.

I. Credit Cards

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City-owned gasoline company credit cards are to be used only when it is impractical to use City facilities at City Hall. Credit cards shall not be used for meals or lodging unless authorized in advance by the City Manager.

**SECTION 2. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

A. The City and Teamsters Local 1932 agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.

B. The parties agree to cooperate actively and positively in supporting the concept of equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.

C. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential.

D. The provisions of this agreement shall be applied equally to all employees subject to the agreement without regard to sex (including pregnancy, gender identity, gender expression and sexual orientation, marital status, race, color, religion, national origin, mental disability, physical disability, age (40 and above), medical condition (cancer or genetic characteristic), or any other protected class under applicable law.

**SECTION 3. ACCESS TO AGREEMENT**

Upon enactment of this agreement, the City will, within thirty (30) days, provide each employee with a copy of this Agreement.

**SECTION 4. REPRESENTATION**

It is agreed that the bargaining unit covered by the Agreement does not include management personnel.

**SECTION 5. NO STRIKE/NO LOCK OUT**

Teamsters Local 1932, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, stick-out, or any other job action by withholding or refusing to perform services.



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The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

## ARTICLE 10~~0~~1 – EMPLOYEE/EMPLOYER RELATIONS

### SECTION 1. LABOR/MANAGEMENT COOPERATION COMMITTEE

A Labor/Management Committee shall be established for the following purposes:

A. To improve communication between representatives of Labor and Management;

B. To study and explore ways of eliminating potential problems between the City and its employees;

C. This Committee is not intended to circumvent, replace or modify the grievance procedure.

D. The City and Teamsters Local 1932 agree to create a subcommittee to meet and confer on revisions to City's Personnel Rules.

### SECTION 2. GRIEVANCES

~~A. Extent – A grievance of a wrong, real or fancied, considered by an employee as grounds for complaint, except in a case of a personnel action arising out of position, classification pay, demotion, suspension and dismissal. The adjustment of complaints arising therefrom are separately provided for.~~

A grievance is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing City administered Personnel Rules and Regulations, policies, or this MOU.

~~B. Policy~~ – The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly, the following procedure is established.

~~C. Procedure~~ – 1. ~~An employee or the employee representative shall first present the~~ A grievance must be presented to the ~~employee's immediate~~ direct supervisor within seven (7) working days of the event giving rise to the grievance or the grievance will be deemed untimely. The direct supervisor ~~who~~ shall make inquiry into the facts and circumstances of the complaint and ~~The supervisor~~ shall attempt to resolve the matter promptly and fairly. The direct supervisor shall provide response to employee within seven (7) working days of receipt of the grievance.

2. An employee, if dissatisfied with the decision of the direct supervisor, may submit the grievance in writing to the Department Head. The Department Head shall make a separate investigation and inform the employee in writing of his/her decision and the reason therefore within seven (7) working days ~~(Monday-Thursday, excluding holidays)~~ after receipt of the employee's grievance. If the direct supervisor is the Department Head, then the employee will proceed to Step 3.

3. If the employee is dissatisfied with the Department Head's/direct supervisor's decision, he/she may request in writing a review by the City Manager within seven (7) working days ~~(Monday-Thursday, excluding holidays)~~ following the receipt of the decision of the Department Head/direct supervisor. The City Manager shall make an investigation and conduct such hearings as he/she deems necessary and shall within fifteen (15) working days after the receipt of the employee's request for review, inform the employee in writing of his/her findings and decision. ~~The decision of the City Manager shall be final.~~

4. If the grievance is not resolved at the City Manager level, within 15 days after the receipt of the City Manager's decision, the employee or representative may submit the written grievance to mediation for an advisory decision. The impartial mediation will be handled by the California State Mediation and Conciliation Service or by another mediation service agreed to by both parties. If this step in the grievance process is requested, it will be at no cost to the City. The outcome of the mediation will be considered advisory to the City Manager. After considering the outcome of the mediation, the City Manager shall inform the employee in writing of his findings within 15 working days. The decision of the City Manager shall be final.

~~If a grievance challenges an action of the City Manager taken prior to the time it would reach her/him under this procedure, she/he shall not review the grievance as City Manager. The final~~



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~~step in the procedure shall be reviewed by the City Manager or equivalent official from another local agency who shall discharge the functions normally performed by the City Manager under this procedure.~~

The City shall make available to the employee or the employee representative a standard grievance form.

**SECTION 3. STEWARDS**

Teamsters Local 1932 may be represented by four (4) Stewards. Teamsters Local 1932 shall notify the City in writing of the employees selected to act as Stewards, as well as to provide notice if employee representation changes during the term of this Memorandum of Understanding. Stewards shall, unless performing steward duties, be and remain at their regular place of work. Not more than one (1) of the designated steward representatives may participate in any special meeting to resolve a problem within the scope of bargaining or grievance hearing at one time, unless authorized by the City Manager.

The City will provide Teamsters Local 1932 fifty (50) hours per fiscal year per steward for all steward meetings, trainings, and executive board meetings during work hours. Any unused hours remaining at the end of the fiscal year will not carry over. This release time shall be paid City time. Stewards are required to inform their immediate supervisor of such meetings, trainings, and executive board meetings a minimum of five (5) business days in advance. Supervisors have the discretion to deny attendance to ensure that work locations are adequately covered if necessary. Stewards will record the date and amount of time spent on such activities using the City's online timekeeping system.

In accordance with SB 1085, Teamsters Local 1932 agrees to reimburse the City for all compensation and benefits paid to a steward for additional release time requested by Teamsters Local 1932 that fall outside normal steward duties, as listed above. Stewards will record the date and amount of time spent on additional release time using the City's online timekeeping system. The City will submit a request for reimbursement to Teamsters Local 1932 on a monthly basis and Teamsters Local 1932 will reimburse the City within thirty (30) days of receipt of said request.

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## ARTICLE 12 - SALARY AND MAN POWER STUDY FOR UTILITIES

The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing the manpower study described below. Study is to be job description based and not classification based. Study comparative entities to include an equal mix of stand-alone utilities (not City owned/operated) and City utilities.

The City further agrees to conduct a manpower study for utility plant operation classifications to be completed within 1 year of contract ratification.

Study to include:

- Workload needs:
  - Number of hours to complete assigned jobs
    - Ex: 10 hours to treat wastewater, per day.
  - Number of personnel required to complete assigned jobs
  - Job assignments needed to meet baseline utility operations requirements
    - Ex: a valve turning program is not currently implemented, but is a baseline requirement of a water utility. The assignment should be included in workload needs.
- Examples of jobs to be studied:
  - Duties required to operate a sanitary and water district

Utility plant operation classifications include the following positions:

- Treatment Plant Operator (all levels)
- Chief Treatment/Collections System Operator
- Sanitary Superintendent
- Water Superintendent
- Water Service Worker (all levels)
- Senior Water Service Worker (all levels)
- Other positions directly related to utility plant (water and wastewater operations) identified as necessary in the manpower study.

Note: these positions specifically exclude all clerical, administrative and management positions of the Water Authority and Sanitary District that overlap with other City positions (based on duties performed) to prevent different salary levels within other City operations. In no event will

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a utility position for which there is an equivalent or similar position elsewhere in the City be considered under a separate salary study.

The results of this salary study will be incorporated into the next City-wide salary study without update provided a City wide salary study is conducted within two years of the report date of this salary study.

City agrees to include employees and their job knowledge/experience of the Utilities in this study.

Upon conclusion of the salary and manpower studies, the City will meet and confer with the Union regarding implementation of and position and/or salary recommendations based on both studies.

## ARTICLE 113 – BULLETIN BOARD

The City will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. Only areas designated by the appropriate authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

A. Scheduled Teamsters meetings, agendas and minutes.
B. Information on Teamsters elections and the results.
C. Information regarding Teamsters social, recreational, and related news bulletins.
D. Reports of official business of Teamsters, including reports of committees or the Board of Directors.

## ARTICLE 124 – JOB POSTINGS

The City will send notification of Miscellaneous Unit job openings to Teamsters for posting at their Training Center.

## ARTICLE 135 – CONTRACTING

In the event the City determines a service and/or program will be contracted out, City agrees that any Request for a Proposal for contracting out a service and/or program will not displace any current employee. The City will agree to meet and confer with the Teamsters Local 1932 and give notice as required by law.

## ARTICLE 146 – TEMPORARY EMPLOYEES



DRAFT

The City shall have the right to hire temporary employees (casuals) at the appropriate classification as outlined in this MOU as determined by the Department Head. Such employees shall not be covered by this MOU and shall not be employed in excess of one hundred twenty (120) consecutive working days within any twelve (12) month calendar period. If a temporary employee is employed in excess of one hundred twenty (120) consecutive working days in a calendar year, then that temporary employee will be covered by the MOU and become a regular employee.

## ARTICLE 15~~7~~ – EFFECTIVE DATES

**SECTION 1. PROVISION EFFECTIVE**

The provisions of this Agreement shall be effective commencing July 1, 20~~19~~21, except as otherwise specified in this Agreement and shall remain in effect until June 30, 202~~1~~3, or until superseded by another Agreement.

**SECTION 2. SEPARABILITY**

If any section, subsection, sentence, or clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. The City and Teamsters Local 1932 hereby declare that they would have enacted this Agreement and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

## ~~ARTICLE 16 – REOPENER~~

~~In the case that the City's cannabis revenue increases to one million dollars ($1,000,000) at the end of the fiscal year July 1, 2020, the City will reopen negotiations on the issue of longevity.~~

Signed this _____ day of _____, 20~~19~~21

**CITY OF COACHELLA** **TEAMSTERS LOCAL 1932**



DRAFT

~~William B. Pattison~~ Dr. Gabriel Martin
City Manager

Doug Martinez
Teamsters Local 1932 Representative

~~Rene Rosales~~ Gabriel Lopez
Employee Representative

Lourdes Marron
Employee Representative

~~Jennifer Diaz~~ Jose Nunez
Employee Representative

DRAFT

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2021 - June 30, 2022**
***3.5% COLA effective July 1, 2021***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Accountant** | h | 31.96 | 33.55 | 35.22 | 36.99 | 38.84 | 40.79 |
| | m | 5539.87 | 5816.15 | 6104.98 | 6411.76 | 6732.88 | 7070.15 |
| ***Grade 13*** | a | 66478.46 | 69793.78 | 73259.78 | 76941.07 | 80794.58 | 84841.85 |
| **Accounting Technician** | h | 27.17 | 28.53 | 29.95 | 31.46 | 33.04 | 34.70 |
| | m | 4709.25 | 4946.06 | 5191.84 | 5453.76 | 5726.45 | 6015.28 |
| ***Grade 7*** | a | 56511.00 | 59352.70 | 62302.03 | 65445.12 | 68717.38 | 72183.38 |
| **Assistant Engineer** | h | 39.14 | 41.11 | 43.16 | 45.33 | 47.60 | 49.99 |
| | m | 6784.91 | 7125.77 | 7480.98 | 7857.72 | 8250.61 | 8665.02 |
| ***Grade 21*** | a | 81418.90 | 85509.22 | 89771.76 | 94292.64 | 99007.27 | 103980.24 |
| **Building Inspector I** | h | 30.67 | 32.19 | 33.78 | 35.48 | 37.26 | 39.11 |
| | m | 5315.62 | 5579.34 | 5855.62 | 6149.83 | 6458.40 | 6779.53 |
| ***Grade 11*** | a | 63787.46 | 66952.08 | 70267.39 | 73797.98 | 77500.80 | 81354.31 |
| **Building Inspector II** | h | 35.13 | 36.87 | 38.72 | 40.64 | 42.67 | 44.81 |
| | m | 6088.84 | 6390.23 | 6711.35 | 7045.04 | 7396.66 | 7766.23 |
| ***Grade 19*** | a | 73066.03 | 76682.74 | 80536.25 | 84540.46 | 88759.94 | 93194.71 |
| **Business License Technician** | h | 27.17 | 28.53 | 29.95 | 31.46 | 33.04 | 34.70 |
| | m | 4709.25 | 4946.06 | 5191.84 | 5453.76 | 5726.45 | 6015.28 |
| ***Grade 7*** | a | 56511.00 | 59352.70 | 62302.03 | 65445.12 | 68717.38 | 72183.38 |
| **Code Enforcement Aide** | h | 16.47 | 17.29 | 18.16 | 19.06 | 20.02 | 21.01 |
| | m | 2854.25 | 2997.77 | 3148.47 | 3304.55 | 3469.60 | 3641.82 |
| ***Grade 10*** | a | 34251.05 | 35973.29 | 37781.64 | 39654.58 | 41635.15 | 43701.84 |
| **Code Enforcement Officer** | h | 28.78 | 30.22 | 31.73 | 33.33 | 34.98 | 36.71 |
| | m | 4989.11 | 5238.48 | 5500.40 | 5776.68 | 6063.72 | 6363.32 |
| ***Grade 9*** | a | 59869.37 | 62861.76 | 66004.85 | 69320.16 | 72764.64 | 76359.82 |
| **Construction Project Coordinator** | h | 39.10 | 41.07 | 43.11 | 45.26 | 47.53 | 49.89 |
| | m | 6777.73 | 7118.59 | 7472.01 | 7845.16 | 8238.05 | 8647.08 |
| ***Grade 20*** | a | 81332.78 | 85423.10 | 89664.12 | 94141.94 | 98856.58 | 103764.96 |
| **Building Maintenance Worker** | h | 22.37 | 23.48 | 24.65 | 25.90 | 27.17 | 28.55 |
| | m | 3876.83 | 4070.59 | 4273.31 | 4488.59 | 4709.25 | 4947.85 |
| ***Grade 2*** | a | 46522.01 | 48847.03 | 51279.70 | 53863.06 | 56511.00 | 59374.22 |
| **Department Assistant I** | h | 22.37 | 23.48 | 24.65 | 25.90 | 27.17 | 28.55 |
| | m | 3876.83 | 4070.59 | 4273.31 | 4488.59 | 4709.25 | 4947.85 |
| ***Grade 2*** | a | 46522.01 | 48847.03 | 51279.70 | 53863.06 | 56511.00 | 59374.22 |
| **Department Assistant II** | h | 23.47 | 24.64 | 25.88 | 27.16 | 28.52 | 29.95 |
| | m | 4068.79 | 4271.51 | 4485.00 | 4707.46 | 4944.26 | 5191.84 |
| ***Grade 3*** | a | 48825.50 | 51258.17 | 53820.00 | 56489.47 | 59331.17 | 62302.03 |
| **Electrician/Instrumentation** | h | 34.18 | 35.88 | 37.68 | 39.56 | 41.56 | 43.60 |
| **Technician** | m | 5923.79 | 6219.80 | 6531.95 | 6856.67 | 7202.91 | 7558.12 |
| ***Grade 18*** | a | 71085.46 | 74637.58 | 78383.45 | 82280.02 | 86434.92 | 90697.46 |

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2021 - June 30, 2022**
***3.5% COLA effective July 1, 2021***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Engineering Technician** | h | 29.43 | 30.89 | 32.45 | 34.06 | 35.77 | 37.57 |
| | m | 5100.34 | 5355.09 | 5624.19 | 5904.05 | 6200.06 | 6512.22 |
| ***Grade 17*** | a | 61204.10 | 64261.08 | 67490.28 | 70848.65 | 74400.77 | 78146.64 |
| **Fleet Services Coordinator** | h | 40.30 | 42.34 | 44.44 | 46.67 | 49.00 | 51.46 |
| | m | 6985.84 | 7339.25 | 7703.44 | 8089.15 | 8492.80 | 8919.77 |
| ***Grade 22*** | a | 83830.03 | 88071.05 | 92441.23 | 97069.75 | 101913.55 | 107037.22 |
| **Heavy Equipment Operator** | h | 27.00 | 28.33 | 29.76 | 31.24 | 32.80 | 34.43 |
| | m | 4680.55 | 4910.18 | 5157.75 | 5414.29 | 5685.19 | 5968.64 |
| ***Grade 23*** | a | 56166.55 | 58922.14 | 61893.00 | 64971.50 | 68222.23 | 71623.66 |
| **Human Resources Technician** | h | 29.33 | 30.79 | 32.32 | 33.95 | 35.65 | 37.44 |
| | m | 5084.20 | 5337.15 | 5602.66 | 5884.32 | 6178.54 | 6488.90 |
| ***Grade 24*** | a | 61010.35 | 64045.80 | 67231.94 | 70611.84 | 74142.43 | 77866.78 |
| **Parks Ranger** | h | 26.12 | 27.43 | 28.81 | 30.24 | 31.75 | 33.35 |
| | m | 4528.06 | 4754.10 | 4994.50 | 5242.07 | 5503.99 | 5780.27 |
| ***Grade 25*** | a | 54336.67 | 57049.20 | 59933.95 | 62904.82 | 66047.90 | 69363.22 |
| **Planning Technician** | h | 27.74 | 29.12 | 30.58 | 32.11 | 33.71 | 35.41 |
| | m | 4807.92 | 5048.32 | 5301.27 | 5564.99 | 5843.06 | 6137.27 |
| ***Grade 8*** | a | 57695.04 | 60579.79 | 63615.24 | 66779.86 | 70116.70 | 73647.29 |
| **Public Works/Landscape &** | h | 35.13 | 36.87 | 38.72 | 40.64 | 42.67 | 44.81 |
| **Lighting Inspector** | m | 6088.84 | 6390.23 | 6711.35 | 7045.04 | 7396.66 | 7766.23 |
| ***Grade 19*** | a | 73066.03 | 76682.74 | 80536.25 | 84540.46 | 88759.94 | 93194.71 |
| **Public Works Parks Maintenance** | h | 22.37 | 23.48 | 24.65 | 25.90 | 27.17 | 28.55 |
| **Worker Trainee/I/II** | m | 3876.83 | 4070.59 | 4273.31 | 4488.59 | 4709.25 | 4947.85 |
| ***Grade 2*** | a | 46522.01 | 48847.03 | 51279.70 | 53863.06 | 56511.00 | 59374.22 |
| **Public Works Streets Maintenance** | h | 23.08 | 24.23 | 25.46 | 26.71 | 28.05 | 29.46 |
| **Worker Trainee/I/II** | m | 4000.62 | 4199.75 | 4413.24 | 4630.31 | 4861.74 | 5105.72 |
| ***Grade 26*** | a | 48007.44 | 50397.05 | 52958.88 | 55563.77 | 58340.88 | 61268.69 |
| **Recreation Services Coordinator** | h | 24.61 | 25.83 | 27.12 | 28.47 | 29.90 | 31.39 |
| | m | 4266.13 | 4477.82 | 4700.28 | 4935.29 | 5182.87 | 5441.20 |
| ***Grade 4*** | a | 51193.58 | 53733.89 | 56403.36 | 59223.53 | 62194.39 | 65294.42 |
| **Senior Accountant** | h | 37.56 | 39.44 | 41.39 | 43.47 | 45.64 | 47.92 |
| | m | 6510.43 | 6836.93 | 7174.21 | 7534.80 | 7911.54 | 8306.22 |
| ***Grade 16*** | a | 78125.11 | 82043.21 | 86090.47 | 90417.60 | 94938.48 | 99674.64 |
| **Senior Center Assistant** | h | 22.37 | 23.48 | 24.65 | 25.90 | 27.17 | 28.55 |
| | m | 3876.83 | 4070.59 | 4273.31 | 4488.59 | 4709.25 | 4947.85 |
| ***Grade 2*** | a | 46522.01 | 48847.03 | 51279.70 | 53863.06 | 56511.00 | 59374.22 |
| **Senior Center Coordinator** | h | 25.97 | 27.26 | 28.64 | 30.07 | 31.57 | 33.15 |
| | m | 4501.15 | 4725.40 | 4964.00 | 5211.57 | 5471.70 | 5746.18 |
| ***Grade 6*** | a | 54013.75 | 56704.75 | 59567.98 | 62538.84 | 65660.40 | 68954.18 |

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2021 - June 30, 2022**
***3.5% COLA effective July 1, 2021***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Senior Code Enforcement** | h | 33.09 | 34.74 | 36.49 | 38.33 | 40.22 | 42.25 |
| **Officer** | m | 5735.42 | 6022.46 | 6325.64 | 6643.18 | 6971.48 | 7323.11 |
| ***Grade 15*** | a | 68825.02 | 72269.50 | 75907.73 | 79718.18 | 83657.81 | 87877.30 |
| **Senior Maintenance Worker** | h | 26.80 | 28.13 | 29.55 | 31.03 | 32.58 | 34.21 |
| | m | 4644.67 | 4876.09 | 5121.87 | 5378.41 | 5647.51 | 5929.17 |
| ***Grade 27*** | a | 55735.99 | 58513.10 | 61462.44 | 64540.94 | 67770.14 | 71150.04 |
| **Senior Water Service Worker III** | h | 27.74 | 29.12 | 30.58 | 32.11 | 33.71 | 35.41 |
| | m | 4807.92 | 5048.32 | 5301.27 | 5564.99 | 5843.06 | 6137.27 |
| ***Grade 8*** | a | 57695.04 | 60579.79 | 63615.24 | 66779.86 | 70116.70 | 73647.29 |
| **Senior Water Service Worker IV** | h | 31.45 | 33.03 | 34.68 | 36.40 | 38.22 | 40.14 |
| | m | 5451.97 | 5724.65 | 6011.69 | 6309.50 | 6625.24 | 6957.13 |
| ***Grade 14*** | a | 65423.59 | 68695.85 | 72140.33 | 75713.98 | 79502.90 | 83485.58 |
| **Street Sweeper Operator** | h | 27.00 | 28.33 | 29.76 | 31.24 | 32.80 | 34.43 |
| | m | 4680.55 | 4910.18 | 5157.75 | 5414.29 | 5685.19 | 5968.64 |
| ***Grade 23*** | a | 56166.55 | 58922.14 | 61893.00 | 64971.50 | 68222.23 | 71623.66 |
| **Treatment Plant Operator** | h | 22.28 | 23.38 | 24.54 | 25.78 | 27.07 | 28.42 |
| **Trainee** | m | 3862.48 | 4052.65 | 4253.57 | 4468.85 | 4691.31 | 4926.32 |
| ***Grade 1*** | a | 46349.78 | 48631.75 | 51042.89 | 53626.25 | 56295.72 | 59115.89 |
| **Treatment Plant Operator I** | h | 25.18 | 26.42 | 27.75 | 29.14 | 30.59 | 32.13 |
| | m | 4364.80 | 4580.08 | 4809.71 | 5050.11 | 5303.06 | 5568.58 |
| ***Grade 5*** | a | 52377.62 | 54960.98 | 57716.57 | 60601.32 | 63636.77 | 66822.91 |
| **Treatment Plant Operator II** | h | 27.74 | 29.12 | 30.58 | 32.11 | 33.71 | 35.41 |
| | m | 4807.92 | 5048.32 | 5301.27 | 5564.99 | 5843.06 | 6137.27 |
| ***Grade 8*** | a | 57695.04 | 60579.79 | 63615.24 | 66779.86 | 70116.70 | 73647.29 |
| **Treatment Plant Operator III** | h | 31.45 | 33.03 | 34.68 | 36.40 | 38.22 | 40.14 |
| | m | 5451.97 | 5724.65 | 6011.69 | 6309.50 | 6625.24 | 6957.13 |
| ***Grade 14*** | a | 65423.59 | 68695.85 | 72140.33 | 75713.98 | 79502.90 | 83485.58 |
| **Utility Clerk I** | h | 22.37 | 23.48 | 24.65 | 25.90 | 27.17 | 28.55 |
| | m | 3876.83 | 4070.59 | 4273.31 | 4488.59 | 4709.25 | 4947.85 |
| ***Grade 2*** | a | 46522.01 | 48847.03 | 51279.70 | 53863.06 | 56511.00 | 59374.22 |
| **Utility Clerk II** | h | 23.47 | 24.64 | 25.88 | 27.16 | 28.52 | 29.95 |
| | m | 4068.79 | 4271.51 | 4485.00 | 4707.46 | 4944.26 | 5191.84 |
| ***Grade 3*** | a | 48825.50 | 51258.17 | 53820.00 | 56489.47 | 59331.17 | 62302.03 |
| **Vehicle/Equipment Mechanic I** | h | 24.61 | 25.83 | 27.12 | 28.47 | 29.90 | 31.39 |
| | m | 4266.13 | 4477.82 | 4700.28 | 4935.29 | 5182.87 | 5441.20 |
| ***Grade 4*** | a | 51193.58 | 53733.89 | 56403.36 | 59223.53 | 62194.39 | 65294.42 |
| **Vehicle/Equipment Mechanic II** | h | 34.18 | 35.88 | 37.68 | 39.56 | 41.56 | 43.60 |
| | m | 5923.79 | 6219.80 | 6531.95 | 6856.67 | 7202.91 | 7558.12 |
| ***Grade 18*** | a | 71085.46 | 74637.58 | 78383.45 | 82280.02 | 86434.92 | 90697.46 |

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2021 - June 30, 2022**
***3.5% COLA effective July 1, 2021***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Water Service Worker I** | h | 22.28 | 23.38 | 24.54 | 25.78 | 27.07 | 28.42 |
| | m | 3862.48 | 4052.65 | 4253.57 | 4468.85 | 4691.31 | 4926.32 |
| ***Grade 1*** | a | 46349.78 | 48631.75 | 51042.89 | 53626.25 | 56295.72 | 59115.89 |
| **Water Service Worker II** | h | 25.18 | 26.42 | 27.75 | 29.14 | 30.59 | 32.13 |
| | m | 4364.80 | 4580.08 | 4809.71 | 5050.11 | 5303.06 | 5568.58 |
| ***Grade 5*** | a | 52377.62 | 54960.98 | 57716.57 | 60601.32 | 63636.77 | 66822.91 |

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2022 - June 30, 2023**
***3.5% COLA effective July 1, 2022***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Accountant** | h | 33.08 | 34.72 | 36.45 | 38.28 | 40.20 | 42.22 |
| | m | 5733.62 | 6018.87 | 6318.47 | 6636.01 | 6967.90 | 7317.73 |
| ***Grade 13*** | a | 68803.49 | 72226.44 | 75821.62 | 79632.07 | 83614.75 | 87812.71 |
| **Accounting Technician** | h | 28.12 | 29.53 | 31.00 | 32.56 | 34.20 | 35.91 |
| | m | 4874.30 | 5118.28 | 5373.03 | 5643.92 | 5927.38 | 6225.18 |
| ***Grade 7*** | a | 58491.58 | 61419.38 | 64476.36 | 67727.09 | 71128.51 | 74702.16 |
| **Assistant Engineer** | h | 40.51 | 42.55 | 44.67 | 46.92 | 49.27 | 51.74 |
| | m | 7021.72 | 7375.13 | 7742.90 | 8132.20 | 8539.44 | 8968.21 |
| ***Grade 21*** | a | 84260.59 | 88501.61 | 92914.85 | 97586.42 | 102473.28 | 107618.47 |
| **Building Inspector I** | h | 31.74 | 33.32 | 34.96 | 36.72 | 38.56 | 40.48 |
| | m | 5502.20 | 5774.89 | 6060.13 | 6365.11 | 6684.44 | 7016.33 |
| ***Grade 11*** | a | 66026.38 | 69298.63 | 72721.58 | 76381.34 | 80213.33 | 84196.01 |
| **Building Inspector II** | h | 36.36 | 38.16 | 40.08 | 42.06 | 44.16 | 46.38 |
| | m | 6302.32 | 6614.48 | 6946.37 | 7290.82 | 7655.00 | 8038.91 |
| ***Grade 19*** | a | 75627.86 | 79373.74 | 83356.42 | 87489.79 | 91859.98 | 96466.97 |
| **Business License Technician** | h | 28.12 | 29.53 | 31.00 | 32.56 | 34.20 | 35.91 |
| | m | 4874.30 | 5118.28 | 5373.03 | 5643.92 | 5927.38 | 6225.18 |
| ***Grade 7*** | a | 58491.58 | 61419.38 | 64476.36 | 67727.09 | 71128.51 | 74702.16 |
| **Code Enforcement Aide** | h | 17.05 | 17.90 | 18.80 | 19.73 | 20.72 | 21.75 |
| | m | 2954.72 | 3101.83 | 3257.90 | 3419.36 | 3591.59 | 3769.19 |
| ***Grade 10*** | a | 35456.62 | 37221.91 | 39094.85 | 41032.37 | 43099.06 | 45230.33 |
| **Code Enforcement Officer** | h | 29.79 | 31.28 | 32.84 | 34.50 | 36.20 | 37.99 |
| | m | 5163.13 | 5421.47 | 5692.36 | 5979.40 | 6275.41 | 6585.77 |
| ***Grade 9*** | a | 61957.58 | 65057.62 | 68308.34 | 71752.82 | 75304.94 | 79029.29 |
| **Construction Project Coordinator** | h | 40.47 | 42.51 | 44.62 | 46.84 | 49.19 | 51.64 |
| | m | 7014.54 | 7367.96 | 7733.93 | 8119.64 | 8526.88 | 8950.27 |
| ***Grade 20*** | a | 84174.48 | 88415.50 | 92807.21 | 97435.73 | 102322.58 | 107403.19 |
| **Building Maintenance Worker** | h | 23.15 | 24.30 | 25.51 | 26.81 | 28.12 | 29.55 |
| | m | 4013.18 | 4212.31 | 4422.21 | 4646.46 | 4874.30 | 5121.87 |
| ***Grade 2*** | a | 48158.14 | 50547.74 | 53066.52 | 55757.52 | 58491.58 | 61462.44 |
| **Department Assistant I** | h | 23.15 | 24.30 | 25.51 | 26.81 | 28.12 | 29.55 |
| | m | 4013.18 | 4212.31 | 4422.21 | 4646.46 | 4874.30 | 5121.87 |
| ***Grade 2*** | a | 48158.14 | 50547.74 | 53066.52 | 55757.52 | 58491.58 | 61462.44 |
| **Department Assistant II** | h | 24.29 | 25.50 | 26.79 | 28.11 | 29.52 | 31.00 |
| | m | 4210.52 | 4420.42 | 4642.87 | 4872.50 | 5116.49 | 5373.03 |
| ***Grade 3*** | a | 50526.22 | 53044.99 | 55714.46 | 58470.05 | 61397.86 | 64476.36 |
| **Electrician/Instrumentation** | h | 35.38 | 37.14 | 39.00 | 40.94 | 43.01 | 45.13 |
| **Technician** | m | 6131.89 | 6436.87 | 6759.79 | 7097.06 | 7455.86 | 7821.84 |
| ***Grade 18*** | a | 73582.70 | 77242.46 | 81117.50 | 85164.77 | 89470.37 | 93862.08 |

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2022 - June 30, 2023**
***3.5% COLA effective July 1, 2022***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Engineering Technician** | h | 30.46 | 31.97 | 33.62 | 35.25 | 37.02 | 38.88 |
| | m | 5279.74 | 5541.67 | 5827.60 | 6110.36 | 6417.14 | 6740.06 |
| ***Grade 17*** | a | 63356.90 | 66499.99 | 69931.16 | 73324.37 | 77005.66 | 80880.70 |
| **Fleet Services Coordinator** | h | 41.71 | 43.82 | 46.00 | 48.30 | 50.72 | 53.26 |
| | m | 7229.82 | 7595.80 | 7972.54 | 8372.60 | 8790.60 | 9231.92 |
| ***Grade 22*** | a | 86757.84 | 91149.55 | 95670.43 | 100471.18 | 105487.20 | 110783.09 |
| **Heavy Equipment Operator** | h | 27.95 | 29.32 | 30.80 | 32.33 | 33.95 | 35.64 |
| | m | 4843.80 | 5082.40 | 5338.94 | 5604.46 | 5884.32 | 6176.74 |
| ***Grade 23*** | a | 58125.60 | 60988.82 | 64067.33 | 67253.47 | 70611.84 | 74120.90 |
| **Human Resources Technician** | h | 30.36 | 31.87 | 33.45 | 35.14 | 36.90 | 38.75 |
| | m | 5261.80 | 5523.73 | 5798.21 | 6090.63 | 6395.61 | 6716.74 |
| ***Grade 24*** | a | 63141.62 | 66284.71 | 69578.50 | 73087.56 | 76747.32 | 80600.83 |
| **Parks Ranger** | h | 27.03 | 28.39 | 29.82 | 31.30 | 32.86 | 34.52 |
| | m | 4685.93 | 4920.94 | 5168.51 | 5425.06 | 5695.95 | 5982.99 |
| ***Grade 25*** | a | 56231.14 | 59051.30 | 62022.17 | 65100.67 | 68351.40 | 71795.88 |
| **Planning Technician** | h | 28.71 | 30.14 | 31.65 | 33.23 | 34.89 | 36.65 |
| | m | 4976.56 | 5224.13 | 5486.05 | 5760.53 | 6047.57 | 6352.55 |
| ***Grade 8*** | a | 59718.67 | 62689.54 | 65832.62 | 69126.41 | 72570.89 | 76230.65 |
| **Public Works/Landscape &** | h | 36.36 | 38.16 | 40.08 | 42.06 | 44.16 | 46.38 |
| **Lighting Inspector** | m | 6302.32 | 6614.48 | 6946.37 | 7290.82 | 7655.00 | 8038.91 |
| ***Grade 19*** | a | 75627.86 | 79373.74 | 83356.42 | 87489.79 | 91859.98 | 96466.97 |
| **Public Works Parks Maintenance** | h | 23.15 | 24.30 | 25.51 | 26.81 | 28.12 | 29.55 |
| **Worker Trainee/I/II** | m | 4013.18 | 4212.31 | 4422.21 | 4646.46 | 4874.30 | 5121.87 |
| ***Grade 2*** | a | 48158.14 | 50547.74 | 53066.52 | 55757.52 | 58491.58 | 61462.44 |
| **Public Works Streets Maintenance** | h | 23.89 | 25.08 | 26.35 | 27.64 | 29.03 | 30.49 |
| **Worker Trainee/I/II** | m | 4140.55 | 4346.86 | 4567.52 | 4791.77 | 5032.17 | 5285.12 |
| ***Grade 26*** | a | 49686.62 | 52162.34 | 54810.29 | 57501.29 | 60386.04 | 63421.49 |
| **Recreation Services Coordinator** | h | 25.47 | 26.73 | 28.07 | 29.47 | 30.95 | 32.49 |
| | m | 4415.03 | 4633.90 | 4865.33 | 5107.52 | 5364.06 | 5631.37 |
| ***Grade 4*** | a | 52980.41 | 55606.82 | 58383.94 | 61290.22 | 64368.72 | 67576.39 |
| **Senior Accountant** | h | 38.87 | 40.82 | 42.84 | 44.99 | 47.24 | 49.60 |
| | m | 6738.26 | 7075.54 | 7425.37 | 7798.52 | 8187.82 | 8596.85 |
| ***Grade 16*** | a | 80859.17 | 84906.43 | 89104.39 | 93582.22 | 98253.79 | 103162.18 |
| **Senior Center Assistant** | h | 23.15 | 24.30 | 25.51 | 26.81 | 28.12 | 29.55 |
| | m | 4013.18 | 4212.31 | 4422.21 | 4646.46 | 4874.30 | 5121.87 |
| ***Grade 2*** | a | 48158.14 | 50547.74 | 53066.52 | 55757.52 | 58491.58 | 61462.44 |
| **Senior Center Coordinator** | h | 26.88 | 28.21 | 29.64 | 31.12 | 32.67 | 34.31 |
| | m | 4659.02 | 4890.44 | 5138.02 | 5394.56 | 5663.66 | 5947.11 |
| ***Grade 6*** | a | 55908.22 | 58685.33 | 61656.19 | 64734.70 | 67963.90 | 71365.32 |

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2022 - June 30, 2023**
***3.5% COLA effective July 1, 2022***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Senior Code Enforcement** | h | 34.25 | 35.96 | 37.77 | 39.67 | 41.63 | 43.73 |
| **Officer** | m | 5936.35 | 6232.36 | 6546.31 | 6876.40 | 7215.47 | 7579.65 |
| ***Grade 15*** | a | 71236.15 | 74788.27 | 78555.67 | 82516.82 | 86585.62 | 90955.80 |
| **Senior Maintenance Worker** | h | 27.74 | 29.11 | 30.58 | 32.12 | 33.72 | 35.41 |
| | m | 4807.92 | 5046.52 | 5301.27 | 5566.78 | 5844.85 | 6137.27 |
| ***Grade 27*** | a | 57695.04 | 60558.26 | 63615.24 | 66801.38 | 70138.22 | 73647.29 |
| **Senior Water Service Worker III** | h | 28.71 | 30.14 | 31.65 | 33.23 | 34.89 | 36.65 |
| | m | 4976.56 | 5224.13 | 5486.05 | 5760.53 | 6047.57 | 6352.55 |
| ***Grade 8*** | a | 59718.67 | 62689.54 | 65832.62 | 69126.41 | 72570.89 | 76230.65 |
| **Senior Water Service Worker IV** | h | 32.55 | 34.19 | 35.89 | 37.67 | 39.56 | 41.54 |
| | m | 5642.13 | 5925.58 | 6221.59 | 6530.16 | 6856.67 | 7201.12 |
| ***Grade 14*** | a | 67705.56 | 71106.98 | 74659.10 | 78361.92 | 82280.02 | 86413.39 |
| **Street Sweeper Operator** | h | 27.95 | 29.32 | 30.80 | 32.33 | 33.95 | 35.64 |
| | m | 4843.80 | 5082.40 | 5338.94 | 5604.46 | 5884.32 | 6176.74 |
| ***Grade 23*** | a | 58125.60 | 60988.82 | 64067.33 | 67253.47 | 70611.84 | 74120.90 |
| **Treatment Plant Operator** | h | 23.06 | 24.20 | 25.40 | 26.68 | 28.02 | 29.41 |
| **Trainee** | m | 3997.03 | 4194.37 | 4402.48 | 4624.93 | 4856.36 | 5098.55 |
| ***Grade 1*** | a | 47964.38 | 50332.46 | 52829.71 | 55499.18 | 58276.30 | 61182.58 |
| **Treatment Plant Operator I** | h | 26.06 | 27.34 | 28.72 | 30.16 | 31.66 | 33.25 |
| | m | 4517.29 | 4739.75 | 4978.35 | 5227.72 | 5487.85 | 5764.12 |
| ***Grade 5*** | a | 54207.50 | 56876.98 | 59740.20 | 62732.59 | 65854.15 | 69169.46 |
| **Treatment Plant Operator II** | h | 28.71 | 30.14 | 31.65 | 33.23 | 34.89 | 36.65 |
| | m | 4976.56 | 5224.13 | 5486.05 | 5760.53 | 6047.57 | 6352.55 |
| ***Grade 8*** | a | 59718.67 | 62689.54 | 65832.62 | 69126.41 | 72570.89 | 76230.65 |
| **Treatment Plant Operator III** | h | 32.55 | 34.19 | 35.89 | 37.67 | 39.56 | 41.54 |
| | m | 5642.13 | 5925.58 | 6221.59 | 6530.16 | 6856.67 | 7201.12 |
| ***Grade 14*** | a | 67705.56 | 71106.98 | 74659.10 | 78361.92 | 82280.02 | 86413.39 |
| **Utility Clerk I** | h | 23.15 | 24.30 | 25.51 | 26.81 | 28.12 | 29.55 |
| | m | 4013.18 | 4212.31 | 4422.21 | 4646.46 | 4874.30 | 5121.87 |
| ***Grade 2*** | a | 48158.14 | 50547.74 | 53066.52 | 55757.52 | 58491.58 | 61462.44 |
| **Utility Clerk II** | h | 24.29 | 25.50 | 26.79 | 28.11 | 29.52 | 31.00 |
| | m | 4210.52 | 4420.42 | 4642.87 | 4872.50 | 5116.49 | 5373.03 |
| ***Grade 3*** | a | 50526.22 | 53044.99 | 55714.46 | 58470.05 | 61397.86 | 64476.36 |
| **Vehicle/Equipment Mechanic I** | h | 25.47 | 26.73 | 28.07 | 29.47 | 30.95 | 32.49 |
| | m | 4415.03 | 4633.90 | 4865.33 | 5107.52 | 5364.06 | 5631.37 |
| ***Grade 4*** | a | 52980.41 | 55606.82 | 58383.94 | 61290.22 | 64368.72 | 67576.39 |
| **Vehicle/Equipment Mechanic II** | h | 35.38 | 37.14 | 39.00 | 40.94 | 43.01 | 45.13 |
| | m | 6131.89 | 6436.87 | 6759.79 | 7097.06 | 7455.86 | 7821.84 |
| ***Grade 18*** | a | 73582.70 | 77242.46 | 81117.50 | 85164.77 | 89470.37 | 93862.08 |

**City of Coachella - Salary Schedule**
**Sanitary/Miscellaneous Employees**
**July 1, 2022 - June 30, 2023**
***3.5% COLA effective July 1, 2022***

| Position Title | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Water Service Worker I** | h | 23.06 | 24.20 | 25.40 | 26.68 | 28.02 | 29.41 |
| | m | 3997.03 | 4194.37 | 4402.48 | 4624.93 | 4856.36 | 5098.55 |
| ***Grade 1*** | a | 47964.38 | 50332.46 | 52829.71 | 55499.18 | 58276.30 | 61182.58 |
| **Water Service Worker II** | h | 26.06 | 27.34 | 28.72 | 30.16 | 31.66 | 33.25 |
| | m | 4517.29 | 4739.75 | 4978.35 | 5227.72 | 5487.85 | 5764.12 |
| ***Grade 5*** | a | 54207.50 | 56876.98 | 59740.20 | 62732.59 | 65854.15 | 69169.46 |

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Dr. Gabriel Martin, City Manager

Nathan Statham, Finance Director

Maritza Martinez, Public Works Director

Sandy Krause, Human Resources Manager

**SUBJECT:** Resolution No. 2021-56 Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Confidential Mid-Management Employees Bargaining Unit

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## STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2021-56 approving the ratification of a two year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Confidential Mid-Management Employees bargaining unit; and authorize the City Manager to execute said MOU.

## BACKGROUND:

In August 2019, the City of Coachella and the Confidential Mid-Management Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2019 and ending June 30, 2021.

## DISCUSSION/ANALYSIS:

Since May 19, 2021, the City and the Confidential Mid-Management unit held nine (9) meet and confer meetings to reach agreement on a successor MOU. On August 26, 2021, the City and the Confidential Mid-Management unit reached tentative agreement on terms and conditions for a new two year MOU ending June 30, 2023. On August 26, 2021, the Confidential Mid-Management unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below and included in the attached proposed MOU:

1. Base Salary and Class Titles (Article 3, Section 1)

   Language updated to reflect new contract date. Employees will receive a 3.5% COLA effective 7/1/21 and 7/1/22. If cannabis tax revenue increases at least $800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.

2. Longevity Pay (Article 4, Section 6)

   New language. City Mid-Management employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

   *For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

3. Medical Benefits Reopener (Article 5, Section 2)

   New language. If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

4. Retirement (Article 5, Section 3.D.)

   Obsolete language removed regarding City's contribution towards retiree medical premiums in 2019 and 2020.

5. Notification of Sickness (Article 5, Section 4.F)

   Language updated to reflect existing law under SB 579.

6. Holidays (Article 5, Section 7)

   June 19, Juneteenth, added to the paid holiday schedule.

7. Education Reimbursement (Article 5, Section 10)

   Updated language to reflect existing policy. Reimbursement is based upon a fiscal year.

8. Safety Equipment (Article 5, Section 11)

Safety shoe allowance increases from $250.00 for one pair of shoes to $500.00 for two pairs of shoes.

9. D.R.I.V.E. (Democrat, Republican, Independent Voter Education) Voluntary Contributions (Article 8)

   New language. Union to notify City of employees who sign up to contribute to Teamsters' political action committee via payroll deduction.

10. Grievances (Article 9, Section 5 and 6)

    Language updated to clarify existing procedures and to add impartial mediation.

11. Salary and Man Power Study for Utilities (Article 10)

    New language. The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing a manpower study. Manpower study for utility plant operation classifications to be completed within 1 year of contract ratification. City will meet and confer with the Union regarding implementation of and position and/or salary recommendations based on both studies.

12. Effective Dates (Article 13, Section 1)

    Term of Agreement will be July 1, 2021 through June 30, 2023.

Attached is a strike out version of the Memorandum of Understanding showing the additions and deletions to the Agreement.

**ALTERNATIVES:**

Do not approve the action the ratification of the Memorandum of Understanding between the City of Coachella and the Confidential Mid-Management Employees bargaining unit.

**FISCAL IMPACT:**

The total fiscal impact to all funds for FY 21/22 is $82,583; of which $57,928 is already allocated for in the current budget. Council to appropriate $24,655 from the applicable fund.

Attachments:
Resolution No. 2021-56
Proposed MOU

**RESOLUTION NO. 2021-56**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE RATIFICATION OF A TWO YEAR MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF COACHELLA AND TEAMSTERS LOCAL 1932, REPRESENTING THE CONFIDENTIAL MID-MANAGEMENT EMPLOYEES BARGAINING UNIT**

**WHEREAS,** on August 20, 2019, the City of Coachella and the Confidential Mid-Management Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2019 and ending June 30, 2021.

**WHEREAS**, since May 19, 2021, the City and the Confidential Mid-Management unit have held nine (9) meet and confer meetings to reach agreement on a successor MOU. On August 26, 2021, the City and the Confidential Mid-Management unit reached tentative agreement on terms and conditions for a new two year MOU beginning July 1, 2021 and ending June 30, 2023. On August 26, 2021, the Confidential Mid-Management unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below:

1. Base Salary and Class Titles (Article 3, Section 1)
   Language updated to reflect new contract date. Employees will receive a 3.5% COLA effective 7/1/21 and 7/1/22. If cannabis tax revenue increases at least $800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.

2. Longevity Pay (Article 4, Section 6)
   New language. City Mid-Management employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

   *For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

3. Medical Benefits Reopener (Article 5, Section 2)
   New language. If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

4. Retirement (Article 5, Section 3.D.)
Obsolete language removed regarding City's contribution towards retiree medical premiums in 2019 and 2020.

5. Notification of Sickness (Article 5, Section 4.F)
Language updated to reflect existing law under SB 579.

6. Holidays (Article 5, Section 7)
June 19, Juneteenth, added to the paid holiday schedule.

7. Education Reimbursement (Article 5, Section 10)
Updated language to reflect existing policy. Reimbursement is based upon a fiscal year.

8. Safety Equipment (Article 5, Section 11)
Safety shoe allowance increases from $250.00 for one pair of shoes to $500.00 for two pairs of shoes.

9. D.R.I.V.E. (Democrat, Republican, Independent Voter Education) Voluntary Contributions (Article 8)
New language. Union to notify City of employees who sign up to contribute to Teamsters' political action committee via payroll deduction.

10. Grievances (Article 9, Section 5 and 6)
Language updated to clarify existing procedures and to add impartial mediation.

11. Salary and Man Power Study for Utilities (Article 10)
New language. The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing a manpower study. Manpower study for utility plant operation classifications to be completed within 1 year of contract ratification. City will meet and confer with the Union regarding implementation of and position and/or salary recommendations based on both studies.

12. Effective Dates (Article 13, Section 1)
Term of Agreement will be July 1, 2021 through June 30, 2023.

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

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

**Section 2. Title.** Adopt Resolution No. 2021-56, a Resolution of the City Council of Coachella, California, Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Confidential Mid-Management Employees Bargaining Unit.

**PASSED, APPROVED** and **ADOPTED** this 8th day of September 2021.

_____
Steven A. Hernandez
Mayor

**ATTEST**:

_____
Angela M. Zepeda
City Clerk

**APPROVED AS TO FORM:**

_____
Carlos Campos
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-56 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8th day of September 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Andrea J. Carranza, MMC
Deputy City Clerk

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# MEMORANDUM OF UNDERSTANDING
# BETWEEN THE CITY OF COACHELLA
# AND
# TEAMSTERS LOCAL 1932
# CONFIDENTIAL MID-MANAGEMENT EMPLOYEES

## JULY 1, ~~2019~~ 2021 TO JUNE 30, ~~2021~~ 2023

**TEAMSTERS LOCAL 1932**
**CONFIDENTIAL MID-MANAGEMENT EMPLOYEES**
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# ARTICLE 1 – PREAMBLE

## SECTION 1. INTENT

It is the intent and purpose of the City of Coachella and Teamsters Local 1932, representing the employees of the Confidential Mid-Management group, that this Memorandum of Understanding ("Agreement") shall set forth rules of pay, hours of work, and other terms and conditions of employment to be observed by both parties. This Agreement has been developed in the interest of promoting and improving employee relations between the City of Coachella, California, hereinafter referred to as the City, and Teamsters Local 1932, hereinafter referred to as "the Union or Union". Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

## SECTION 2. RECOGNITION OF UNION

The City of Coachella acknowledges Teamsters Local 1932 ("Teamsters Local 1932") as the sole and exclusive bargaining representative for the following unit:

1. INCLUDED: All permanent full-time and probationary employees in the classified service of the City, including but not limited to those classifications listed in Appendix A to this Memorandum of Understanding ("MOU") as well as all permanent full-time employees who are not within the classified service performing work within the scope of the job descriptions of employees in the classified service of the City.
2. EXCLUDED: All temporary employees as defined in and limited by Article 10 of this Agreement, part-time employees, and all management personnel.
3. When the City creates a new job classification, the City shall give written notice (letter, email, FAX) to Teamsters Local 1932 of the bargaining unit assignment, if any, of such classification and the pay range of the classification. Teamsters Local 1932 shall have ten (10) calendar days after mailing of such notice to contest the City's assignment of the newly created classification to another bargaining unit or to non-bargaining unit status. If Teamsters Local 1932 timely contests the assignment of the newly created classification, the parties shall meet to make an effort to reach agreement within ten (10) calendar days on the bargaining unit

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assignment for the classification. If no agreement within the prescribed timeframe, the City's determination will be final.

## ARTICLE 2 - MANAGEMENT RIGHTS

Teamsters Local 1932 recognizes that the City has the authority to manage and direct, on behalf of the public, all operations and activities of the City to the full extent authorized by law.

1. The City retains the exclusive right to manage and direct City services, the performance of and the work force performing such services. The City retains all of its exclusive management rights, which include, but are not limited to:

   a. determine the mission of its constituent departments, commission, boards and issues of public policy;
   b. set standards and levels of service;
   c. determine the procedures and standards of selection for employment and promotions;
   d. direct its employees;
   e. establish and enforce dress and grooming standards;
   f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
   g. maintain the efficiency of governmental operations;
   h. determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
   i. determine the content and intent of job classifications;
   j. determine methods of financing;
   k. determine style and/or type of City-issued wearing apparel, equipment or technology to be used;
   l. determine and/or change the facilities, methods, technology, means, organization structure and site and composition of the work force and allocate and assign work by which the City operations are to be conducted;
   m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions

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including, but not limited to, the right to contract for or subcontract any work or operations of the City;

n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

o. establish and modify productivity and performance programs and standards;

p. for good cause, to discharge, suspend, demote, reprimand, withhold salary and benefits or otherwise discipline employees in accordance with applicable law;

q. establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith; take all necessary actions to carry out its mission in emergencies;

r. exercise complete control and discretion over its organization and the technology or performing its work; and

s. establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.

2. The exercise by the City through its Council and management representatives, City Manager, Department Directors and Executives, of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

## ARTICLE 3 – SALARIES

### SECTION 1. BASE SALARY AND CLASS TITLES

The pay for employees covered by this Agreement for the period of July 1, 20~~19~~21 to June 30, 202~~1~~3 is set forth in Appendix A. Appendix A reflects a ~~four percent (4%)~~ three and one-half percent (3.5%) cost of living adjustment effective July 1, 20~~19~~21. Appendix B reflects a ~~four percent (4%)~~ three and one-half percent (3.5%) cost of living adjustment effective July 1, 202~~0~~2.

If cannabis tax revenue increases at least $800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.

### SECTION 2. SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

Salary ranges are established to provide fair compensation to each position covered by this Agreement. Initial appointments shall be made at the minimum step within the approved pay



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range. The City Manager may approve a higher starting step if the best interests of the City so require.

**SECTION 3. STEP ADVANCEMENT**

A. Salary advancement within each class shall not be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the Department Head and approved by the City Manager. Merit increases shall be effective on the employee's anniversary date.

B. Upon successful and satisfactory completion of six (6) months of service, an eligible employee may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within the range is reached.

C. Merit increases will be provided for eligible employees based on performance evaluation conducted on employee's service anniversary date and as outlined in this MOU.

D. The City implemented a performance step recognizing outstanding performance on January 1, 2012. An employee's advancement to the performance step is based on his/her achievement, over the course of the performance appraisal period following his/her anniversary date, of the goals and objectives established and agreed upon between the employee and his/her supervisor and approved by the Director and City Manager. The Labor/Management Committee adopted the appraisal tool criteria for what constitutes outstanding service and goals and objectives in order to be eligible for the performance step on April 1, 2012.

**SECTION 4. PROMOTION**

A. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%);

B. Upon successful completion of six (6) months of service in the new class, an employee placed in Step A of the salary schedule may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within the range is reached.

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C. Any employee appointed by the City Manager or department head to an acting higher position on a temporary or interim basis shall receive pay pursuant to Section 4.A. of this Article.

**SECTION 5. RECLASSIFICATION**

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds the employee's present rate of pay by a minimum of five percent (5%) of the employee's base rate of pay.

**SECTION 6. DEMOTION**

When an employee is demoted, the employee's base pay rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause. If the demotion is for cause the employee's pay rate shall be set at any appropriate step rate in the lower range that is less than the employee's existing salary as determined by the City Manager.

**SECTION 7. METHODS OF COMPENSATION**

Compensation shall be determined on a monthly basis. Employees shall be paid on a biweekly basis unless otherwise specified in the Coachella Municipal Code.

**SECTION 8. PROBATIONARY PERIOD**

A. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position assignment, and for the evaluation of continued employment of the probationary employee. Probationary employees remain "at will" and may be terminated without cause, right of appeal, or other so-called Skelly rights until the successful completion of the probationary period.

B. Appointments, including promotional appointments, shall be tentative and subject to a probationary period beginning with the employee's appointment to a regular position. The probationary period shall be for a six (6) month period of actual service. The City may, at its discretion, extend the probationary period an additional six (6) months. Probationary employees who missed regularly

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assigned work may have the probationary period extended by the equivalent amount of time of the employee's absence.

C. If the service of the probationary employee has been deemed satisfactory, the Department Head shall complete a performance evaluation no more than thirty (30) days prior to the expiration of an employee's probationary period recommending regular status. All actions changing an employee's status from probationary to regular shall not be made nor become effective until approved by Human Resources.

D. Each probationary employee shall have his or her performance evaluated prior to the end of the probationary period of service or at more frequent intervals when deemed necessary by the City. Such evaluations shall be reported in writing and in a form approved by Human Resources. Upon successful completion of the probationary period the employee may pass by receiving a satisfactory rating or higher. Failure to obtain a satisfactory rating typically results in dismissal of the employee; however, the City may extend probation at its discretion. Dismissal as to a promoted position means dismissal only from the promoted position; following said dismissal, the employee shall be reassigned back to the position assigned prior to promotion.

E. During the probationary period, an employee may be suspended, demoted, or dismissed at any time and for any reason by the City. Notification of suspension, demotion, or dismissal in writing shall be served on the probationary employee and a copy filed with Human Resources.

F. The City will notify Teamsters Local 1932 within five (5) working days of any extension of a probationary period.

## ARTICLE 4 – MISCELLANEOUS PROVISIONS

### SECTION 1. ADMINISTRATIVE LEAVE

Employees shall be granted ten (10) days administrative leave per year on July 1. Employees hired between July 2 – June 30 of any fiscal year shall accrue 3.85 hours bi-weekly of administrative leave for the fiscal year they were hired. Use of administrative leave is subject to department head and/or City Manager approval. Unused administrative leave may be accrued up to a maximum of two hundred fifty (250) hours. Upon request, employees shall be paid for up to one half (1/2) of



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their accrued administrative leave. Payment for accrued administrative leave shall be made once a year. Payment shall be made at the employee's regular rate of pay at the time the accrued administrative leave is redeemed.

**SECTION 2. CITY VEHICLE**

Employees may be provided City vehicles for use in the performance of their job duties. Employees who are required to use their automobiles on official City business shall be reimbursed at the current Internal Revenue Service standard mileage rate.

**SECTION 3. PERSONNEL RULES**

Employees covered by this Agreement are subject to the City's Personnel Rules and Regulations. In the event of a conflict between this Agreement and the Personnel Rules and Regulations the terms of this Agreement shall prevail.

**SECTION 4. WORK SCHEDULE**

A. The City converted to a 4/10 work schedule on July 1, 2012, whereby employees work ten (10) hours per day Monday through Thursday, between the hours of 5:00 a.m. and 6:00 p.m.

B. Holidays, floating holidays and vacation hours will be computed at the rate of ten (10) hours per day.

C. Departments may require alternative work schedules for some employees to meet the demands of operations, including weekends and evenings. Change in work schedule requires a fourteen (14) day notice. Affected employees have the right to waive the fourteen (14) day notice requirement.

**SECTION 5. BILINGUAL PAY**

Additional compensation in the amount of twenty-five dollars ($25.00) per pay period for employees who use their conversational Spanish skills when interacting with the public on a more limited basis. To be eligible to receive bilingual pay, an employee must be serving in an eligible classification as listed on Appendix A (Salary Schedule) and be certified by the City to receive such pay. The City may periodically require evaluation of incumbents receiving bilingual pay.

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## SECTION 6. LONGEVITY PAY

City Mid-Management employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

*For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

# ARTICLE 5 – EMPLOYEE BENEFITS

## SECTION 1. EMPLOYEE INSURANCE

A. Health and Medical Insurance

1. For employees choosing coverage, the City will pay up to the median cost of the CalPERS medical premium for single, two-party, and family coverage for employees, spouses, domestic partners and dependents.
2. Employees with duplicate health coverage may choose to cash in five hundred twenty-five dollars ($525.00). An employee must submit a written request for payment and annual evidence of duplicate coverage.

B. Optical and Dental

1. The City will pay full premiums for both optical and dental benefits for employees and dependents.
2. Employees may decline vision coverage, thereby waiving such coverage and shall receive in cash the fees which would have been paid in the form of such insurance premiums.

C. Life Insurance



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The City will provide a one-hundred fifty thousand ($150,000) policy for each employee.

D. Long Term and Short Term Disability Insurance

The City shall pay the premiums to cover employees under a long and short term disability insurance plan.

## SECTION 2.MEDICAL BENEFITS REOPENER

If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

## SECTION ~~2~~3.RETIREMENT

A. The City contracts with the California Public Employees Retirement System (CalPERS). Effective October 20, 2012, the City adopted a two-tier retirement plan:

- Employees hired prior to October 20, 2012 are covered under the 3%@60 CalPERS Plan (First Level) and will be on the "One Year Final Compensation" benefit plan. Employees under the 3%@60 CalPERS Plan currently pay an 8% member contribution. This amount is set by CalPERS.
- Employees hired on or after October 20, 2012 are covered under the 2%@60 CalPERS Plan (Second Level) and will be on the "Three Year Final Compensation" benefit plan. Employees under the 2%@60 CalPERS Plan currently pay a 7% member contribution. This amount is set by CalPERS.
- Effective January 1, 2013, new employees are covered under the 2%@62 CalPERS Plan (PEPRA) and will be on the "Three Year Final Compensation" benefit plan. Employees under the 2%@62 CalPERS Plan currently pay a 6.75% member contribution. This amount is set by CalPERS.

B. Effective July 1, 2019, employees under the 3%@60, 2%@60, and 2%@62 CalPERS Plans agree to pay an additional one percent (1%) of the City's share of their CalPERS pension contribution.



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Effective July 1, 2020, employees under the 3%@60, 2%@60, and 2%@62 CalPERS Plans agree to pay an additional one percent (1%) of the City's share of their CalPERS pension contribution.

C. The City agrees to pay two dollars ($2.00) per month per employee for their participation in the 1959 PERS Survivor's Benefit Program (Government Code sections 21570 et seq.)

D. The City currently contributes the following amount towards an eligible retiree's CalPERS medical premium:

~~2019 - $229.50 per month~~

~~2020 - $243.00 per month~~

2021 - $256.50 per month

2022 - $270.00 per month

2023 - $270.00 per month

**SECTION ~~3~~4.SICK LEAVE**

A. Sick leave shall be earned at the rate of ten (10) hours per month.

B. The maximum accrual of sick leave shall be two hundred (200) days, two thousand (2,000) hours.

C. Cash Out: Termination of Employment

1. Retirement: fifty percent (50%) accrued sick leave
2. Layoff: fifty percent (50%) accrued sick leave
3. Death: fifty percent (50%) of accrued sick leave
4. Discharged: None

D. Cash Out: Annual

Employees have the option of accruing all of their yearly sick leave or being paid for it in accordance with the following provisions:

1. Provisions for the payment of unused sick leave shall be based on a fiscal year basis (July 1 to June 30).
2. Employees may cash in or convert to vacation one half (1/2) of their annual unused sick leave hours at the end of each fiscal year. If neither of these options is exercised, the unused sick leave will be accrued.

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3. The cash in of sick leave shall be based on an employee's hourly rate as of June 30 except for retirement or layoff.

E. Use of Sick Leave

Sick leave shall be used only in case of sickness or disability of an employee or for an illness in the employee's immediate family. Misuse of sick leave shall be grounds for disciplinary action.

F. Notification of Sickness

1. To receive compensation while absent on sick leave an employee must notify his/her immediate supervisor in the manner provided for in departmental rules and regulations or as otherwise allowed by law.

2. When an employee requests sick leave, the City shall follow the guidelines outlined in SB 579 and all other applicable laws to determine whether a doctor's note will be required. ~~a sick leave absence is for more than three (3) consecutive working days, an employee's illness must be verified in a written statement from an attending physician or a personal affidavit stating the fact of the medical necessity for the absence. Employees shall furnish any other proof of sickness reasonably required by the department head or the City Manager.~~

G. Return From Sick Leave

Upon return from sick leave an employee may be required by his/her department head to report for an examination by a City selected medical examiner to determine his/her fitness for duty.

H. Family Sick Leave

1. In case of illness of a member of the employee's immediate family, the employee, upon proper notice, may take up to one-half of his/her annual sick leave accrual per year for family sick leave.

2. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law brother, brother-in-law, child, stepchild or guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.

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3. Family sick leave shall be deducted from the employee's accumulated sick leave.

**SECTION ~~4~~5. BEREAVEMENT LEAVE**

1. In case of a death in the employee's immediate family the employee, upon submission of proper notice, may take up to three (3) consecutive work days of bereavement leave.
2. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law brother, brother-in-law, child, stepchild or guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.

**SECTION ~~5~~6.STATE DISABILITY INSURANCE**

Members of the Mid-Management Unit shall be covered by State Disability Insurance and the required amount shall be withheld from each employee's paychecks to pay this benefit as required by state law.

**SECTION ~~6~~7. HOLIDAYS**

A. The following days shall be considered holidays with pay.

1. New Year's Eve
2. New Year's Day
3. Martin Luther King's Birthday
4. Presidents' Day
5. Cesar Chavez's Birthday
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Veterans' Day
11. Thanksgiving Day
12. Christmas Eve
13. Christmas Day

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B. If a holiday falls on a Friday or Saturday, it will be observed on the preceding Thursday. If a holiday falls on a Sunday, it will be observed on the following Monday.

C. Floating Holidays

In lieu of three (3) former holidays (Lincoln's Birthday, Admission Day and Day After Thanksgiving), three (3) floating holidays will accrue to employees on July 1 each year. Floating holidays earned in a fiscal year and unused as of June 30 shall either be cashed out or converted to vacation and carried over to the next fiscal year at the employee's option.

**SECTION ~~7~~8.JURY DUTY**

An employee who is summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary. Any jury fees received by an employee shall be submitted to the Finance Department. Compensation for mileage or subsistence allowances while serving on a jury are not considered as a fee and shall be retained by the employee.

Any employee who is called as a witness arising out of and in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by an employee shall be submitted to the Finance Department, together with any mileage received by the employee if he/she uses City transportation. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

Nothing herein shall be deemed to affect the right of the City Manager to discuss with an employee the possibility and practicability of seeking an exemption or excuse from jury duty or as a witness as may legally be available, when absence by the employee would create undue hardship for the employee or his/her department, or would materially affect required service to the public.

**SECTION ~~8~~9.VACATION**

A. Vacation shall be earned as follows:

1. 1st year through 3rd year of service – eleven (11) days per year.
2. 4th year through 10th year of service – sixteen (16) days per year.
3. 11th year through 15th year of service – twenty (20) days per year.



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4. 16th year through 20th year of service – twenty-five (25) days per year.
5. Over twenty (20) years of service – thirty (30) days per year.

B. Vacation schedules must be submitted to the Department head for approval.

C. Vacation may be accrued up to the amount earned over the preceding twenty-four (24) months provided; however, that vacation accrued in excess of three hundred twenty (320) hours is subject to the approval of the City Manager.

Once this two year maximum amount has been accrued the employee shall accrue no further vacation until the accrued level has been reduced to below the maximum. The employee will then again begin accruing but at no time shall the employee's level of accrued vacation exceed the amount of vacation that the employee accrues in two years.

D. Subject to filing an official request, an employee may cash in up to eighty (80) hours of vacation annually (based on a fiscal year: July 1-June 30).

E. Prior to an employee taking of vacation time, he/she may request and, upon such approval, shall receive a payroll check for the wages which normally would be earned during the duration of the employee's vacation.

**SECTION ~~9~~10. EDUCATION REIMBURSEMENT**

The City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in a job related courses. Payment is predicated on an employee receiving a 2.0 grade or better, and is based upon a fiscal year. The City will also reimburse employees one hundred percent (100%) of the cost of job-related: college preparatory classes, certifications, professional licensure preparatory classes, vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses. The cost to the City for the reimbursements shall not exceed five thousand ($5,000) per employee for a twelve (12) month period. Requests for reimbursements must be submitted and approved prior to enrolling in a course or applying for a certificate, license or renewal. Newly hired employees serving a probationary period are not eligible for this benefit.

**SECTION 11~~0~~. SAFETY EQUIPMENT**

Employees covered by this Agreement whose duties require them to perform work which exposes their feet to potential harm or danger shall be required to wear safety shoes during working hours. The City will determine the specifications for the shoes and will contribute up to ~~two hundred fifty~~ five hundred ($~~250.00~~500.00) dollars, plus sales tax, towards the purchase. If an employee chooses a shoe whose cost is above what the City contributes, it shall be the responsibility of the employee to pay the difference. The City shall provide ~~one (1)~~ two pairs of shoes every July, based upon the employee's demonstration to their supervisor that the shoes they wish to replace need to be replaced. Should an employee's work render the shoes ineffective for purposes of foot safety in a period of less than twelve (12) months, that employee must demonstrate to their supervisor or Department Head that the shoes need to be replaced before a second pair will be provided.

**SECTION 12~~1~~. MEDICAL FLEX PLAN**

The City will provide and administer an "employee benefits plan" for medical expenses pursuant to section 125 of the Internal Revenue Service Code. Participation in the plan is voluntary. The annual deduction is determined by the Internal Revenue Service.

## ARTICLE 6 – GENERAL PROVISIONS

**SECTION 1. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

A. The City and Teamsters Local 1932 agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.

B. The parties agree to cooperate actively and positively supporting the concept of equal opportunity to achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.

C. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential.

D. The provisions of this Agreement shall be applied equally to all employees subject to the Agreement without regard to sex (including pregnancy, gender identity, gender expression, and sexual orientation), marital status, race, color, ~~,~~

religion, national origin, mental disability, physical disability, age (40 and above), medical condition (cancer or genetic characteristic), or any other protected class under applicable law.

## SECTION 2. LAYOFFS & REDUCTIONS IN FORCE

A. Purpose for Layoffs

For reasons of economy, efficiency, or in the interest or mandate of the public, reductions of City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may eliminate positions, and the employees holding such positions may be laid off.

B. Seniority and Order of Layoff

1. Seniority shall be by date of first employment in the employee's current classification. Layoffs shall be in reverse seniority order in the affected classification, with junior employees being laid off before senior employees. No full-time permanent employee may be laid off while any temporary, probationary or part-time employees, or any employees with less seniority, are retained in the affected classification. A senior employee who is to be laid off shall have the right to bump a junior employee in a lower paying classification provided that the senior employee shall have previously established permanent status in the position into which she/he wishes to bump.

2. If an employee exercises bumping rights to a lower classification, said employee shall have the right to be the next person promoted to the classification from which he or she was laid off for a period of 24 months from the effective date of the lay-off action.

C. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes.

D. Reinstatement List and Recall Rights

1. Full-time permanent employees of the City who are laid off from the competitive service in good standing shall have their names placed on a recall list for a period not to exceed two (2) years from date of layoff, and



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shall be eligible for recall for any vacancies within the same position classification held by the employee, provided that the employee meets the minimum qualifications and is able to perform the duties of the job. Laid off employees applying for vacancies in other position classifications shall be given preference provided they meet the minimum qualifications for the position and are able to perform the duties of the job.

2. Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of layoff, unless subsequent changes in the MOU have been made in the intervening time regarding a particular benefit, in which case the newer MOU language regarding benefit entitlement will take precedent.

3. After expiration of the two (2) year recall list, laid off employees will be treated the same as internal candidates for employment recruitment purposes only in accordance with the "Recruiting, Hiring and Promotions of Classified Employees" policy for a period of twelve (12) months after approval of this MOU.

E. Payment for Accumulated Leave

The laid-off employee shall have the option of receiving payment for any accumulated vacation leave, compensatory time, or "frozen" sick leave with a cash value in accordance with the provisions of the MOU and respective City policies, at any time during the layoff period. Payment shall be made in one (1) full payment. An employee electing to defer automatic payment of these leave balances by the City must notify the Human Resources Department in writing of their choice. If payment is not selected at the end of the two (2) year period the City will automatically pay the employee the amount to which he or she is entitled. Once an employee elects payment of any balances, the payment will be subject to the provisions applicable for those programs in effect at the time of reinstatement.

F. Severance Pay

The laid-off employee will be provided four (4) weeks of severance pay.

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# ARTICLE 7 – SECURITY PROVISIONS

## SECTION 1. DUES CHECKOFF

Teamsters Local 1932 is authorized to use payroll deductions for collecting employee organizational dues on a monthly basis.

## SECTION 2. MAINTENANCE OF MEMBERSHIP

The Union shall have the sole and exclusive right to have membership dues deducted by the City for employees covered under this Agreement, upon appropriate written authorization submitted by such employees to Teamsters Local 1932. Teamsters Local 1932 shall advise the City in writing of the membership dues to be deducted for each member. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums. Teamsters Local 1932 shall notify the City in writing of any change in dues thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues authorization.

Teamsters Local 1932 shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to Teamsters Local 1932. The City shall deduct the approved bi-weekly membership dues within the first pay period upon receiving written notification from Teamsters Local 1932.

The City shall forward a monthly report to the Union and the Assigned Business Agent, which will include any all personnel actions (new hires, terminations, transfers, promotions, home address changes, etc.) within the Unit.

## SECTION 3. CHANGES IN COMPENSATION AND BENEFITS

In the event any other bargaining unit or non-bargaining unit member receives any economic benefit (i.e., salary, insurance, etc.) during the term of this agreement, unit members represented by Teamsters Local 1932 shall receive the equivalent increase. In the event any other bargaining unit or non-bargaining unit member receives any economic benefit and the benefit does not exist in this contract, unit members shall receive the equivalent amount toward the benefit of their choice.

# ARTICLE 8 – D.R.I.V.E. VOLUNTARY CONTRIBUTIONS

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The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City in writing of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

The City shall transmit to DRIVE National Headquarters on a biweekly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the biweekly payroll deduction plan.

DRIVE shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a DRIVE contribution authorization.

## ARTICLE ~~8~~9 – EMPLOYEE/EMPLOYER RELATIONS

### SECTION 1. LABOR/MANAGEMENT COOPERATION COMMITTEE

A Labor/Management Committee shall be established for the following purposes:

A. To improve communication between representatives of Labor and Management;

B. To study and explore ways of eliminating potential problems between the City and its employees;

C. This Committee is not intended to circumvent, replace or modify the grievance procedure.

D. The City and Teamsters Local 1932 agree to create a subcommittee to meet and confer as necessary on revisions to City's Personnel Rules.

### SECTION 2. STEWARDS

The Teamsters Local 1932 may be represented by two (2) Stewards. Teamsters Local 1932 shall notify the City in writing of the employees selected to act as Stewards, as well as to provide notice if employee representation changes during the term of this Memorandum of Understanding. Stewards shall, unless performing steward duties, be and remain at their regular place of work. Not more than one (1) of the designated steward representatives may participate in any special



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meeting to resolve a problem within the scope of bargaining or grievance hearing at one time, unless authorized by the City Manager.

The City will provide Teamsters Local 1932 one-hundred (100) hours per fiscal year, for both stewards, for all steward meetings, trainings, and executive board meetings during working hours. Any unused hours remaining at the end of the fiscal year will not carry over. This release time shall be paid City time. Stewards are required to inform their immediate supervisor of such meetings, trainings, and executive board meetings a minimum of five (5) business days in advance. Supervisors have the discretion to deny attendance to ensure that work locations are adequately covered if necessary. Stewards will record the date and amount of time spent on such activities using the City's online timekeeping system.

In accordance with SB 1085, Teamsters Local 1932 agrees to reimburse the City for all compensation and benefits paid to a steward for additional release time requested by Teamsters Local 1932 that fall outside normal steward duties, as listed above. Stewards will record the date and amount of time spent on additional release time using the City's online timekeeping system. The City will submit a request for reimbursement to Teamsters Local 1932 on a monthly basis and Teamsters Local 1932 will reimburse the City within thirty (30) days of receipt of said request.

**SECTION 3. BULLETIN BOARD**

The City will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. Only areas designated by the appropriate authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

A. Scheduled Teamsters meetings, agendas and minutes.
B. Information on Teamsters elections and the results.
C. Information regarding Teamsters social, recreational and related news bulletins.
D. Reports of official business of Teamsters, including reports of committees or the Board of Directors.

**SECTION 4. TRAINING CENTER**

The City will send notification of Mid-Management Unit job openings to Teamsters for posting at their Training Center.



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## SECTION 5. GRIEVANCES

~~A grievance of a wrong, real or fancied, considered by an employee as grounds for complaint, except in a case of a personnel action arising out of position, classification, pay, demotion, suspension and dismissal. The adjustment of complaints arising therefrom are separately provided.~~

A grievance is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing City administered Personnel Rules and Regulations, policies, or this MOU.

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly, the following procedure is established.

## SECTION 6. GRIEVANCE PROCEDURE

A. A grievance must be presented to the ~~immediate~~ direct supervisor within seven (7) working days of the event giving rise to the grievance or the grievance will be deemed untimely. The ~~immediate~~ direct supervisor shall make inquiry into the facts and circumstances of the complaint and shall attempt to resolve the matter promptly and fairly. The direct supervisor shall provide response to employee within seven (7) working days of receipt of the grievance.

B. An employee, if dissatisfied with the decision of the direct supervisor, may submit the grievance in writing to the Department Head. The Department Head shall make a separate investigation and inform the employee in writing of his/her decision and the reason therefore within seven (7) ~~calendar~~ working days after receipt of the employee's grievance. If the direct supervisor is the Department Head, then the employee will proceed to Step 3.

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C. If the employee is dissatisfied with the Department Head's/direct supervisor's decision, he/she may request in writing a review by the City Manager within seven (7) ~~calendar~~ working days following the receipt of the decision of the Department Head/direct supervisor. The City Manager shall make an investigation and conduct such hearings as he/she deems necessary and shall within fifteen (15) ~~calendar~~ working days after the receipt of the employee's request for review, inform the employee in writing of his/her findings and decision. ~~The decision of the City Manager shall be final.~~

D. If the grievance is not resolved at the City Manager level, within 15 days after the receipt of the City Manager's decision, the employee or representative may submit the written grievance to mediation for an advisory decision. The impartial mediation will be handled by the California State Mediation and Conciliation Service or by another mediation service agreed to by both parties. If this step in the grievance process is requested, it will be at no cost to the City. The outcome of the mediation will be considered advisory to the City Manager. After considering the outcome of the mediation, the City Manager shall inform the employee in writing of his findings within 15 working days. The decision of the City Manager shall be final.

~~.If a grievance challenges an action of the City Manager taken prior to the time it would reach her/him under this procedure, she/he shall not review the grievance as City Manager. The final step in the procedure shall be reviewed by the City Manager or equivalent official from another local agency who shall discharge the functions normally performed by the City Manager under this procedure.~~

The City shall make available to the employee or the employee representative a standard grievance form.

## ARTICLE 10 SALARY AND MAN POWER STUDY FOR UTILITIES

The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing the manpower study described below. Study is to be job description based and not classification based. Study comparative entities to include an equal mix of stand-alone utilities (not City owned/operated) and City utilities.



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The City further agrees to conduct a manpower study for utility plant operation classifications to be completed within 1 year of contract ratification.

Study to include:

- Workload needs:
    - Number of hours to complete assigned jobs
        - Ex: 10 hours to treat wastewater, per day.
    - Number of personnel required to complete assigned jobs
    - Job assignments needed to meet baseline utility operations requirements
        - Ex: a valve turning program is not currently implemented, but is a baseline requirement of a water utility. The assignment should be included in workload needs.

- Examples of jobs to be studied:
    - Duties required to operate a sanitary and water district

Utility plant operation classifications include the following positions:

- Treatment Plant Operator (all levels)
- Chief Treatment/Collections System Operator
- Sanitary Superintendent
- Water Superintendent
- Water Service Worker (all levels)
- Senior Water Service Worker (all levels)
- Other positions directly related to utility plant (water and wastewater operations) identified as necessary in the manpower study.

Note: these positions specifically exclude all clerical, administrative and management positions of the Water Authority and Sanitary District that overlap with other City positions (based on duties performed) to prevent different salary levels within other City operations. In no event will a utility position for which there is an equivalent or similar position elsewhere in the City be considered under a separate salary study.

The results of this salary study will be incorporated into the next City-wide salary study without update provided a City wide salary study is conducted within two years of the report date of this salary study.

City agrees to include employees and their job knowledge/experience of the Utilities in this study.

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Upon conclusion of the salary and manpower studies, the City will meet and confer with the Union regarding implementation of and position and/or salary recommendations based on both studies.

## ARTICLE ~~9~~11 – CONTRACTING

In the event the City determines a service and/or program will be contracted out, City agrees that any Request for a Proposal for contracting out a service and/or program will not displace any current employee. The City will agree to meet and confer with Teamsters Local 1932 and give notice as required by law.

## ARTICLE 1~~0~~2 – TEMPORARY EMPLOYEES

The City shall have the right to hire temporary employees (casuals) at the appropriate classification as outlined in this MOU as determined by the Department Head. Such employees shall not be covered by this MOU and shall not be employed in excess of one hundred twenty (120) working days within a calendar year. If a temporary employee is employed in excess of one hundred twenty (120) consecutive working days in a calendar year, then that temporary employee will be covered by the MOU and become a regular employee.

## ARTICLE 1~~1~~3 – EFFECTIVE DATES

### SECTION 1. EFFECTIVE DATE

The provisions of this Agreement shall be effective commencing July 1, 20~~19~~21, except as otherwise specified in this Agreement, and shall remain in effect until June 30, 202~~1~~3, or until superseded by another Agreement.

### SECTION 2. SEPARABILITY

If any section, subsection, sentence, or clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. The City and Teamsters Local 1932 hereby declare that they would have enacted this Agreement and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.



DRAFT

Signed this _____ day of _____, 20~~19~~21.

**CITY OF COACHELLA**

_____
~~William P. Pattison~~ Dr. Gabriel Martin
City Manager

**TEAMSTERS LOCAL 1932**

_____
Natalie Harts
Teamsters Local 1932
Representative

_____
Jerry Jimenez
Employee Representative

_____
~~Lynn Sugar Germain~~
Employee Representative

DRAFT

**City of Coachella - Salary Schedule**
**Confidential Mid-Management Employees**
**July 1, 2021 - June 30, 2022**
***3.5% COLA Effective July 1, 2021***

| | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Accounting Manager** | h | 51.47 | 54.04 | 56.74 | 59.55 | 62.52 | 65.67 |
| | m | 8,921.56 | 9,366.47 | 9,834.71 | 10,322.68 | 10,837.55 | 11,382.93 |
| ***Grade 37*** | a | 107,058.74 | 112,397.69 | 118,016.50 | 123,872.11 | 130,050.65 | 136,595.16 |
| **Administrative Assistant** | h | 31.14 | 32.71 | 34.35 | 36.05 | 37.86 | 39.75 |
| | m | 5,398.15 | 5,669.04 | 5,954.29 | 6,248.50 | 6,562.45 | 6,890.75 |
| ***Grade 10*** | a | 64,777.75 | 68,028.48 | 71,451.43 | 74,982.02 | 78,749.42 | 82,689.05 |
| **Assistant to the City Manager** | h | 51.32 | 53.88 | 56.56 | 59.38 | 62.36 | 65.46 |
| | a | 8,894.65 | 9,339.56 | 9,804.21 | 10,292.18 | 10,808.85 | 11,347.05 |
| ***Grade 36*** | m | 106,735.82 | 112,074.77 | 117,650.52 | 123,506.14 | 129,706.20 | 136,164.60 |
| **Associate Planner** | h | 39.92 | 41.91 | 43.99 | 46.20 | 48.49 | 50.91 |
| | m | 6,919.46 | 7,263.91 | 7,624.50 | 8,008.42 | 8,404.89 | 8,824.69 |
| ***Grade 32*** | a | 83,033.50 | 87,166.87 | 91,494.00 | 96,100.99 | 100,858.68 | 105,896.23 |
| **Building Official** | h | 50.86 | 53.40 | 56.06 | 58.85 | 61.80 | 64.88 |
| | m | 8,815.72 | 9,255.25 | 9,716.30 | 10,200.68 | 10,711.97 | 11,246.59 |
| ***Grade 25*** | a | 105,788.59 | 111,062.95 | 116,595.65 | 122,408.21 | 128,543.69 | 134,959.03 |
| **Chief Treatment/Collections** | h | 41.35 | 43.41 | 45.59 | 47.87 | 50.27 | 52.79 |
| **System Operator** | m | 7,167.03 | 7,524.04 | 7,902.57 | 8,297.25 | 8,713.46 | 9,149.40 |
| ***Grade 29*** | a | 86,004.36 | 90,288.43 | 94,830.84 | 99,567.00 | 104,561.50 | 109,792.80 |
| **Civil Engineering Associate** | h | 39.35 | 41.30 | 43.36 | 45.54 | 47.81 | 50.18 |
| | m | 6,820.79 | 7,158.06 | 7,515.07 | 7,893.60 | 8,286.49 | 8,697.31 |
| ***Grade 31*** | a | 81,849.46 | 85,896.72 | 90,180.79 | 94,723.20 | 99,437.83 | 104,367.74 |
| **Code Compliance Manager** | h | 50.86 | 53.40 | 56.06 | 58.85 | 61.80 | 64.88 |
| | m | 8,815.72 | 9,255.25 | 9,716.30 | 10,200.68 | 10,711.97 | 11,246.59 |
| ***Grade 25*** | a | 105,788.59 | 111,062.95 | 116,595.65 | 122,408.21 | 128,543.69 | 134,959.03 |
| **Community Development** | h | 34.37 | 36.08 | 37.90 | 39.79 | 41.78 | 43.87 |
| **Technician** | m | 5,957.87 | 6,253.88 | 6,569.63 | 6,896.14 | 7,242.38 | 7,604.77 |
| ***Grade 17*** | a | 71,494.49 | 75,046.61 | 78,835.54 | 82,753.63 | 86,908.54 | 91,257.19 |
| **Community Services** | h | 31.14 | 32.71 | 34.35 | 36.05 | 37.86 | 39.75 |
| **Coordinator** | m | 5,398.15 | 5,669.04 | 5,954.29 | 6,248.50 | 6,562.45 | 6,890.75 |
| ***Grade 10*** | a | 64,777.75 | 68,028.48 | 71,451.43 | 74,982.02 | 78,749.42 | 82,689.05 |
| **Deputy City Clerk** | h | 38.77 | 40.71 | 42.75 | 44.88 | 47.12 | 49.49 |
| | m | 6,720.32 | 7,055.80 | 7,409.22 | 7,778.78 | 8,168.08 | 8,578.91 |
| ***Grade 22*** | a | 80,643.89 | 84,669.62 | 88,910.64 | 93,345.41 | 98,016.98 | 102,946.90 |
| **Economic Development** | h | 51.72 | 54.31 | 57.02 | 59.84 | 62.86 | 65.99 |
| **Manager** | m | 8,964.62 | 9,413.12 | 9,883.15 | 10,372.91 | 10,894.96 | 11,438.54 |
| ***Grade 38*** | a | 107,575.42 | 112,957.42 | 118,597.75 | 124,474.90 | 130,739.54 | 137,262.53 |

**City of Coachella - Salary Schedule**
**Confidential Mid-Management Employees**
**July 1, 2021 - June 30, 2022**
***3.5% COLA Effective July 1, 2021***

| | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Environmental/Regulatory** | h | 39.92 | 41.91 | 43.99 | 46.20 | 48.49 | 50.91 |
| **Programs Manager** | m | 6,919.46 | 7,263.91 | 7,624.50 | 8,008.42 | 8,404.89 | 8,824.69 |
| ***Grade 32*** | a | 83,033.50 | 87,166.87 | 91,494.00 | 96,100.99 | 100,858.68 | 105,896.23 |
| **Executive Assistant** | h | 34.37 | 36.08 | 37.90 | 39.79 | 41.78 | 43.87 |
| | m | 5,957.87 | 6,253.88 | 6,569.63 | 6,896.14 | 7,242.38 | 7,604.77 |
| ***Grade 17*** | a | 71,494.49 | 75,046.61 | 78,835.54 | 82,753.63 | 86,908.54 | 91,257.19 |
| **Finance Services Supervisor** | h | 38.77 | 40.71 | 42.75 | 44.88 | 47.12 | 49.49 |
| | m | 6,720.32 | 7,055.80 | 7,409.22 | 7,778.78 | 8,168.08 | 8,578.91 |
| ***Grade 34*** | a | 80,643.89 | 84,669.62 | 88,910.64 | 93,345.41 | 98,016.98 | 102,946.90 |
| **Grants Manager** | h | 46.97 | 49.31 | 51.77 | 54.38 | 57.09 | 59.95 |
| | m | 8,141.17 | 8,546.62 | 8,973.59 | 9,425.68 | 9,895.70 | 10,390.85 |
| ***Grade 24*** | a | 97,694.06 | 102,559.39 | 107,683.06 | 113,108.11 | 118,748.45 | 124,690.18 |
| **Information Technology** | h | 57.77 | 60.66 | 63.69 | 66.85 | 70.20 | 73.70 |
| **Manager** | m | 10,014.11 | 10,514.63 | 11,040.28 | 11,587.45 | 12,168.70 | 12,775.07 |
| ***Grade 40*** | a | 120,169.30 | 126,175.61 | 132,483.31 | 139,049.35 | 146,024.42 | 153,300.89 |
| **Parks and Recreation Services** | h | 46.97 | 49.31 | 51.77 | 54.38 | 57.09 | 59.95 |
| **Manager** | m | 8,141.17 | 8,546.62 | 8,973.59 | 9,425.68 | 9,895.70 | 10,390.85 |
| ***Grade 24*** | a | 97,694.06 | 102,559.39 | 107,683.06 | 113,108.11 | 118,748.45 | 124,690.18 |
| **Parks Supervisor** | h | 35.37 | 37.14 | 38.98 | 40.93 | 42.99 | 45.15 |
| | m | 6,130.10 | 6,436.87 | 6,756.20 | 7,095.27 | 7,452.28 | 7,825.43 |
| ***Grade 16*** | a | 73,561.18 | 77,242.46 | 81,074.45 | 85,143.24 | 89,427.31 | 93,905.14 |
| **Permit Technician** | h | 31.88 | 33.48 | 35.17 | 36.92 | 38.77 | 40.71 |
| | m | 5,525.52 | 5,803.59 | 6,096.01 | 6,399.20 | 6,720.32 | 7,055.80 |
| ***Grade 12*** | a | 66,306.24 | 69,643.08 | 73,152.14 | 76,790.38 | 80,643.89 | 84,669.62 |
| **Planning Manager** | h | 61.80 | 64.88 | 68.13 | 71.55 | 75.11 | 78.88 |
| | m | 10,711.97 | 11,246.59 | 11,809.90 | 12,401.92 | 13,019.06 | 13,672.07 |
| ***Grade 41*** | a | 128,543.69 | 134,959.03 | 141,718.82 | 148,823.06 | 156,228.70 | 164,064.89 |
| **Principal Planner** | h | 50.86 | 53.40 | 56.06 | 58.85 | 61.80 | 64.88 |
| | m | 8,815.72 | 9,255.25 | 9,716.30 | 10,200.68 | 10,711.97 | 11,246.59 |
| ***Grade 39*** | a | 105,788.59 | 111,062.95 | 116,595.65 | 122,408.21 | 128,543.69 | 134,959.03 |
| **Sanitary Superintendent** | h | 46.97 | 49.31 | 51.77 | 54.38 | 57.09 | 59.95 |
| | m | 8,141.17 | 8,546.62 | 8,973.59 | 9,425.68 | 9,895.70 | 10,390.85 |
| ***Grade 24*** | a | 97,694.06 | 102,559.39 | 107,683.06 | 113,108.11 | 118,748.45 | 124,690.18 |
| **Senior Civil Engineer** | h | 50.86 | 53.40 | 56.06 | 58.85 | 61.80 | 64.88 |
| | m | 8,815.72 | 9,255.25 | 9,716.30 | 10,200.68 | 10,711.97 | 11,246.59 |
| ***Grade 25*** | a | 105,788.59 | 111,062.95 | 116,595.65 | 122,408.21 | 128,543.69 | 134,959.03 |

**City of Coachella - Salary Schedule**
**Confidential Mid-Management Employees**
**July 1, 2021 - June 30, 2022**
***3.5% COLA Effective July 1, 2021***

| | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Senior Management Analyst** | h | 46.97 | 49.31 | 51.77 | 54.38 | 57.09 | 59.95 |
| | m | 8,141.17 | 8,546.62 | 8,973.59 | 9,425.68 | 9,895.70 | 10,390.85 |
| ***Grade 24*** | a | 97,694.06 | 102,559.39 | 107,683.06 | 113,108.11 | 118,748.45 | 124,690.18 |
| **Senior Planner** | h | 44.05 | 46.24 | 48.56 | 50.97 | 53.54 | 56.22 |
| | m | 7,635.26 | 8,015.59 | 8,417.45 | 8,835.45 | 9,280.36 | 9,745.01 |
| ***Grade 23*** | a | 91,623.17 | 96,187.10 | 101,009.38 | 106,025.40 | 111,364.34 | 116,940.10 |
| **Streets Supervisor** | h | 33.79 | 35.47 | 37.23 | 39.10 | 41.07 | 43.12 |
| | m | 5,857.41 | 6,148.04 | 6,453.02 | 6,777.73 | 7,118.59 | 7,473.80 |
| ***Grade 30*** | a | 70,288.92 | 73,776.46 | 77,436.22 | 81,332.78 | 85,423.10 | 89,685.65 |
| **Streets Superintendent/** | h | 44.29 | 46.50 | 48.82 | 51.27 | 53.84 | 56.52 |
| **Emergency Services Coordinator** | m | 7,676.53 | 8,060.44 | 8,462.30 | 8,887.48 | 9,332.39 | 9,797.03 |
| ***Grade 33*** | a | 92,118.31 | 96,725.30 | 101,547.58 | 106,649.71 | 111,988.66 | 117,564.41 |
| **Water Superintendent** | h | 46.97 | 49.31 | 51.77 | 54.38 | 57.09 | 59.95 |
| | m | 8,141.17 | 8,546.62 | 8,973.59 | 9,425.68 | 9,895.70 | 10,390.85 |
| ***Grade 24*** | a | 97,694.06 | 102,559.39 | 107,683.06 | 113,108.11 | 118,748.45 | 124,690.18 |

**City of Coachella - Salary Schedule**
**Confidential Mid-Management Employees**
**July 1, 2022 - June 30, 2023**
***3.5% COLA Effective July 1, 2022***

| | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Accounting Manager** | h | 53.27 | 55.93 | 58.73 | 61.63 | 64.71 | 67.97 |
| | m | 9,233.72 | 9,694.78 | 10,179.16 | 10,683.27 | 11,216.09 | 11,781.20 |
| ***Grade 37*** | a | 110,804.62 | 116,337.31 | 122,149.87 | 128,199.24 | 134,593.06 | 141,374.38 |
| **Administrative Assistant** | h | 32.23 | 33.85 | 35.55 | 37.31 | 39.19 | 41.14 |
| | m | 5,586.52 | 5,868.17 | 6,162.39 | 6,467.37 | 6,792.08 | 7,131.15 |
| ***Grade 10*** | a | 67,038.19 | 70,418.09 | 73,948.68 | 77,608.44 | 81,505.01 | 85,573.80 |
| **Assistant to the City Manager** | h | 53.12 | 55.77 | 58.54 | 61.46 | 64.54 | 67.75 |
| | a | 9,206.81 | 9,666.07 | 10,146.86 | 10,652.77 | 11,187.38 | 11,743.52 |
| ***Grade 36*** | m | 110,481.70 | 115,992.86 | 121,762.37 | 127,833.26 | 134,248.61 | 140,922.29 |
| **Associate Planner** | h | 41.32 | 43.38 | 45.53 | 47.82 | 50.19 | 52.69 |
| | m | 7,161.65 | 7,518.65 | 7,891.81 | 8,288.28 | 8,699.11 | 9,133.25 |
| ***Grade 32*** | a | 85,939.78 | 90,223.85 | 94,701.67 | 99,459.36 | 104,389.27 | 109,599.05 |
| **Building Official** | h | 52.64 | 55.27 | 58.02 | 60.91 | 63.96 | 67.15 |
| | m | 9,124.28 | 9,579.96 | 10,057.16 | 10,557.69 | 11,086.92 | 11,639.47 |
| ***Grade 25*** | a | 109,491.41 | 114,959.52 | 120,685.97 | 126,692.28 | 133,043.04 | 139,673.66 |
| **Chief Treatment/Collections** | h | 42.80 | 44.93 | 47.19 | 49.55 | 52.03 | 54.64 |
| **System Operator** | m | 7,418.19 | 7,787.75 | 8,178.85 | 8,587.88 | 9,018.44 | 9,470.53 |
| ***Grade 29*** | a | 89,018.28 | 93,453.05 | 98,146.15 | 103,054.54 | 108,221.26 | 113,646.31 |
| **Civil Engineering Associate** | h | 40.73 | 42.75 | 44.88 | 47.13 | 49.48 | 51.94 |
| | m | 7,059.39 | 7,409.22 | 7,778.78 | 8,169.88 | 8,577.11 | 9,002.29 |
| ***Grade 31*** | a | 84,712.68 | 88,910.64 | 93,345.41 | 98,038.51 | 102,925.37 | 108,027.50 |
| **Code Compliance Manager** | h | 52.64 | 55.27 | 58.02 | 60.91 | 63.96 | 67.15 |
| | m | 9,124.28 | 9,579.96 | 10,057.16 | 10,557.69 | 11,086.92 | 11,639.47 |
| ***Grade 25*** | a | 109,491.41 | 114,959.52 | 120,685.97 | 126,692.28 | 133,043.04 | 139,673.66 |
| **Community Development** | h | 35.57 | 37.34 | 39.23 | 41.18 | 43.24 | 45.41 |
| **Technician** | m | 6,165.98 | 6,472.75 | 6,799.26 | 7,138.33 | 7,495.33 | 7,870.28 |
| ***Grade 17*** | a | 73,991.74 | 77,673.02 | 81,591.12 | 85,659.91 | 89,943.98 | 94,443.34 |
| **Community Services** | h | 32.23 | 33.85 | 35.55 | 37.31 | 39.19 | 41.14 |
| **Coordinator** | m | 5,586.52 | 5,868.17 | 6,162.39 | 6,467.37 | 6,792.08 | 7,131.15 |
| ***Grade 10*** | a | 67,038.19 | 70,418.09 | 73,948.68 | 77,608.44 | 81,505.01 | 85,573.80 |
| **Deputy City Clerk** | h | 40.13 | 42.13 | 44.25 | 46.45 | 48.77 | 51.22 |
| | m | 6,955.34 | 7,303.37 | 7,669.35 | 8,051.47 | 8,453.33 | 8,878.51 |
| ***Grade 22*** | a | 83,464.06 | 87,640.49 | 92,032.20 | 96,617.66 | 101,439.94 | 106,542.07 |
| **Economic Development** | h | 53.53 | 56.21 | 59.02 | 61.93 | 65.06 | 68.30 |
| **Manager** | m | 9,278.57 | 9,743.21 | 10,229.39 | 10,735.30 | 11,277.08 | 11,838.61 |
| ***Grade 38*** | a | 111,342.82 | 116,918.57 | 122,752.66 | 128,823.55 | 135,325.01 | 142,063.27 |

**City of Coachella - Salary Schedule**
**Confidential Mid-Management Employees**
**July 1, 2022 - June 30, 2023**
***3.5% COLA Effective July 1, 2022***

| | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Environmental/Regulatory** | h | 41.32 | 43.38 | 45.53 | 47.82 | 50.19 | 52.69 |
| **Programs Manager** | m | 7,161.65 | 7,518.65 | 7,891.81 | 8,288.28 | 8,699.11 | 9,133.25 |
| ***Grade 32*** | a | 85,939.78 | 90,223.85 | 94,701.67 | 99,459.36 | 104,389.27 | 109,599.05 |
| **Executive Assistant** | h | 35.57 | 37.34 | 39.23 | 41.18 | 43.24 | 45.41 |
| | m | 6,165.98 | 6,472.75 | 6,799.26 | 7,138.33 | 7,495.33 | 7,870.28 |
| ***Grade 17*** | a | 73,991.74 | 77,673.02 | 81,591.12 | 85,659.91 | 89,943.98 | 94,443.34 |
| **Finance Services Supervisor** | h | 40.13 | 42.13 | 44.25 | 46.45 | 48.77 | 51.22 |
| | m | 6,955.34 | 7,303.37 | 7,669.35 | 8,051.47 | 8,453.33 | 8,878.51 |
| ***Grade 34*** | a | 83,464.06 | 87,640.49 | 92,032.20 | 96,617.66 | 101,439.94 | 106,542.07 |
| **Grants Manager** | h | 48.61 | 51.04 | 53.58 | 56.28 | 59.09 | 62.05 |
| | m | 8,426.42 | 8,846.21 | 9,287.54 | 9,755.77 | 10,241.95 | 10,755.03 |
| ***Grade 24*** | a | 101,117.02 | 106,154.57 | 111,450.46 | 117,069.26 | 122,903.35 | 129,060.36 |
| **Information Technology** | h | 59.79 | 62.78 | 65.92 | 69.19 | 72.66 | 76.28 |
| **Manager** | m | 10,363.94 | 10,882.40 | 11,425.99 | 11,992.89 | 12,593.88 | 13,221.78 |
| ***Grade 40*** | a | 124,367.26 | 130,588.85 | 137,111.83 | 143,914.68 | 151,126.56 | 158,661.36 |
| **Parks and Recreation Services** | h | 48.61 | 51.04 | 53.58 | 56.28 | 59.09 | 62.05 |
| **Manager** | m | 8,426.42 | 8,846.21 | 9,287.54 | 9,755.77 | 10,241.95 | 10,755.03 |
| ***Grade 24*** | a | 101,117.02 | 106,154.57 | 111,450.46 | 117,069.26 | 122,903.35 | 129,060.36 |
| **Parks Supervisor** | h | 36.61 | 38.44 | 40.34 | 42.36 | 44.49 | 46.73 |
| | m | 6,345.38 | 6,662.92 | 6,993.01 | 7,342.84 | 7,712.41 | 8,099.91 |
| ***Grade 16*** | a | 76,144.54 | 79,954.99 | 83,916.14 | 88,114.10 | 92,548.87 | 97,198.92 |
| **Permit Technician** | h | 33.00 | 34.65 | 36.40 | 38.21 | 40.13 | 42.13 |
| | m | 5,719.27 | 6,006.31 | 6,309.50 | 6,623.45 | 6,955.34 | 7,303.37 |
| ***Grade 12*** | a | 68,631.26 | 72,075.74 | 75,713.98 | 79,481.38 | 83,464.06 | 87,640.49 |
| **Planning Manager** | h | 63.96 | 67.15 | 70.51 | 74.05 | 77.74 | 81.64 |
| | m | 11,086.92 | 11,639.47 | 12,222.52 | 12,836.07 | 13,474.73 | 14,151.07 |
| ***Grade 41*** | a | 133,043.04 | 139,673.66 | 146,670.26 | 154,032.84 | 161,696.81 | 169,812.86 |
| **Principal Planner** | h | 52.64 | 55.27 | 58.02 | 60.91 | 63.96 | 67.15 |
| | m | 9,124.28 | 9,579.96 | 10,057.16 | 10,557.69 | 11,086.92 | 11,639.47 |
| ***Grade 39*** | a | 109,491.41 | 114,959.52 | 120,685.97 | 126,692.28 | 133,043.04 | 139,673.66 |
| **Sanitary Superintendent** | h | 48.61 | 51.04 | 53.58 | 56.28 | 59.09 | 62.05 |
| | m | 8,426.42 | 8,846.21 | 9,287.54 | 9,755.77 | 10,241.95 | 10,755.03 |
| ***Grade 24*** | a | 101,117.02 | 106,154.57 | 111,450.46 | 117,069.26 | 122,903.35 | 129,060.36 |
| **Senior Civil Engineer** | h | 52.64 | 55.27 | 58.02 | 60.91 | 63.96 | 67.15 |
| | m | 9,124.28 | 9,579.96 | 10,057.16 | 10,557.69 | 11,086.92 | 11,639.47 |
| ***Grade 25*** | a | 109,491.41 | 114,959.52 | 120,685.97 | 126,692.28 | 133,043.04 | 139,673.66 |

**City of Coachella - Salary Schedule**
**Confidential Mid-Management Employees**
**July 1, 2022 - June 30, 2023**
***3.5% COLA Effective July 1, 2022***

| | Step | A | B | C | D | E | Performance Step (5%) "O" |
|---|---|---|---|---|---|---|---|
| **Senior Management Analyst** | h | 48.61 | 51.04 | 53.58 | 56.28 | 59.09 | 62.05 |
| | m | 8,426.42 | 8,846.21 | 9,287.54 | 9,755.77 | 10,241.95 | 10,755.03 |
| ***Grade 24*** | a | 101,117.02 | 106,154.57 | 111,450.46 | 117,069.26 | 122,903.35 | 129,060.36 |
| **Senior Planner** | h | 45.59 | 47.86 | 50.26 | 52.75 | 55.41 | 58.19 |
| | m | 7,902.57 | 8,295.46 | 8,711.66 | 9,144.02 | 9,605.08 | 10,085.87 |
| ***Grade 23*** | a | 94,830.84 | 99,545.47 | 104,539.97 | 109,728.22 | 115,260.91 | 121,030.42 |
| **Streets Supervisor** | h | 34.97 | 36.71 | 38.53 | 40.47 | 42.51 | 44.63 |
| | m | 6,061.93 | 6,363.32 | 6,679.06 | 7,014.54 | 7,367.96 | 7,735.73 |
| ***Grade 30*** | a | 72,743.11 | 76,359.82 | 80,148.74 | 84,174.48 | 88,415.50 | 92,828.74 |
| **Streets Superintendent/** | h | 45.84 | 48.13 | 50.53 | 53.06 | 55.72 | 58.50 |
| **Emergency Services Coordinator** | m | 7,945.63 | 8,342.10 | 8,758.31 | 9,197.84 | 9,658.90 | 10,139.69 |
| ***Grade 33*** | a | 95,347.51 | 100,105.20 | 105,099.70 | 110,374.06 | 115,906.75 | 121,676.26 |
| **Water Superintendent** | h | 48.61 | 51.04 | 53.58 | 56.28 | 59.09 | 62.05 |
| | m | 8,426.42 | 8,846.21 | 9,287.54 | 9,755.77 | 10,241.95 | 10,755.03 |
| ***Grade 24*** | a | 101,117.02 | 106,154.57 | 111,450.46 | 117,069.26 | 122,903.35 | 129,060.36 |

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Dr. Gabriel Martin, City Manager

**SUBJECT:** Resolution No. 2021-57 Approving Amendments to the City of Coachella Management Employee Compensation Plan

---

## STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2021-57 approving amendments to the City of Coachella Management Employee Compensation Plan.

## BACKGROUND:

On March 14, 2007, the City Council adopted Resolution No. 2007-11 approving the establishment of a comprehensive policy covering the compensation, benefits and employment status of specified "at will" management employees, referred to as the Management Employee Compensation Plan. The Plan was last amended by Council on July 31, 2019. The recommended amendments reflect position changes in the employee group since that time and corrections to benefit language to reflect the City's current policies.

Listed below are the recommended changes:

1. Add the positions of Director of Economic Development, Assistant Community Development Director, and Public Information Officer. Council approved these positions in FY 20/21.
2. Salaries – Appendix A reflects a 3.5% COLA effective July 1, 2021 and Appendix B reflects a 3.5% COLA effective July 1, 2022.
3. Retirement language updated to reflect City's contribution towards retiree medical premiums.
4. Notification of Sickness. Language updated to reflect existing law under SB 579.
5. Holidays. June 19, Juneteenth, added to the paid holiday schedule.
6. Longevity Pay. New language. City Management employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

*For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

**ALTERNATIVES:**

1. Approve the recommended amendments to the Management Employee Compensation Plan.
2. Direct staff to revise amendments in the Plan.
3. Do not approve staff's recommendation.

**FISCAL IMPACT:**

The total fiscal impact to all funds for FY 21/22 is $47,590; of which $40,791 is already allocated for in the current budget. Council to appropriate $6,799 from the applicable funds.

Attachments:
Resolution No. 2021-57
Proposed Management Employee Compensation Plan Agreement

**RESOLUTION NO. 2021-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE AMENDMENTS TO THE CITY OF COACHELLA MANAGEMENT EMPLOYEE COMPENSATION PLAN**

**WHEREAS,** at its meeting of March 14, 2007, the City Council approved Resolution No. 2007-11, which established a comprehensive policy covering the compensation, benefits and employment status of specified "at will" management employees, referred to as the Management Employee Compensation Plan.

**WHEREAS,** the Plan was last amended on July 31, 2019, staff is recommending amendments that reflect position changes in the employee group since that time and corrections to benefit language to reflect the City's current policies. The amendments are:

1. Add the positions of Director of Economic Development, Assistant Community Development Director, and Public Information Officer. Council approved these positions in FY 20/21.
2. Salaries – Appendix A reflects a 3.5% COLA effective July 1, 2021 and Appendix B reflects a 3.5% COLA effective July 1, 2022.
3. Retirement language updated to reflect City's contribution towards retiree medical premiums.
4. Notification of Sickness. Language updated to reflect existing law under SB 579.
5. Holidays. June 19, Juneteenth, added to the paid holiday schedule.
6. Longevity Pay. New language. City Management employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

*For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

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

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

**Section 2. Title.** Adopt Resolution No. 2021-57, a Resolution of the City Council of Coachella, California, Approving Amendments to the City of Coachella Management Employee Compensation Plan.

**PASSED, APPROVED** and **ADOPTED** this 8th day of September 2021.

_____
Steven A. Hernandez
Mayor

**ATTEST**:

_____
Angela M. Zepeda
City Clerk

**APPROVED AS TO FORM:**

_____
Carlos Campos
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-57 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8th day of September 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Andrea J. Carranza, MMC
Deputy City Clerk

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# MANAGEMENT EMPLOYEE COMPENSATION PLAN

## EFFECTIVE: JULY 1, 2019~~19~~21

# MANAGEMENT EMPLOYEE COMPENSATION PLAN
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# CITY OF COACHELLA
# MANAGEMENT
# EMPLOYEE COMPENSATION PLAN

## SECTION 1 - PURPOSE

To maintain a distinct and separate procedure for establishing the compensation of City of Coachella Management employees. The employees in this plan, as designated below, shall be compensated as set forth in this plan. The City Manager shall meet on an annual basis with management employees to discuss this plan. Employees in these groups may not be represented by any employee association which also represents employees who are not in these groups.

## SECTION 2 - ACKNOWLEDGEMENTS

The City of Coachella recognizes the special responsibilities and demands placed upon its Management employees. The City also notes the necessity to compensate these employees appropriately in order to maintain a high caliber of top leadership and administrative support. At the same time, the City expects certain levels of performance in return for the compensation considerations.

## SECTION 3 - MANAGEMENT EMPLOYEES

Employees in this Plan are exempt from the competitive service. Their appointments are at-will and incumbents serve at the pleasure of the City Manager. Employees in Group I direct one or more departments and employees in Group II serve in a deputy director level capacity to a Department Director or report directly to the City Manager.

| **Group I:** | **Group II:** |
|---|---|
| City Engineer | Assistant Community Development Director |
| Director of Development Services | Controller |
| Director of Economic Development | Human Resources Manager |
| Director of Public Works | Public Information Officer |
| Director of Finance | Utilities Manager |

Any other position that may be created within the Management Compensation Plan.

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## SECTION 4 – SALARIES

- The salary bands for Management positions shall be established and adjusted by the City Council upon the recommendation of the City Manager.

- The City Manager shall annually review the pay bands for Management employees and recommend cost-of-living or other changes when deemed necessary to the City Council. Such salary bands shall consist of a maximum and minimum salary.

- Any adjustment in salary, other than cost-of-living increases, for the eligible positions shall be approved by the City Manager and shall be subject to the determination by the City Manager that the eligible employee's overall level of documented performance is rated at the level of meritorious or higher.

- Performance evaluation of Management employees in Group I will be conducted by the City Manager and employees in Group II will be evaluated by the supervising Director or the City Manager if applicable. Performance evaluations will be conducted in writing annually or on the anniversary date of their appointment or other suitable date not exceeding one (1) year as determined by the City Manager.

- The City Manager may adjust the salary within the established band to reflect job performance.

- The salary band for positions subject to this Plan will be reviewed annually, based on changes in the labor market, internal equity and funds available for salaries.

- The salary schedule for employees covered under this Compensation Plan is attached as Appendix "A". Appendix A reflects a ~~four percent~~ three and one-half percent ~~(4%)~~ (3.5%) cost of living adjustment effective July 1, 20~~19~~21. Appendix B reflects a ~~four~~ three and one-half percent ~~(4%)~~ (3.5%) cost of living adjustment effective July 1, 2020~~2~~.

## SECTION 5 - RETIREMENT

A. The City contracts with the California Public Employees Retirement System (CalPERS). Effective October 20, 2012, the City adopted a two-tier retirement plan:

- Employees hired prior to October 20, 2012 are covered under the 3%@60 CalPERS plan (First Level) and are on the one-year final compensation benefit plan. Employees under the 3%@60 CalPERS plan currently pay an 8% member contribution. This amount is set by CalPERS.

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- Employees hired after October 20, 2012 are covered under the 2%@60 CalPERS plan (Second Level) and are on the three-year final compensation benefit plan. Employees under the 2%@60 CalPERS plan currently pay a 7% member contribution. This amount is set by CalPERS.
- Effective January 1, 2013, new employees are covered under the 2%@62 CalPERS plan (PEPRA) and are on the three-year final compensation benefit plan. Employees under the 2%@62 CalPERS plan currently pay a 6.75% member contribution. This amount is set by CalPERS.

B. Effective July 1, 2019, employees under the 3%@60, 2%@60, and 2%@62 CalPERS plans agreed to pay an additional one percent (1%) of the City's share of their CalPERS pension contribution.

Effective July 1, 2020, employees under the 3%@60, 2%@60, and 2%@62 CalPERS plans agreed to pay an additional one percent (1%) of the City's share of their CalPERS pension contribution.

C. The City agrees to pay two dollars $2.00 per month per employee for their participation in the 1959 CalPERS Survivor's Benefit Program (Government Code Sections 21570 et seq.).

D. The City currently contributes the following towards an eligible retiree's CalPERS medical premium:
2021 - $614.65 per month
2022 - $647.00 per month

## SECTION 6 - BENEFITS

A. HEALTH, OPTICAL AND DENTAL INSURANCE

- The City shall provide major medical, dental and optical plans for employees in this plan and their dependents with the following premium limits:

- For employees choosing coverage, the City will pay no more than the cost of the premium for the PPO, PERS Choice health plan and the full premium for the dental and optical plans.

- For employees choosing to waive medical coverage, the City will allow a cash-in of up to the amount of the two-party premium for the PPO, PERS Choice health plan. An employee must submit a written request for payment and annual evidence of duplicate coverage. There is no cash-in for waiving dental or vision coverage.

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B. SICK LEAVE

Sick leave shall be earned at the rate of ten (10) hours per month. The maximum accrual of sick leave shall be two hundred (200) days, two thousand (2,000) hours. Sick leave shall be used only for the employee's illness or disability or for an illness in the employee's immediate family. Misuse of sick leave shall be grounds for disciplinary action.

Notification of Sickness

1. To receive compensation while absent on sick leave an employee must notify his/her immediate supervisor in the manner provided for in departmental rules and regulations or as otherwise allowed by law.
2. When an employee requests sick leave, the City shall follow the guidelines outlined in SB 579 and all other applicable laws to determine whether a doctor's note will be required. ~~a sick leave absence is for more than three (3) consecutive working days, an employee's illness must be verified in a written statement from an attending physician or a personal affidavit stating the cause of the absence. Employees shall furnish any other proof of sickness reasonably required by the Department Head or the City Manager.~~

Family Sick Leave

1. In the case of an illness of a member of the employee's immediate family, the employee, upon submission of proper notice, may take up to one-half of his/her annual sick leave accrual (60 hours) per year for family sick leave.
2. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister- in-law, brother, brother-in-law, child, stepchild, guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
3. Family sick leave shall be deducted from the employee's accumulated sick leave.

Return from Sick Leave

Upon return from sick leave an employee may be required by the City Manager or Department Head to report for an examination by a City selected medical examiner to determine his/her fitness for duty.

Cash Out: Termination of Employment

1. Death: 50% of accrued sick leave
2. Discharged: None
3. Layoff: 50% of accrued sick leave



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4. Resignation: None
5. Retirement: 50% of accrued sick leave

Cash Out: Annual

Employees have the option of accruing all of their yearly sick leave or being paid for it in accordance with the following provisions:

1. Provisions for the payment of unused sick leave shall be based on a fiscal year basis (July 1 to June 30).
2. Employees may cash in, convert to vacation, or accrue one-half (1/2) of their annual unused sick leave hours at the end of each fiscal year. If neither of these options is exercised, the unused sick leave will be accrued.
3. The cash in of sick leave shall be based on an employee's hourly rate as of June 30, except for retirement or layoff.
4. Upon retirement, employees shall be paid in accordance with the same schedule provided for at termination of employment and shall be computed at the employee's hourly rate of pay at the time of separation.

C. BEREAVEMENT LEAVE

1. In case of a death in the employee's immediate family the employee, upon submission of proper notice, may take up to three (3) consecutive work days of bereavement leave. Bereavement leave shall not be deducted from an employee's accrued sick leave.
2. Immediate family is defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, stepchild, guardian, stepfather, stepmother, registered domestic partner, grandparents and grandchildren.
3. The City may require an employee to submit evidence of the relationship to the employee and the death of the immediate family member.

D. LIFE INSURANCE

All employees covered by this agreement shall be covered by a life insurance policy in the following coverage amounts: Group I - $250,000 and Group II - $150,000. The City shall pay the premium.

E. SHORT AND LONG TERM DISABILITY INSURANCE

Employees shall be covered by long-term and short-term disability insurance plans. The City shall pay the premium for both policies.

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F. DEFERRED COMPENSATION PLAN

The City shall maintain a deferred compensation plan and participation in the plan is voluntary. The City does not match funds.

G. ADMINISTRATIVE LEAVE

Employees shall be granted twelve (12) days administrative leave per year on July 1. Administrative leave may be prorated for employees hired after July 1. Use of administrative leave is subject to City Manager approval. Employees shall be allowed to cash in sixty (60) hours of administrative leave per year.

H. HOLIDAYS

1. The following days shall be considered holidays with pay:
    1. New Year's Day
    2. Martin Luther King's Birthday
    3. Presidents' Day
    4. Cesar Chavez's Birthday
    5. Memorial Day
    6. Juneteenth
    7. Independence Day
    8. Labor Day
    9. Veterans' Day
    10. Thanksgiving Day
    11. Christmas Eve
    12. Christmas Day
    13. New Year's Eve

2. If a holiday falls on a Saturday it will be observed on the preceding Thursday. If a holiday falls on a Sunday it will be observed on the following Monday.

3. Floating Holidays:

    In lieu of three (3) former holidays (Lincoln's Birthday, Admission Day, and the day after Thanksgiving), three (3) floating holidays will accrue to employees on July 1 each year. Floating holidays earned in a fiscal year and unused as of June 30, shall either be cashed out or converted to vacation and carried over to the next fiscal year at the employee's option.

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I. VACATION

Vacation shall be earned as follows:

1. During first 12 months service - 12 days per year.
2. 2nd year through 5th year of service - 18 days per year.
3. 6th year through 10th year of service - 21 days per year.
4. 11th year through 15th year of service - 25 days per year.
5. 16th year through 20th year of service - 30 days per year.
6. Over 20 years of service - 40 days per year

Vacation schedules must be submitted to the City Manager or Department Head for approval. Vacation may only be taken in increments of full days or shifts unless specific approval is given for smaller increments of not less than four (4) hours.

Vacation hours may be accrued up to the amount earned over 24 months, provided that the employee has used a minimum of eight (8) days of vacation annually (July 1 - June 30).

Cash Out: Vacation

Subject to filing an official request, an employee may cash in up to eighty (80) hours of vacation annually (based on a fiscal year: July 1-June 30).

J. CITY VEHICLES

Employees may be provided City vehicles subject to the determination of the City Manager that the vehicles are necessary for use in the performance of their job duties.

K. CAR ALLOWANCE

Employees in Group I will receive a car allowance in the amount of $100.00 per week.

L. LONGEVITY PAY

City Management employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous* service with the City. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

DRAFT

Longevity payments will be effective July 1, 2022.

| TOTAL COMPLETED SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2% |

*For purposes of this section, continuous service hours includes periods of service from the initial date of hire through an employee's severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

~~L~~M. TUITION REIMBURSEMENT

The City will reimburse employees 50% of tuition for continuing education in non-job related courses and 100% of tuition for classes in job related courses. Payment is predicated on an employee receiving a 2.0 grade or better. The cost to the City for the education reimbursement shall not exceed $5,000 per employee per fiscal year. Requests for educational reimbursement must be submitted and approved by the City Manager prior to enrolling in a course. Requests for reimbursement of professional training or professional licenses must be approved by the City Manager.

~~M~~N. MEDICAL FLEX PLAN

The City will provide and administer an "employee benefits plan" for medical expenses pursuant to Section 125 of the Internal Revenue Service Code. Participation in the plan is voluntary. The annual deduction is determined by the Internal Revenue Service.

~~N~~O. SEVERANCE BENEFITS

The City Manager shall authorize the payment of up to 120 calendar days for Group I and up to 90 calendar days for Group II of base salary in effect at the time and benefit payments upon separation from City service if not for cause. If such severance compensation is approved, it shall be paid in addition to any accrued leave otherwise payable to the employee.

~~O~~P. JURY DUTY

An employee who is summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary. Any jury fees received by an employee shall be paid to the City.



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Compensation for mileage or subsistence allowances are not considered as a fee and shall be retained by the employee. Any employee who is called as a witness arising out of and in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by an employee shall be paid to the City together with any mileage received by the employee if he/she uses City transportation. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

Nothing herein shall be deemed to affect the right of the City Manager to discuss with an employee the possibility and practicability of seeking an exemption or excuse from jury duty or as a witness as may legally be available, when absence by the employee would create undue hardship for the employee or his/her department, or would materially affect required service to the public.

Approved/Amended: ~~July 31, 2019~~ September 8, 2021

DRAFT

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Nathan Statham, Finance Director

**SUBJECT:** Resolution No. WA-2021-09, Authorizing Authority staff to undertake the bond issuance process to refinance the outstanding bonds of the Coachella Water Authority (Authority) and procure new financing with the expected interest savings for needed capital improvements.

---

## STAFF RECOMMENDATION:

It is recommended that the Board approve Resolution No. WA-2021-09 approving the following actions:

1) Authorize Authority staff to begin the process of issuing water revenue bonds to refund existing Authority bonds and procure additional capital project funding;
2) Authorize the Executive Director or designee to engage Urban Futures as the Authority's Municipal Advisor for this transaction;
3) Authorize the Executive Director or designee to engage Nixon Peabody as Bond and Disclosure Counsel for this transaction;
4) Authorize the Executive Director or designee to engage the services of and enter into an underwriter agreement with a dully licensed bond underwriter that is vetted and selected as the best qualified and/or lowest priced firm through a competitive RFP process as required under the Authority's purchasing ordinance.

## BACKGROUND:

U.S. and global credit markets have seen unprecedented low interest rates. The Authority has outstanding balances for its 2008 Water Revenue (USDA) Bonds (2008 Bonds) and 2012 Water Bonds (2012 Bonds). The two outstanding bond issues have remaining debt services of $7.2 million and $8.3 million respectively for a total outstanding debt service of $15.5 million.

In July 2021, Authority staff entered into discussions with the Authority's Municipal Advisor Urban Futures and Wells Fargo Bank to determine the feasibility of refunding the Authority's 2008 and 2012 outstanding bond issues. Based on those discussions and good faith estimates, the Authority expects to obtain significant saving by refinancing both bond issues into a single new bond issue. Net present value saving of $1.8 million is expected from the refinancing if market conditions remain favorable.

Given the Authority's current capital project needs, the savings would be best utilized to procure additional capital project financing. The Authority currently has $5.5 million in capital projects scheduled for funding in fiscal 2021/22 from rate payer generated water charges. These capital project costs will be included in future rates, however financing them will allow for smoothing of the costs and allow for more stable rates over time.

Capital improvement project selection has not been finalized and will be considered in conjunction with American Rescue Plan Act funds available through the City of Coachella. The Authority currently has a need for a new well (CIP W-46, well 20, zone 150) that is identified in the fiscal 2021/22 approved budget and was identified as a need in the Authority's 2017 Water Master Plan. Rate payer related costs are budgeted at $1,500,000. This project has been preliminarily identified as the principal project that would be funded with the new financing should this item be approved.

If the Board approves this Resolution to move forward with the refinancing and to engage the financing team, staff will return with financing documents for approval at a future meeting.

**FISCAL IMPACT:**

The lead underwriter, financial advisor, and bond and disclosure counsel along with other costs of issuance (such as bond insurance and surety premium, rating agency fees, printing costs, etc.), are paid from the proceeds of the bonds with costs estimated at $380,000; the financing team is not paid unless the bonds are issued.

The issuance of these bonds refinances outstanding debt with Net Present Value savings of $1.8 million. The proposed debt structure would retain the current maturity and debt service payments (the new bonds will not extend the term or increase annual payments). This structure will allow the Authority to obtain roughly $1.6 million in new financing for capital improvement projects, if market conditions remain favorable.

**ATTACHMENTS:**

Attachment No. 1 – Resolution No. WA-2021-09
Attachment No. 2 – Draft Municipal Advisor Engagement Letter
Attachment No. 3 – Draft Bond Counsel Engagement Letter
Attachment No. 4 – Good Faith Estimate

**RESOLUTION NO. WA-2021-09**

**A RESOLUTION OF THE BOARD OF THE COACHELLA WATER AUTHORITY AUTHORIZING THE ISSUANCE PROCESS FOR NEW BONDS TO REFUND CERTAIN OUTSTANDING COACHELLA WATER AUTHORITY BONDS AND FINANCE WATER AUTHORITY CAPITAL IMPROVEMENTS FROM EXPECTED INTEREST SAVINGS**

**WHEREAS**, the Coachella Water Authority (Authority) has outstanding balances for its 2008 Water Revenue (USDA) Bonds (2008 Bonds) and 2012 Water Revenue Refunding Bonds (2012 Bonds);

**WHEREAS**, current credit market conditions are expected to provide significant interest savings from refinancing the outstanding balances;

**WHEREAS**, net present value savings for refinancing are expected to be approximately $1.8 million if market conditions remain favorable;

**WHEREAS**, the Authority has significant capital project financing needs;

**WHEREAS**, the net present value savings can be converted to new financing without extending the total amortization period of the refunded debt or increasing debt service payments providing an estimated $1.6 million in new funding; and

**WHEREAS**, upon completion of the financing documents to be prepared by bond and disclosure counsel, the Board expects to consider approval of such documents at a future meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Coachella Water Authority as follows:

**Section 1.** The Board does hereby find and declare that the above recitals are true and correct.

**Section 2.** The Board authorizes and directs staff to undertake the process of issuing water revenue bonds to refund existing Authority bonds and procure additional capital improvement funding with the interest savings.

**Section 3.** The Board directs and authorizes the Executive Director or the Treasurer/Auditor as his designee to enter into agreements with the Authority's current municipal advisor and bond and disclosure counsel for purposes of this debt issuance and engage the services of and enter into an underwriter agreement with a dully licensed bond underwriter that is vetted and selected as the best qualified and/or lowest priced firm through a competitive RFP process as required under the Authority's purchasing ordinance

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED, APPROVED** and **ADOPTED** this 8th day of September 2021.

_____
Steven A Hernandez
President

**ATTEST:**

_____
Angela M. Zepeda
Secretary

**APPROVED AS TO FORM:**

_____
Carlos Campos
Authority Attorney

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

**I HEREBY CEERTIFY** that the foregoing Resolution No. WA-2021-09 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof held on the 8th day of September 2021, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Andrea J. Carranza, MMC
Deputy City Clerk

UFI | Financial Solutions

September 1, 2021

**FROM:** Urban Futures, Inc.
Michael Busch, Chief Executive Officer
Wing-See Fox, Managing Director

**TO:** Nathan Statham
Finance Director
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

**RE:** Engagement Letter for 2021 Water Revenue Bonds (Refunding and New Money)

Dear Nathan:

This letter specifies the terms of the engagement between Urban Futures, Inc., located at 17821 E. 17th Street, Suite 245, Tustin, CA 92780 and the City of Coachella located at 53990 Enterprise Way, Coachella, CA 92236.

This engagement between the City of Coachella (the "City") and Urban Futures, Inc. ("UFI") shall become effective as of the date of its acceptance as provided below.

**Scope of Municipal Advisory Activities to be Performed**

As Municipal Advisor, UFI will perform the following duties on behalf of the City, as needed.

- Assist in developing the plan of finance and related transaction timetable;
- Identify and analyze financing solutions and alternatives for funding the capital improvement plan and refunding;
- Advise on the method of sale, taking into account market conditions and near-term activity in the municipal market;
- Assist in the preparation of any rating agency strategies and presentations;
- Coordinate internal/external accountants, feasibility consultants and escrow agents, as appropriate;
- Assist with the selection of the financing team including underwriters, trustee, bond and disclosure counsel (as applicable);
- Assist with underwriter compensation issues, syndicate structure and bond allocations;

- Assist with negotiated sales (as applicable), including advice regarding retail order periods and institutional marketing, analysis of comparable bonds and secondary market data, and verify cash flow calculations;
- Assist with competitive bond sales (as applicable), including posting of the notice of sale and preliminary official statement, and preparation of the bid verification, true interest cost (TIC) calculations and reconciliations/verifications of bidding platform calculations, preparation of notice of sale, obtaining CUSIP numbers;
- Assist with private placements (as applicable), including selection of placement agent (if necessary), reaching out to direct purchase banks, reviewing term sheets and legal documents;
- Prepare and/or review preliminary cash flows/ preliminary refunding analysis;
- Analyze whether to use SLGS, open markets and/or agency securities for purposes of investment of bond proceeds;
- Manage the escrow bids or review SLGs applications for structuring refunding escrow;
- Assist in procuring printers, verification agents, etc.;
- Plan and coordinate bond closings;
- Prepare any required post-sale reports of bond sales; and
- Evaluate market conditions and pricing performance of senior manager and co-managers' distribution of bonds.

**Independent Registered Municipal Advisor ("IRMA")**

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, Urban Futures, Inc. will review all third-party recommendations submitted to Urban Futures, Inc. in writing by the City.

**Term of Engagement Agreement**

The effective date of the agreement is the date of its acceptance and the end date is two years after the effective date, or the bond closing date of the subject transaction, whichever occurs first. Any extensions must be mutually agreed upon by all parties in writing.

**Termination of Engagement Agreement**

The City may terminate the whole or any part of this Agreement at any time and without cause by giving sixty (60) days written notice to Urban Futures, Inc. of such termination, and specifying the effective date thereof. Urban Futures, Inc. shall discontinue all Services affected by such termination within thirty (30) days of receipt of such notice, unless otherwise instructed by the City in writing. Urban Futures, Inc. may terminate this agreement by giving the City sixty (60) days written notice.

In the event Services are terminated by the City, Urban Futures, Inc. will be compensated for services provided up to the termination date.

**Compensation and Out-of-Pocket Expenses**

Compensation for the municipal advisory activities to be performed for this engagement is contingent upon the successful close of the bonds.

For the subject transaction, the fee for financial advisory services is $50,000 and a reimbursement of expenses in an amount not to exceed $2,500. Expense reimbursements will cover the following:

- Mandatory SEC/MSRB Compliance Requirements & Reporting
- Data Services (Bloomberg, Thompson Reuters, DBC)
- Travel (mileage, airfare, hotels, etc.)

**Fiduciary Duty**

Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). As such, Urban Futures, Inc. has a Fiduciary Duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

a) exercise due care in performing its municipal advisory activities;
b) possess the degree of knowledge and expertise needed to provide the City with informed advice;
c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
d) undertake a reasonable investigation to determine that Urban Futures, Inc. is not forming any recommendation on materially inaccurate or incomplete information; Urban Futures, Inc. must have a reasonable basis for:
    i. any advice provided to or on behalf of the City;
    ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
    iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Urban Futures, Inc. must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of Urban Futures, Inc. Urban Futures, Inc. will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). Urban Futures, Inc. will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interests.

**Conflicts of Interest and Other Matters Requiring Disclosures**

As of the date of the Agreement, there are no actual or potential conflicts of interest other than those defined below that Urban Futures, Inc. is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Urban Futures, Inc. becomes aware of any potential conflict of interest that arises after this disclosure, Urban Futures, Inc. will disclose the detailed information in writing to the City in a timely manner.

The following are potential conflicts of interest to be considered:

- Urban Futures, Inc. represents that in connection with the issuance of municipal securities, Urban Futures, Inc. may receive compensation from the City for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Urban Futures, Inc. hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Urban Futures, Inc.'s ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair Urban Futures, Inc.'s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.
- It should be noted that other forms of compensation (i.e. hourly or fixed fee based) may also present a potential conflict of interest regarding Urban Futures, Inc.'s ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair Urban Futures, Inc.'s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City;
- The fee paid to Urban Futures, Inc. increases the cost of financing to the City. The increased cost occurs from compensating Urban Futures, Inc. for municipal advisory services provided;
- Urban Futures, Inc. serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Urban Futures, Inc. client. For example, Urban Futures, Inc. serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its

various clients, Urban Futures, Inc. could potentially face a conflict of interest arising from these competing client interests. Urban Futures, Inc. fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City;

- Urban Futures, Inc. does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Urban Futures, Inc.;
- Urban Futures, Inc. has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- Urban Futures, Inc. has not received any payments from third parties to enlist Urban Futures, Inc. recommendation to the City of its services, any municipal securities transaction or any municipal finance product;
- Urban Futures, Inc. has not engaged in any fee-splitting arrangements involving Urban Futures, Inc. and any provider of investments or services to the City;
- Urban Futures, Inc. does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel;
- Urban Futures, Inc. does not act as principal in any of the transaction(s) related to this Agreement;
- Urban Futures, Inc. does not have any other engagements or relationships that might impair Urban Futures, Inc.'s ability either to render unbiased and competent advice to or on behalf of the City or to fulfill its fiduciary duty to the City; and
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the City.

**Legal Events and Disciplinary History**

Urban Futures, Inc. does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access Urban Futures, Inc.'s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Urban Futures, Inc., Urban Futures, Inc. will provide complete disclosure to the City in detail allowing the City to evaluate Urban Futures, Inc., its management and personnel.

**Recommendations**

If Urban Futures, Inc. makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, Urban Futures, Inc. will determine, based on the information obtained through reasonable diligence of Urban Futures, Inc. whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, Urban Futures, Inc. will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Urban Futures, Inc. reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether Urban Futures, Inc. has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by Urban Futures, Inc., Urban Futures, Inc. is not required on that basis to disengage from the City.

**Municipal Securities Rulemaking Board Rule G-10 Disclosure**

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB").
- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

**Record Retention**

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Urban Futures, Inc. is required to maintain in writing, all communication and created documents between Urban Futures, Inc. and the City for 5 years.

If there are any questions regarding the above, please do not hesitate to contact Urban Futures, Inc. If the foregoing terms meet with your approval, please indicate your acceptance by executing and returning a copy of this letter.

Sincerely,

Michael Busch, Chief Executive Officer
Urban Futures, Inc.

City of Coachella

By: _____

NIXON PEABODY

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August 31, 2021

Mr. Gabriel D. Martin, Ph.D.
City Manager
City of Coachella
53990 Enterprise Way
Coachella, California 92236

**RE: Agreement For Legal Services**

Dear Mr. Martin:

We are pleased that you have asked Nixon Peabody LLP (the "Firm") to provide legal services to City of Coachella.

This letter and the accompanying Terms and Conditions of Engagement, which are incorporated herein by reference, describe the basis on which the Firm will provide those services. In addition, this letter and enclosure include specific details that are required to be set forth in writing by the ethics rules pursuant to which we practice. It is preferable to put all of these details in writing so that our role and responsibilities are completely understood and agreed to at the commencement of our engagement.

Our client in this matter will be City of Coachella and its related entities (hereinafter, "you"). Our representation of you does not give rise to an attorney-client relationship between us and any of your affiliates or constituents (such as shareholders, members, partners, officers, directors or employees), and you also agree that you will not give us confidential information regarding your affiliates or constituents during the course of our representation of you. Accordingly, our representation of you in this matter will not give rise to any conflict of interest in the event one of our other clients is adverse to you or any of your constituents.

We will advise you solely as bond and disclosure counsel in connection with the refinancing of the Coachella Water Authority's 2008 Water Revenue Bond and Water Revenue Refunding Bonds, 2012 Series and any other transaction you may determine from time to time (the "Transaction"). We will prepare, negotiate and revise documentation required to consummate the Transaction. You may limit or expand the scope of our representation from time to time, provided that we will not substantially expand the scope of our representation without a further written agreement.

We believe in utilizing lawyers, legal assistants and other professional staff with levels of experience and expertise appropriate to each aspect of the engagement. We expect that the

principal attorney involved in this engagement will be me. I will be the "Client Attorney" with overall responsibility for managing the relationship, and should be viewed as your contact in the event of questions or concerns, particularly as they relate to service and billing matters.

Our fees, which are contingent on successful closing of the bonds, are as follows:

Bond and disclosure counsel with respect to publicly offered bonds with the preparation of the official statement - $85,000, which includes out-of-pocket expenses.

Bond counsel with respect to privately placed bonds - $50,000, which includes out-of-pocket expenses.

These fees assume that the transaction would proceed in due course and would not involve extraordinary complications or delays, unexpected tax complications, or litigation or threatened litigation challenging the issuance or validity of the bonds. We request an opportunity to discuss modifications of our fee commensurate with the complexity of the financing to the extent they are unforeseeable.

It is our understanding that fees for any future transactions will be established at the time we are engaged by you on such additional Transaction.

The Firm represents and in the future will represent many other clients. Some may be your direct competitors or otherwise may have business interests that are contrary to your interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to your interests.

The Firm cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to you. We therefore ask you to confirm that the Firm may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to the Firm's representation of you, as long as that other matter is not substantially related to this or our other engagements on your behalf. In the event of our representation of another client in a matter directly adverse to you, however, the Firm's lawyers or other service providers who have worked with you will not work for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you acquired by the Firm as a result of our representation of you will not be transmitted to our lawyers or others in the Firm involved in such matter.

In other words, we request that you confirm that (1) no engagement that we have undertaken or may undertake on your behalf will be asserted by you either as a conflict of interest with respect

to, or as a basis to preclude, challenge or otherwise disqualify the Firm from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to you, as long as that other matter is not substantially related to any of our engagements on your behalf, (2) you hereby waive any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify the Firm in any representation of any other client with respect to any such matter, (3) you have been advised by the Firm, and have had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) your consent to these provisions is both voluntary and fully informed, and (5) you intend for your consent to be effective and fully enforceable, and to be relied upon by the Firm.

You have the right to repudiate this waiver should you later decide that it is no longer in your interest. However, if we have acted in reliance on the waiver, we may have the right – and possibly a duty, under the applicable rules of professional conduct – to withdraw from representing you.

Please sign and return to me the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached. If you would like to discuss any of these matters, please give me a call. We appreciate your decision to retain us in this matter and very much look forward to the opportunity of working with you.

Sincerely,

Danny Kim
*of* Nixon Peabody LLP

The undersigned has read and understands the above letter and enclosure, and accepts and agrees to all of their terms and conditions.

_____
Date

City of Coachella

By: _____
Name _____
Title: _____

NIXON PEABODY

**TERMS AND CONDITIONS OF ENGAGEMENT**

This document and the accompanying letter set forth the terms and conditions under which you are engaging Nixon Peabody LLP to provide legal services.

**TERM OF ENGAGEMENT**

You may terminate our representation at any time upon reasonable notice, and we retain that right as well, subject on our part to the applicable rules of professional conduct. Your termination of our services will not affect your responsibility to pay for legal services rendered and charges incurred during the representation. In the event that we have devoted no time to this matter for any three consecutive months, then you agree we may conclude that the engagement has terminated as of the last date on which we performed services related thereto. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in this matter. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. In the event that our representation is terminated, you agree to pay all invoices thereafter rendered covering the period prior to the termination and covering an orderly transition of the matter.

**CONCLUSION OF REPRESENTATION; RETENTION AND DISPOSITION OF DOCUMENTS**

Unless previously terminated, our representation of you will terminate upon our sending you our final invoice for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us will be kept confidential in accordance with the applicable rules of professional conduct. Upon request, your papers and property will be available for you to pick up at our office or shipped to you at your expense. Our own files pertaining to the matter, which may include copies of your papers, will be retained by the Firm. You agree that Firm administrative records; time and expense reports; personnel and staffing materials; credit and accounting records; and the documents containing our attorney work product, mental impressions, notes, drafts of documents and legal and factual research, including investigative reports, shall be and remain Firm property and shall not be considered part of your client file. In addition, electronic documents such as our internal e-mails, documents containing or reflecting our internal deliberations or self-evaluations, and our internal databases shall be and remain Firm property and shall not be considered part of your client file. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the elimination of storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. In any event, all

documents and other materials in our file may be discarded or destroyed, without further notice to you, at any time after the seven (7) year anniversary of the conclusion of our engagement.

## CLIENT RESPONSIBILITIES

You agree to pay our invoices for services and expenses upon receipt as provided in the accompanying letter. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Your Comprehensive General Liability or other liability insurance may provide some reimbursement for liability or defense costs in this matter. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. Unless otherwise agreed in writing, it is your responsibility to pay the Firm for services rendered and to obtain reimbursement from your insurer. Upon either reasonable anticipation or actual notice of litigation, a party has a duty to take affirmative steps to preserve all potentially relevant evidence. As such, you may be required to preserve and produce electronically stored information such as e-mails, word processing documents, spreadsheets, and so forth as part of discovery.

## CONSULTATION WITH FIRM COUNSEL

The Firm represents many clients in a great number of complex matters. From time to time, questions arise as to our duties under the professional conduct rules. These might include, for example, conflicts of interest and issues arising from a dispute between us and a client over the handling of a matter. When such issues arise, we seek the advice of our general counsel or loss prevention partners who are expert in such matters. We consider such consultations to be attorney-client privileged communications between Firm personnel and counsel for the Firm. In recent years, some judicial decisions indicate that under some circumstances such communications may not be privileged. We believe that it is in our clients' interest, as well as ours, that in the event legal ethics or other issues arise during a representation, we receive expert analysis and advice as to our obligations to you. Accordingly, as part of our retention agreement, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with the Firm's internal or outside counsel, we have your consent to do so and that our representation of you will not waive any attorney-client privilege that we may have to protect the confidentiality of our communications with our counsel.

## CHARGES IN ADDITION TO FEES

We will include on our invoices separate charges for services such as duplicating, messenger and delivery, travel, word processing, computer research, and filing fees. These charges will

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generally be billed at actual cost. Some charges will include an allocation of overhead directly associated with the service provided. Fees and expenses of other providers (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you. Detailed information on our policy for charges and disbursements is available upon request.

**POST-ENGAGEMENT MATTERS**

You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments. In addition, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matter for which we had been engaged.

**AGREEMENT MODIFICATIONS**

If you have any comments or questions concerning the terms of this engagement, or if you would like to discuss possible modifications, please do not hesitate to call your Client Attorney. Any revisions made to the agreement will be effective upon written notice of the revisions, following our approval.

## Attachment No. 4

## GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the 2021 Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by Urban Futures, Inc. as municipal advisor to the Authority (the "Municipal Advisor"), each with respect to the 2021 Bonds.

**Principal Amount**. The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2021 Bonds to be sold is $10,660,000 (the "Estimated Principal Amount").

**True Interest Cost of the 2021 Bonds**. The Municipal Advisor has informed the Authority that, assuming the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the 2021 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2021 Bonds, is 2.15%.

**Finance Charge of the 2021 Bonds**. The Municipal Advisor has informed the Authority that, assuming the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the 2021 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the 2021 Bonds), is $378,838.

**Amount of Proceeds to be Received**. The Municipal Advisor has informed the Authority that, assuming the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Authority, less the finance charge of the 2021 Bonds, as estimated above, and any reserve fund funded with proceeds of the 2021 Bonds, is $12,650,944.

**Total Payment Amount**. The Municipal Advisor has informed the Authority that, assuming the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the 2021 Bonds, plus the finance charge for the 2021 Bonds, as described above, not paid with the proceeds of the 2021 Bonds, calculated to the final maturity of the 2021 Bonds, is $14,987,746.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the 2021 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the 2021 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of 2021 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the 2021 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the 2021 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the

Authority's financing plan, or a combination of such factors. The actual date of sale of the 2021 Bonds and the actual principal amount of 2021 Bonds sold will be determined by the Authority based on the timing of the need for proceeds of the 2021 Bonds and other factors. The actual interest rates borne by the 2021 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the 2021 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Authority.

**STAFF REPORT**
**9/8/2021**

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

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

**SUBJECT:** Authorize execution of Agreement for Emergency Services Coordinator Services between the County of Riverside and the City of Coachella.

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## STAFF RECOMMENDATION:

Authorize execution of Agreement for Emergency Services Coordinator Services between the County of Riverside and the City of Coachella.

## EXECUTIVE SUMMARY:

The County of Riverside has provided the city emergency support services through its Riverside County Fire Department (RCFD) agreement. As of July 1, 2021 the Emergency Management Services (EMS) will no longer be administered through RCFD, as the County reorganized how these services are administered within their organization. The Emergency Management Department continues to offer direct Emergency Management Services to its city partners.

The service options offered in the new County Agreement to its city partners include four options: A, B, C, D. Service Level A is the lowest service level offering some template document support and liaison assistance with the State in the response and recovery phase of an event; at an annual cost of $20,000. Service Level B builds upon the service Level A and also provides additional administrative planning support and guidance; at an annual cost of $45,000. Service Level C provides for a support at all levels, however does not complete staff reports/resolutions or departmental coordination; this service level has an annual cost of $80,000. Service Level D provides a full time position and will provide all of the noted services at an annual cost of $160,000. Staff is recommending execution of the proposed agreement at Service Level C, which has an annual cost of $80,000 for the identified services.

## FISCAL IMPACT:

The recommended approval of Service Level C will have an annual cost of $80,000, which would be appropriated in the City's general fund.

Attachment:
Proposed County Agreement for Emergency Services

AGREEMENT FOR EMERGENCY SERVICES COORDINATOR

SERVICES BETWEEN THE COUNTY OF RIVERSIDE

AND THE CITY OF COACHELLA

This Agreement is made as of the date last below written between the County of Riverside ("County") and the City of Coachella ("City"). The parties agree as follows:

1. This Agreement is effective from July 1, 2021, through June 30, 2024.

2. Through its Emergency Management Department ("EMD"), County shall provide to City the services of an Emergency Services Coordinator ("ESC services") as described in Exhibit A and Attachment 1.

3. City shall pay County for these ESC services as stated in Exhibit B.

4. Either party may terminate this Agreement without cause upon 90 days' written notice to the other party. The Agreement may be terminated with cause upon 30 days' written notice to the other party. County shall be entitled to receive compensation for all properly provided services rendered prior to termination.

5. If City does not appropriate funds in its budget for payment, City shall immediately notify County in writing that such funds are not forthcoming. Such notice shall be deemed to be cause for termination by County or City. County shall nevertheless be entitled to payment for properly provided services rendered prior to termination.

6. At all times during performance of this Agreement, County shall maintain insurance or self-insurance reasonable and appropriate for a public entity the size of County.

7. County shall indemnify and hold harmless City, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of County relating to this Agreement, including but not limited to property damage, personal injury or death. City shall indemnify and hold harmless the County, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of City relating to this Agreement, including but not limited to property damage, personal injury or death.

8. County shall maintain and keep records related to the ESC services in accordance with applicable County standards. In addition to their rights under applicable law, City and its employees and agents shall have the right to review and audit such records during County's normal business hours upon request and reasonable advance notice by City.

9. This Agreement shall be governed by the laws of the State of California. Venue shall be in a court of competent jurisdiction in Riverside County, and the parties waive any provision of law providing for a change of venue to another location.

10. This Agreement shall be administered by the Director of EMD or designee on behalf of County, and by City Manager or his or her designee on behalf of City.

11. Notices issues pursuant to this Agreement shall be sent via U.S. Mail to the following:

| To County: | To City: |
|---|---|
| Emergency Management Department | City of Coachella |
| 450 E. Alessandro Blvd. | 53-990 Enterprise Way |
| Riverside, CA 92508 | Coachella, CA 92236 |
| Attn: Operations Manager | Attn: City Manager |

12. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. This Agreement represents the full and final agreement between the parties related to this subject matter; and no prior oral or written agreements shall apply. This Agreement may be modified or altered only by a written amendment signed by authorized representatives of both parties.

AGREED:

| | |
|---|---|
| County of Riverside | City of Coachella |
| By: _____ | By: _____ |
| Bruce Barton, Director | Gabriel D. Martin, Ph.D |
| Emergency Management Department | City Manager |
| Dated: _____ | Dated: _____ |

**EXHIBIT A**
**SCOPE OF EMERGENCY SERVICES**

1. Level of Service: County shall provide emergency services utilizing the designated Service Level of an Emergency Services Coordinator ("ESC"), to be provided by County for City. Services to be provided shall vary based on the Service Level Option chosen by the City, as outlined in Attachment A, and identified in Exhibit B, Payment Provisions. Services include the following:

   1.1 Comprehensive emergency management program: The ESC will coordinate a comprehensive program with the overall mission of serving the public in order to effectively support and recover from a major emergency or disaster, utilizing all standards and applicable laws and regulations within the discipline of emergency management.

   1.2 Point of contact: The ESC is the City emergency management point of contact and will be responsible for the coordination with all City personnel and departments and represent the City at all meetings, events, functions, etc., as required.

   1.3 Collaboration: The ESC will partner with all local, county, state and federal government agencies, special districts, the private sector, community entities, volunteer and non-profit organizations as necessary in all phases of emergency management.

   1.4 Service to Public: The ESC will provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous, efficient service and good public relations.

2. Primary Responsibilities: The ESC will coordinate all activities to address the four phases of emergency management (Refer to Attachment 1 for detailed levels of service).

   2.1 Mitigation Phase: Identification and assessment of hazards, risks, threats using proven mitigation methodologies

   2.2 Preparedness Phase:
      2.2.1 Plan Development/Maintenance
      2.2.2 Grants Management
      2.2.3 Community Outreach/Education
      2.2.4 Training
      2.2.5 Exercise Development/Execution

2.2.6 Emergency Operations Center ("EOC") Readiness

2.2.7 Volunteer Management

2.3 Response Phase:

2.3.1 Emergency Response

2.3.2 Incident Level Based Response Protocols as delineated in section 7

2.4 Recovery Phase:

2.4.1 Short Term Recovery

2.4.2 Long Term Recovery

3. Provision of Supervision: Supervision over the rendition of services, the standards of performance, the discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed shall remain with County. However, City reserves the right to request, in writing, the replacement of any personnel for cause.

4. Provision of Equipment: For the purpose of performing said services, and to ensure standardization of required equipment, County shall furnish and supply standard equipment and supplies at no cost to the City. Any additional equipment required by City will be acquired at City's expense.

5. Response Vehicle: County shall provide the response vehicle, according to County specifications, and shall provide fuel and maintain said vehicle. The vehicle will be utilized as a take home vehicle for response capabilities according to County policy.

6. Office Space and Furniture:

6.1 If available, City shall provide office space, office equipment/supplies and furniture necessary for the ESC to perform their job duties.

6.2 ESC headquarters will be at either County EOC in Riverside or Alternate County EOC in Indio.

7. ESC Availability:

7.1 Day-to-Day: The assigned ESC will be available to the City based on the contracted level of service as indicated in Exhibit B and according to a pre-arranged schedule approved by City.

7.2 Local Incident – Affecting One City: If an incident occurs in one of the contracted cities, the assigned ESC will respond to that affected city and will notify cities of the response.

7.3 Local Incident, Regional or Catastrophic Event – Affecting Contracted Cities: If a local incident, regional or catastrophic event occurs during which multiple contracted cities are affected, the ESC or the EMD Emergency Services Division Manager will contact the city liaisons to make the determination to which city the ESC should respond, based on the following criteria:

- The severity of the incident or event
- Which city has the greater threat
- The current location of the assigned ESC
- The availability of additional EMD staff to respond

7.4 Duty Officer Rotation: City agrees for ESC to serve in the EMD Duty Officer rotation.

7.5 Vacation/Sick Leave: EMD Duty Chief, Duty Officer or supervisor will be on call and available to respond when the dedicated ESC is on scheduled or unscheduled leave.

7.6 Overtime/Extraordinary Costs: City agrees that overtime and extraordinary costs for incidents within the exclusive jurisdiction of the City are not included in the annual rate.

7.6.1 Overtime shall mean any request by City to attend city council meeting, community meetings or any official city business outside of normal business hours (after 5:00 pm M-F and weekends).

7.6.2 Extraordinary costs shall mean any reasonable, actual and out of pocket costs associated with an emergency incident within the City's jurisdiction.

**EXHIBIT B**
**PAYMENT PROVISIONS**

City shall compensate County for Emergency Services Coordinator ("ESC") services on a quarterly basis as set forth below.

1. Summary of Compensation for Emergency Services Coordinator Services:

   1.1 The following chart summarizes the annual rates to be charged by County for services pursuant to this Agreement (refer to Attachment 1 for details). The City's selected option is indicated:

| Option ("X") | Item Description | Quarter 1 Jul-Sept | Quarter 2 Oct-Dec | Quarter 3 Jan-Mar | Quarter 4 Apr-Jun | Total |
|---|---|---|---|---|---|---|
| | Option A: Base Services | $5,000 | $5,000 | $5,000 | $5,000 | $20,000 |
| | Option B: ESC Services Shared (City Pop < 50,000) | $11,250 | $11,250 | $11,250 | $11,250 | $45,000 |
| | Option B: ESC Services Shared (City Pop > 50,000) | $16,250 | $16,250 | $16,250 | $16,250 | $65,000 |
| X | Option C: 50% Dedicated | $20,000 | $20,000 | $20,000 | $20,000 | $80,000 |
| | Option D: 100% Dedicated | $40,000 | $40,000 | $40,000 | $40,000 | $160,000 |

   1.2 The compensation payable to County for all services as set forth in this Agreement for the period commencing on or after July 1, 2021, and running through June 30, 2024, is two hundred forty thousand dollars ($240,000).

2. Overtime or Extraordinary Costs: Any overtime or extraordinary costs as defined in Exhibit A 7.6 are not included in the established rate. The rate for overtime/extraordinary cost is calculated at 1.5 x the EMD Staff's current employee rate and must be approved in advance by the city's authorized agent.

3. Invoicing: The County will invoice the City at the end of each quarter. The payment is due by the 20th of the following month as follows:
   a. Quarter 1 (July 1 – September 30) – due October 20th
   b. Quarter 2 (October 1 – December 31) – due January 20th
   c. Quarter 3 (January 1 – March 31) – due April 20th
   d. Quarter 4 (April 1 – June 30) – due July 20th

| SERVICE LEVEL OPTIONS: | None | A | B | C | D |
|---|---|---|---|---|---|
| PHASE & SERVICE PROVIDED | | BASE SERVICES | SHARED SERVICES | 0.5 ESC SERVICES | 1.0 ESC SERVICES |
| **MITIGATION PHASE** | | | | | |
| **GRANTS** | | | | | |
| Support & Guidance | X | X | X | X | X |
| Management | | | | X | X |
| **PREPAREDNESS PHASE** | | | | | |
| **CA EMERGENCY SERVICES ACT COMPLIANCE** | | | | | |
| Emergency Organization Coordination | | | | X | X |
| Annual Disaster Council Meetings | | | | X | X |
| Disaster Ordinance Review/Update | | | | X | X |
| Operational Area Agreement Review/Update | | | | X | X |
| Disaster Service Workers Volunteer Program | | | | X | X |
| Mutual Aid Agreement Review/Update | | | | X | X |
| **COMMUNITY OUTREACH** | | | | | |
| Events | | | X | X | X |
| Presentations | | | X | X | X |
| **EMERGENCY OPERATIONS PLAN** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Staff Report & Resolution | | | | | X |
| Departmental Coordination | | | | | X |
| **LOCAL HAZARD MITIGATION PLAN** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Staff Report & Resolution | | | | | X |
| Departmental Coordination | | | | | X |
| **MEDICAL HEALTH PLANNING** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Departmental Coordination | | | | | X |
| **DISASTER RECOVERY PLAN** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Staff Report & Resolution | | | | | X |
| Departmental Coordination | | | | | X |
| **SITUATIONAL AWARENESS & COMMON OPERATING PICTURE** | | | | | |
| Provide Template | X | X | X | X | X |

| SERVICE LEVEL OPTIONS: | None | A | B | C | D |
|---|---|---|---|---|---|
| **PHASE & SERVICE PROVIDED** | | **BASE SERVICES** | **SHARED SERVICES** | **0.5 ESC SERVICES** | **1.0 ESC SERVICES** |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Departmental Coordination | | | | | X |
| **CONCEPT OF OPERATIONS & CONTINUITY OF GOVERNMENT** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Staff Report & Resolution | | | | | X |
| Departmental Coordination | | | | | X |
| **MASS CARE & SHELTER** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Departmental Coordination | | | | | X |
| **TRAINING & EXERCISE PLAN** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Departmental Coordination | | | | | X |
| **TRAINING** | | | | | |
| **SEMS/NIMS** | | | | | |
| Regional | X | X | X | X | X |
| In House | | | X | X | X |
| **WebEOC** | | | | | |
| Regional | X | X | X | X | X |
| In House | | | | X | X |
| **Alert & Warning** | | | | | |
| Regional | X | X | X | X | X |
| In House | | | | X | X |
| **EOC Section-/Postion-Specific** | | | | | |
| Regional | X | X | X | X | X |
| In House | | | | X | X |
| **EOC Action Plan** | | | | | |
| Regional | X | X | X | X | X |
| In House | | | | X | X |
| **EXERCISES** | | | | | |
| Regional | X | X | X | X | X |
| In-House | | | | X | X |

| SERVICE LEVEL OPTIONS: | None | A | B | C | D |
|---|---|---|---|---|---|
| PHASE & SERVICE PROVIDED | | BASE SERVICES | SHARED SERVICES | 0.5 ESC SERVICES | 1.0 ESC SERVICES |
| **EOC Readiness** | | | | | |
| **Gap Analysis - Structure & Systems** | | | | | |
| Provide Template | X | X | X | X | X |
| Administrative Planning Support & Guidance | | X | X | X | X |
| Plan Development | | | X | X | X |
| Periodic Review/Update | | | | X | X |
| Departmental Coordination | | | | | X |
| **Alert & Warning** | | | | | |
| Support | X | X | X | X | X |
| **WebEOC** | | | | | |
| Support | X | X | X | X | X |
| **Monthly Systems Check** | | | | | |
| Computers | | | | X | X |
| Video Displays | | | | X | X |
| Phones | | | | X | X |
| Radios | | | | X | X |
| **VOLUNTEER MANAGEMENT** | | | | | |
| RACES | | | | X | X |
| Community Emergency Response Teams | | | | X | X |
| **RESPONSE PHASE** | | | | | |
| **OPERATIONS** | | | | | |
| Incident Response | * | * | X | X | X |
| Liaison - State & Federal Partners | X | X | X | X | X |
| **RECOVERY PHASE** | | | | | |
| **OPERATIONS** | | | | | |
| Incident Recovery Response | ** | ** | X | X | X |
| Liaison - State & Federal Partners | X | X | X | X | X |
| **COORDINATION** | | | | | |
| Preliminary Damage Assessment | X | X | X | X | X |
| Applicant Briefing | X | X | X | X | X |
| Meetings | | | X | X | X |
| Submittal | | | | X | X |
| Tracking | | | | X | X |
| Close-Out | | | | X | X |

** Assistance By Hire*

*** Dependent upon availability*

**STAFF REPORT**
**9/8/2021**

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

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

**SUBJECT:** Authorize The City of Coachella's Tacos, Tequila and Chavelas Festival budget and beer garden:

1. Authorize appropriation of The City of Coachella's Tacos, Tequila and Chavelas event budget of $65,000.00 from Undesignated City General Fund Reserves; and
2. Approval for operation of a beer garden on October 23, 2021 in Veterans Park from 4pm to 8pm.

---

## STAFF RECOMMENDATION:

Authorize The City of Coachella's Tacos, Tequila and Chavelas Festival budget and beer garden:

1. Authorize appropriation of The City of Coachella's Tacos, Tequila and Chavelas event budget of $65,000.00 from Undesignated City General Fund Reserves; and
2. Approval for operation of a beer garden on October 23, 2021 in Veterans Park from 4pm to 8pm.

## EXECUTIVE SUMMARY:

The City of Coachella's Tacos Tequila and Chavelas Festival has been an event focused on celebrating Coachella's culinary talents and supporting its local eateries. In partnership with the Greater Coachella Chamber of Commerce (Chamber), the City developed and launched this event in 2017. In 2019, the event sold out at a total of 900 tickets and in 2017 this event sold out at 500 entries. Due to the challenges that many restaurants are having this year with maintaining needed staffing levels it is anticipated the event will have a few less restaurants participate this year and staff is recommending the total attendance for 2021 be 700. The 2021 event is recommended to take place on Saturday, October 23, 2021 from 4pm to 8pm at Veterans Park.

Staff is working with the Chamber to secure a total of eleven (11) taco vendors for 2021. The 2021 ticket sales are recommended to be $25.00 for taco tasting and $30.00 for taco tasting with one chavela/tequila tasting. All participating restaurants will be provided a $500 stipend to aid participants in paying for their food costs and all will compete for 1st, 2nd and 3rd place cash prizes of $3,000, $1,500 and $1,000. All participants will also compete for People's Choice Award.

In addition to the event's food attractions, the event will include two live bands, live ballet folklorico dancing, a live dj, lawn games and a mechanical bull. The event includes a beer garden and staff is requesting authorization for the event to permit a beer garden at Veterans Park from 4pm-8pm on Saturday, October 23, 2021. Staff is also requesting authorization for this event's budget, similar to the event's 2019 budget amount, be allocated in the amount of $65,000 to cover the following event costs: tenting, seating, décor, sound/lighting, entertainment, marketing, light towers/generators/signage/railing.

**FISCAL IMPACT:**

If approved, the event budget appropriation will be made from Undesignated City General Fund Reserves to the event expenditure account 101-11-160-10-801-013.

**STAFF REPORT**
**9/8/2021**

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

**FROM:** Dr. Gabriel D. Martin, City Manager
Celina Jimenez, Grants Manager

**SUBJECT:** Sponsorship of Raices Cultura for 2021 Dia de los Muertos Celebration in the Amount of $15,000

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider approving a sponsorship request for Raices Cultura in the amount of $15,000 to be the Presenting Sponsor of their Dia de los Muertos celebration on November 6, 2021.

**EXECUTIVE SUMMARY:**

Since 2004, the Dia de los Muertos celebration event by Raices Cultura has grown year after year and the 2019 event brought more than 4,000 attendees together to celebrate art, culture, and community health with the main event partner's Run with Los Muertos 5k Race. Funding from Raices Cultura sponsors supported unique art displays from large-scale Calaveras painted by local artists, to the traditional 'ofrendas' built by intergenerational family members, artists, and community organizations; the community art gallery featured over a dozen visual artists, a special commission of two over-sized 'titeres' - La Catrina y El Viejito - by expert puppet-makers for the procession, the doubling of its thematic community-based art workshops, an interactive art installation photo op area, and a new curated Mercadito de Arte vendor area.

**FISCAL IMPACT**:

Should the City Council approve the request as submitted, an appropriation of $15,000 from Undesignated General Fund Reserves will be required to allow for sponsorship award in the requested amount of $15,000. If approved the appropriation will be made from the General Fund (101).

**ATTACHMENT**:

Sponsorship Request

Dear Dr. Gabriel Martin, City Manager, City of Coachella:

Raices Cultura would like to request your consideration to be the Presenting Sponsor for our Dia de Los Muertos Block Party in Coachella on November 6, 2021. Your support will not only continue to ensure the success of this long-standing tradition and demonstrate the power of art & culture to empower community, it will signify that the City of Coachella is a visionary investor in engaging opportunities for residents of the Eastern Coachella Valley.

**Who We Are:** Raices Cultura is committed to the empowerment of youth and adult residents through artistic self-expression and cultural inclusivity. We promote the preservation of cultural traditions and the development of personal voice, creativity, and civic engagement through the arts - all in service of transformative justice.

**Event Sponsorship:** This event attracts a diverse audience from the Coachella Valley and beyond where all are welcome. Raices Cultura's efforts are in honor of the ancient indigenous traditions of Mesoamerican peoples combined with Mexican and Spanish cultural influences that celebrate the lives of loved ones who are no longer within the living world.

Since 2004, our event has grown year after year and the 2019 block party brought more than 4,000 attendees together to celebrate art, culture, and community health with our event partner's Run with Los Muertos 5k Race. Funding from Raices Cultura sponsors supported unique art displays from large-scale Calaveras painted by local artists, to the traditional ofrendas built by intergenerational family members, artists, and community organizations, our community art gallery featured over a dozen visual artists, a special commission of two over-sized titeres - La Catrina y El Viejito - by expert puppet-makers for our procession, the doubling of our thematic community-based art workshops, an interactive art installation photo op area, and a new curated Mercadito de Arte vendor area!

In 2020, despite the COVID-19 pandemic, we were able to safely stage outdoor ofrendas with participating community members, organizations, and students, as well as create augmented reality artworks, a multi-day community ofrenda, a special theatrical short film production with local actors rehearsing via Zoom, and curate a special nicho art exhibition at Sunnylands Gardens - all to commemorate this important tradition and unify people, even at a distance.

We respectfully request your support for our Annual Dia de Los Muertos Block Party. Your sponsorship will foster sustainability for our organization, greater support for artists, and increase the art offerings at our event. It is a wonderful opportunity to proudly display your commitment to strengthening community and increasing access to art & culture in the Coachella Valley.

In Community,

Marnie L. Navarro
Raices Cultura Executive Director



1536 7th Street | PO Box 714 Coachella, CA 92236 | www.raicescultura.org

# 2021 Sponsorship Levels

## Presenting Sponsor: Chicomecoatl (Nourishment) - $15,000 (1 available)

- Presenting Sponsor of 2021 Raices Cultura Dia de Los Muertos (DDLM) Event on November 6
- COVID-19 Memorial Community Ofrenda with Presenting Sponsor placard keepsake
- Custom nicho sculpture to keep from 2020 Somos Sagrados Exhibition at Sunnylands*
- Large hand-painted sign of sponsor logo on display at prominent location at DDLM event
- (2) Full-page ads in DDLM event program + upcoming Raices Cultura printed publication (TBD)
- Logo displayed as Presenting Sponsor on 2021 event banner & flyer and on website in perpetuity
- Formal acknowledgement by Master of Ceremonies during opening remarks

## Visionary Sponsor: Coatlicue (Supreme Goddess) - $10,000 (1 available)

- 8' x 6' Giant Calavera custom painted by Raices artist team for display at event
- Sponsor of New Augmented Reality Art Activation for 2021 event
- Custom nicho sculpture to keep from 2020 Somos Sagrados Exhibition at Sunnylands*
- Large logo on banner displayed at event in prominent location
- Full-page ad in event program & upcoming Raices Cultura printed publication (TBD)
- Logo displayed as Partner Sponsor on 2021 event banner & flyer and on website in perpetuity
- Formal acknowledgement by Master of Ceremonies during opening remarks

## Program Sponsor: Quetzalcoatl (Creator of Earth) - $5,000 (5 available)

- A 4'x4' Large Calavera painted by local artists for display with sponsor name placard keepsake*
- Sponsor one of the following programs: Tierra de Raices, Nepantleras, Media Production, or Open Mic
- Medium logo on banner displayed at event in prominent location
- 1/4-page ad in event program & upcoming Raices Cultura printed publication (TBD)
- Logo listed as Gold Sponsor on 2021 event flyer and on website in perpetuity
- Formal acknowledgement by Master of Ceremonies during opening remarks

## Collaborator Sponsor: Tezcatlipoca (Earth Co-Creator) - $1,000 (10 available)

- Medium logo on banner displayed at event in prominent location
- Medium logo in event program & special recognition in Raices Cultura printed publication (TBD)
- Logo displayed as 2021 Silver Sponsor on Raices website in perpetuity

## Ally Sponsor: Tlaloc (Rain & Water) - $500 (10 available)

- Small logo on banner displayed at event in prominent location
- Small logo in event program & special recognition in Raices Cultura printed publication (TBD)
- Logo displayed as 2021 Bronze Sponsor on Raices website in perpetuity

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***Option to keep the nicho/calavera or donate it to Raices Cultura for auction or reuse.**

We accept donations in any amount via our website www.raicescultura.org

Please contact Raices Cultura ED at (760) 861-3188 if interested in a sponsorship. Make checks payable to *Raices Cultura* and mail to P.O. Box 714, Coachella, CA 92236. Sponsorships must be confirmed by October 1, 2021 to be included in promotional materials. Raices Cultura is a tax-exempt organization and is exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code EIN# 26-4790803.

**STAFF REPORT**
**9/8/2021**

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

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

**SUBJECT:** 2021 Synergy Music and Arts Festival Sponsorship:
1. Sponsorship request for Culturas Music & Arts for $6,000.00 for the 2021 Synergy Music and Arts Festival; and
2. Approval for operation of a beer garden by Culturas Music & Arts on November 13, 2021 at Dateland Park from 12pm to 7pm; and
3. Authorize appropriation of Synergy Music and Arts Festival event budget of $19,000.00 from Undesignated City General Fund Reserves.

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## STAFF RECOMMENDATION:

Staff is requesting direction for the below 2021 Synergy Music and Arts Festival Event:
1. Sponsorship request for Culturas Music & Arts for $6,000.00 for the 2021 Synergy Music and Arts Festival; and
2. Approval for operation of a beer garden by Culturas Music & Arts on November 13, 2021 at Dateland Park from 12pm to 7pm; and
3. Authorize appropriation of Synergy Music and Arts Festival event budget of $19,000.00 from Undesignated City General Fund Reserves.

## EXECUTIVE SUMMARY:

Staff has received a sponsorship request from Culturas Music and Arts requesting a sponsorship for 2021 Synergy Music and Arts Festival. This event has been a recurring event in Coachella since 2012. This year the event is planned to occur on Saturday, November 13, 2021 (12pm-7pm) and Synergy will be celebrating its 10th anniversary. The event would occur at Dateland Park and include live bands, disc jockey, food vendors, art displays, merchandise vendors, car show and beer garden.

The applicant, Culturas Music and Arts, is requesting the City provide the following in-kind services, which have been provided by the City for this event in prior years: road closures/traffic control, generators for stage and food booths, stage and sound for bands, portable restrooms, light towers. The total hard costs correspondent to the in-kind request totals $13,000. In addition, the applicant is requesting a sponsorship of $6,000 for the following items:

- Tenting and chair rentals $900

- Art supplies for Kids Zone (paints, brushes, snacks, drinks) $600
- Acrylic and aerosol paint, brushes, buckets, gas stipends for out-town artists, and performers $1000
- COVID Art Installations, paint and materials $1000
- Promotional Material, tee shirts, brochures, and banners $2500

Culturas Music and Arts is requesting to be authorized to operate a beer garden at this event from 12pm-7pm; all event permit approvals would be contingent upon the applicant meeting all permitting requirements by City, County, ABC and other required regulatory agencies.

**FISCAL IMPACT:**

If Council approves the request as submitted, an appropriation of $19,000 from Undesignated General Fund Reserves will be required to allow for: 1) sponsorship award in the requested amount of $6,000 and 2) the city's hard costs to deliver the event of $13,000. If approved the appropriation will be made to the event expenditure account 101-11-160-90-801-012.

**STAFF REPORT**
**9/8/2021**

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

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

**SUBJECT:** Authorize appropriation from Undesignated General Fund Reserves for the Holiday Tree Lighting Event in the amount of $45,000 and award of a professional services agreement not to exceed $35,000 to The Christmas Kings.

---

## STAFF RECOMMENDATION:

Authorize appropriation from Undesignated General Fund Reserves for the Holiday Tree Lighting Event in the amount of $45,000 and award of a professional services agreement not to exceed $35,000 to The Christmas Kings.

## EXECUTIVE SUMMARY:

Traditionally the city has a Holiday Tree Lighting Event the Wednesday after Thanksgiving. In 2021, the first Wednesday following Thanksgiving is December 1, 2021. The event is recommended to occur on December 1st from 5:30pm to 7:30pm. The event will include the traditional program: recognition of 2021 Hometown Heroes, performances by the Coachella Valley High School Choir and Coachella's Desert Recreation District's Dance Play and Pretend class, countdown to light the holiday tree and downtown, food for attendees, picture opportunity with Santa and a ride on the Holiday Polar Express.

This year the City will also be celebrating its 75th Anniversary and staff is recommending adding a synchronized light show element to the Holiday Tree Lighting Event. The City's birthday is on December 13th and the synchronized light show would include large numbers reflecting the City's 75th year and be designed to holiday music; this installation and light show will run through the end of the 2021 calendar year. The city has informally bid this professional service and requested proposals from the following consultants: WOVA, The Christmas Kings, Extreme Lightscapes, Holiday Lighting CA, Perfect Holiday Lights, Desert Christmas Lights. Due to the increased demand in these services only The Christmas Kings is available to complete the requested services in time for the 2021 Holiday Tree Lighting Event.

Staff is recommending an appropriation from Undesignated General Fund Reserves for the Holiday Tree Lighting Event in the amount of $45,000 and award of a professional services agreement not to exceed $35,000 to The Christmas Kings.

**FISCAL IMPACT:**

Authorize appropriation from Undesignated General Fund Reserves for the Holiday Tree Lighting Event in the amount of $45,000.

Attachment:
Proposed Agreement

# CITY OF COACHELLA
# PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of September, 2021, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise, Coachella, California 92236 ("City") and The Christmas Kings, a corporation with its principal place of business at ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

## 2. RECITALS.

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

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

2.3 Project. City desires to engage Consultant to render such services for the Coachella Holiday Lights 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 décor, holiday lights, and music 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 September 8, 2021 to December 1, 2021 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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: Mathew Konquist.

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

3.2.6 Consultant's Representative. Consultant hereby designates Mathew Kronquist, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full

authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

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

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

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 per claim, and shall be endorsed to include contractual liability.

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty Five Thousand Dollars and Zero Cents ($35,000.00)** without written approval of City's Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars ($1,000) or more, Consultant agrees to fully comply

with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

| **City** | **Consultant** |
|---|---|
| City of Coachella | The Christmas Kings |
| 53462 Enterprise Way | 23305 Peggy Lane |
| Coachella, CA 92236 | Lake Elsinore, CA 92595 |
| Attn: Maritza Martinez | Attn: Mathew Kronquist |

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

**[SIGNATURES ON FOLLOWING PAGE.]**

**CITY OF COACHELLA**

By: _____
Gabriel D. Martin, PhD.
City Manager

**The Christmas Kings**

By: _____
Mathew Kronquist
General Manager

*Attest:*

By: _____
City Clerk

*Approved as to Form:*

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

# EXHIBIT "A"

## SCOPE OF SERVICES

### City Hall Light Show Components

| | |
|---|---|
| 500' | City Hall FRONT FACING Perimeter RGB LED C9 Lights |
| 10 | large palms flanking fountain wrapped 16' high with RGB LED pixel lights |
| 2 | pure white LED starbursts for the top of the trees of lights |

### City Hall Décor Components

| | |
|---|---|
| 2 | 5' – 8' tall / wide 2D décor pieces placed in grass areas |
| 8 | 100 watt slow color changing RGB :LED flood lights |
| 2 | 6' – 8' tall number 7 and 5 to produce 75 |

### Library Building & Arhces

| | |
|---|---|
| 150 | C9 (color TBD) lighting with 12" spacing on the roof above the arches |
| 10 | 100 watt flood lights on the facades of the building |

### Light Show Details

3 songs programmed to lights up to 5 mins per song
TCK has a song list with dozens to choose from
Speaker system for audio in the courtyard for light show + FM transmitter and lighted sign so vehicles can tune to the station and enjoy
Computer to run show and programming
Remote access for technicians to modify schedule and check on function

INCLUSIONS: install – service – removal all product supplied as a rental

# EXHIBIT "B"

## SCHEDULE OF SERVICES

## September 8, 2021 – December 1, 2021

# EXHIBIT "C"

## COMPENSATION

**Total Compensation is not to exceed $35,000.**