

CITY OF COACHELLA

**WATER AND SANITARY
UTILITIES**



**REQUEST FOR PROPOSAL
FOR
UTILITY OPERATIONS COMPENSATION STUDY**

ISSUE DATE: November 8, 2023

Proposals must be received by January 8, 2024 6:00 p.m.

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REQUEST FOR PROPOSAL

COMPENSATION STUDY CONSULTANT SERVICES

I. PURPOSE

The City of Coachella is seeking proposals from qualified and experienced consulting firms to conduct a Utility Operations Compensation Study for classifications in its Sanitary and Miscellaneous and Confidential Mid-Management bargaining units.

II. BACKGROUND

The City of Coachella is a full-service city in the Coachella Valley with an estimated population of 43,582. Incorporated in 1946, as a full-service municipality, Coachella provides water and sanitary wastewater service to over 46,000 people across a 32 square mile service area. The Utilities Department provides for the treatment and distribution of potable water to over 9,000 residential, commercial, and industrial water service connections, as well as the collection, treatment, and disposal of wastewater from more than 8,000 wastewater service connections. The City's principal water supply is local groundwater pumped from six City-owned and operated wells, producing approximately 6.4 million gallons per day (MGD) of potable water distributed via 120 miles of pipeline. The sanitary system is comprised of one wastewater treatment plant designed to treat up to 4.5 MGD of wastewater to secondary standards, before being discharged into the Coachella Valley Stormwater Channel. The sanitary collection system that conveys wastewater from customers to the treatment plant consists of 90 miles of pipelines, two sewage pump stations, and over 1,600 manholes.

The Utilities Department is managed by the Utilities Manager who oversees the Coachella Water Authority and Coachella Sanitary District. The Department is organized into three key functions: Administration, a Water Division (Water), and Sanitation Division (Sanitation). The Department's approved 2023 staffing level is 18.0 full-time equivalents (FTEs), including 3.0 Administration FTEs, 7.5 Water FTEs, and 7.5 Sanitary FTEs. The Water Division consists of one Water Superintendent who acts as a Supervisor and provides direction to a team of six water operators and reports to the Utilities Manager. The Sanitation Division consists of one Sanitary Superintendent who acts as a Supervisor and provides direction to a team of six wastewater operators and reports to the Utilities Manager.

The City employs approximately 79 fulltime employees and contracts for police and fire. The City has two (2) labor unions, Sanitary and Miscellaneous and Confidential Mid-Management (represented by Teamsters Local 1932). Information regarding the City's labor agreements may be found at www.coachella.org.

The City has a step and grade compensation system. There are six (6) steps per grade, with five percent (5%) between steps. The sixth (6th) step is a "super step" obtained when an employee has demonstrated outstanding performance and service by achieving goals and objectives agreed upon between the employee and his/her supervisor. The last Compensation Study conducted by the City was completed in 2018.

III. SCOPE OF SERVICES

The proposed plan should accomplish the following objectives:

- Conduct a comprehensive total compensation study using the comparable study agencies provided (Attachment A), or any others mutually agreed upon using not only job titles, but duties and responsibilities based upon the classification specifications from the City of Coachella (Attachment B).
- Complete the internal base salary relationship analysis, including the development of appropriate internal relationship guidelines (internal equity).
- Develop externally competitive and internally equitable salary recommendations for each job classification.
- Assign a salary range to each classification which reflects the results of the market survey and the analysis of internal relationships.
- Prepare a written report of possible strategies for implementation of your recommendations, including discussion of methods, techniques and data used to develop the Compensation plan.
- Present draft results in a written report to management and other parties as requested, throughout the duration of the process if needed. The written report must also be provided in electronic format
- Present final Compensation report to the City Council in a written report. The written report must also be provided in electronic format.

PROJECT DELIVERABLES

The successful bidder shall provide project deliverables to the City including:

- All deliverables shall be provided to the City electronically, using MS Word/Excel and, if requested, in paper format.
- Prepare and present Preliminary and Final Reports, respond to questions, and modify as may be appropriate.
- All information gathered and prepared by the Consultant regarding the study shall be provided to the Human Resources Manager.

IV. SUBMITTAL REQUIREMENTS

Firms interested in submitting a proposal must provide four (4) copies in a sealed envelope by no later than **6:00 p.m. (PST) on January 8, 2024**

to:

Yolanda Lopez
Human Resources Management Analyst
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Faxed or emailed proposals will not be accepted. Proposals should provide a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. Any proposals received after the due date and time will be returned to the firm unopened.

The City reserves the right to reject any or all proposals, to request additional information concerning any proposals, to negotiate with any qualified party, to waive any irregularities or informalities in any proposal or in the request for proposal process, or to cancel this Request for Proposal in part or in its entirety. The City is not liable for any costs or expense incurred in the preparation of a response to this Request for Proposal or in participating in an oral presentation or meetings with the City.

V. INQUIRIES AND ADDENDA

Any questions, interpretations, or clarifications, either administrative or technical, from prospective proposers regarding this RFP must be received in writing, via U.S. Mail or e-mail, no later than 6:00 p.m. (PST) on November 30, 2023.

All inquiries regarding the RFP process and proposal submissions should be directed to:

Yolanda Lopez
Human Resources Management Analyst
City of Coachella
53990 Enterprise Way
Coachella, CA 92236
(760) 398-3502
ylopez@coachella.org

If necessary, any addenda will be provided to all firms receiving this Request for Proposal.

VI. SCHEDULE

RFP Release Date:	November 8, 2023
Submission Deadline for Questions:	November 30, 2023
City to provide Addendum to Response to Questions:	December 11, 2023
Proposal Submission Deadline:	January 8, 2024

VII. REQUESTED INFORMATION

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only as a disadvantage to the proposer. Please answer the questions in the format and order presented. (Submissions of individual resumes alone will not be considered responsive to any specific question.)

- i. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the professional services described above, including a brief introduction and history of the firm, number of employees, proven work history and a statement as to qualifications.
- ii. Table of Contents: Include a clear identification of the material by section and page number.
- iii. Firm Qualifications: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposal. Please include the following:
 1. Describe your company's background and history; include number of years in business and number of years conducting public sector salary studies similar to that required in this RFP;
 2. Location and office(s) that would serve the City of Coachella;
 3. Provide the name(s) and qualifications of consultants/staff that would be assigned to work on the City of Coachella's study and who will present results and any recommendations;
 4. Listing of any subcontractors, if any, and the scope of work they will perform;
 5. Five (5) references, preferably from other municipalities or government agencies, for which you have conducted similar studies within the past three (3) years. For each client reference provided, please provide the following information:
 - a. Client Name
 - b. Contact Name and Title
 - c. Address and Phone Number
 6. An example of a recent public sector compensation study you have completed for another client;
 7. Describe any factors that distinguish your firm from others.
 8. Narrative proposal on what approach and techniques you will use in identifying and evaluating information provided. Describe the process you use and submit the forms, questionnaires and instruments used or proposed for use in this study.
 9. An estimate of time to complete the project and a proposed timeline of work tasks, with the date of final completion of the project.
 10. A breakdown of your firm's rates, fees and charges for services, by phase and for total project, and a proposed payment schedule.

VIII. EVALUATION AND SELECTION PROCESS

Selection of proposer to interview with the City will be based on the contents of their written proposal. Proposal will be rated according to the following criteria (in no particular order):

- Completeness – compliance to RFP requirements and completeness of responses to requested information.
- Firm Experience – Includes verifiable track record in human resources consulting, specifically in conducting comprehensive classification and compensation studies, staff

resources available, depth and breadth of expertise and experience, understanding of the City's needs, and client references.

- Cost – Evaluation in this category will be based on the total cost to the City for the scope of work outlined in this RFP.
- Approach to Work – Process of collecting data, establishing job families, selecting benchmarking positions, determining components of pay to use in establishing total compensation, and how data is presented and reported.
- References of past or current municipal clients.

Consideration will also be given to any additional information and comments if they should increase the benefits to the City of Coachella.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals, including references, resumes, etc. The City reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

Selection Process

An evaluation committee will review each of the proposals for completeness and the responding firms may be invited for proposal interviews prior to final selection to further elaborate on their proposals.

IX. TERMS AND CONDITIONS

a. Proposal Preparation Costs:

The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

b. Reservation of Rights:

This RFP does not commit or obligate the City of Coachella to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

- i. Reject any and all proposals received and to accept or reject any items(s) herein;
- ii. Take all proposals under advisement for up to ninety (90) days after opening;
- iii. Waive any informality on any proposal;
- iv. Be the sole judge of the relative merits of the material mentioned in the respective proposals received;
- v. Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
- vi. Negotiate the service scheduled and reasonable costs with the selected firm/individual;
- vii. Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- viii. Terminate this RFP process at any time.

c. Acceptance of Conditions:

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- i. Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
- ii. The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- iii. The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
- iv. The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

d. Professional Services Agreement

The successful firm will be required to enter into a Professional Services Agreement with the City of Coachella, which will include the requirements of this RFP, as well as other requirements to be determined or negotiated. (Attachment F)

The City reserves the right to negotiate the price, terms, and scope of services with the Proposer, prior to entering into an Agreement. The Agreement will contain provisions requiring the selected firm to indemnify the City and provide that the Proposer is an independent contractor serving at the will of the City Manager/City. Provisions will also be included in the contract allowing the City Manager to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

e. Insurance/Indemnification/Business License

The City of Coachella will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate general liability insurance, automobile liability insurance, professional liability insurance, errors and omissions insurance, and workers' compensation insurance coverage as needed.

Such coverage must be provided by an insurance company authorized to do business in the State of California. Certificates must name the City of Coachella as an Additional Insured and shall provide that contractor's policy is primary over any insurance carried by the City of Coachella and that the policy will not be canceled or materially changed without thirty (30) days prior notice in writing to the City of Coachella. The successful firm must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of Coachella, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, these and other

provisions will be established contractually.

The City will also require the successful firm to obtain and maintain a current City of Coachella Business License (Attachment G).

f. Oral Presentations

An oral presentation by the Proposers in final contention for award of a Professional Services Agreement may be required as a part of the bid process. The purpose of the oral presentation would be twofold: First, to allow the Proposer to demonstrate capabilities of the firm and to clarify Proposer's responses to the RFP; and second, to allow City staff to meet with Proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the Proposer's expense.

g. Award of Contract

The City of Coachella will negotiate a contract with the firm submitting the top ranked proposal. If terms cannot be reached then the City may elect to begin negotiations with the second ranked proposal. The contract will be presented to the City Council for approval.

The City of Coachella reserves the right to negotiate minor deviations to the proposal of the successful firm and to award a contract to the firm that presents the proposal which in the sole judgment of the City best accomplishes the desired result for this project. The City reserves the right to award this contract to no applicant.

Attachments	A.	City of Coachella Comparator Agencies List
	B.	City of Coachella Classifications to be surveyed
	C.	Salary Schedule for Sanitary and Miscellaneous Employees
	D.	Salary Schedule for Confidential Mid-Management Employees
	E.	Utilities Organizational Chart
	F.	Sample Professional Services Agreement
	G.	Business License Application/Workers' Compensation Declaration/Business License Fees

COMPARATOR AGENCIES TO BE USED
(or any others agreed upon by both parties)

AGENCY
CITY OF PALM SPRINGS
CITY OF REDLANDS
CITY OF SAN BERNARDINO
COACHELLA VALLEY WATER DISTRICT
DESERT WATER AGENCY
EASTERN MUNICIPAL WATER DISTRICT
ELISINORE VALLEY MUNICIPAL WATER DISTRICT
HI-DESERT WATER DISTRICT
IMPERIAL IRRIGATION DISTRICT
INDIO WATER AUTHORITY
INLAND EMPIRE UTILITIES AGENCY
IRVINE RANCH WATER DISTRICT
LONG BEACH WATER AUTHORITY
MISSION SPRINGS WATER DISTRICT
RANCHO CALIFORNIA WATER DISTRICT
VALLEY SANITARY DISTRICT
WESTERN MUNICIPAL WATER DISTRICT

CLASSIFICATIONS TO BE SURVEYED

CLASSIFICATION TITLE	DIVISION
ASSISTANT ENGINEER	WATER AUTHORITY
ENVIRONMENTAL/SPECIAL PROGRAMS MANAGER	WATER AUTHORITY
SENIOR WATER SERVICE WORKER III	WATER AUTHORITY
SENIOR WATER SERVICE WORKER IV	WATER AUTHORITY
WATER SERVICE WORKER I	WATER AUTHORITY
WATER SERVICE WORKER II	WATER AUTHORITY
WATER SUPERINTENDENT	WATER AUTHORITY
CHIEF TREATMENT/COLLECTIONS SYSTEM OPERATOR	SANITARY DISTRICT
SANITARY SUPERINTENDENT	SANITARY DISTRICT
TREATMENT/COLLECTION OPERATOR TRAINEE	SANITARY DISTRICT
TREATMENT/COLLECTION SYSTEM OPERATOR I	SANITARY DISTRICT
TREATMENT/COLLECTION SYSTEM OPERATOR II	SANITARY DISTRICT
TREATMENT/COLLECTION SYSTEM OPERATOR III	SANITARY DISTRICT
HEAVY EQUIPMENT OPERATOR	WATER AUTHORITY & SANITARY DISTRICT

RECOMMENDED POSITIONS	DIVISION
CHIEF TREATMENT/DISTRIBUTION OPERATOR	WATER AUTHORITY
WATER TREATMENT/DISTRIBUTION OPERATOR I	WATER AUTHORITY
WATER TREATMENT/DISTRIBUTION OPERATOR II	WATER AUTHORITY
WATER TREATMENT/DISTRIBUTION OPERATOR III	WATER AUTHORITY
WASTE WATER TREATMENT/COLLECTION OPERATOR I	SANITARY DISTRICT
WASTE WATER TREATMENT/COLLECTION OPERATOR II	SANITARY DISTRICT
WASTE WATER TREATMENT/COLLECTION OPERATOR III	SANITARY DISTRICT
SCADA/INSTRUMENTATION TECHNICIAN	WATER AUTHORITY & SANITARY DISTRICT

ATTACHMENT C

City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2023 - June 30, 2024 (7% COLA effective July 1, 2023)
(Revised by Council 5/24/23, Resolution No. 2023-29)

Position Title	Step	A	B	C	D	E	Performance Step (5%) "O"
Public Works Streets Maintenance	h	25.56	26.84	28.18	29.59	31.07	32.62
Worker Trainee/I/II	m	4,430.39	4,651.91	4,884.51	5,128.73	5,385.17	5,654.43
Grade 26	a	53,164.69	55,822.92	58,614.07	61,544.77	64,622.01	67,853.11
Recreation Services Coordinator	h	27.25	28.62	30.05	31.55	33.13	34.78
	m	4,724.09	4,960.29	5,208.31	5,468.72	5,742.16	6,029.26
Grade 4	a	56,689.04	59,523.49	62,499.66	65,624.65	68,905.88	72,351.17
Senior Accountant	h	48.87	51.31	53.88	56.57	59.40	62.37
	m	8,470.67	8,894.20	9,338.91	9,805.86	10,296.15	10,810.96
Grade 16	a	101,648.05	106,730.45	112,066.97	117,670.32	123,553.84	129,731.53
Senior Center Assistant	h	24.77	26.01	27.31	28.68	30.11	31.62
	m	4,294.10	4,508.81	4,734.25	4,970.96	5,219.51	5,480.48
Grade 2	a	51,529.21	54,105.67	56,810.95	59,651.50	62,634.07	65,765.77
Senior Center Coordinator	h	28.76	30.20	31.71	33.29	34.96	36.71
	m	4,985.15	5,234.41	5,496.13	5,770.93	6,059.48	6,362.45
Grade 6	a	59,821.79	62,812.88	65,953.52	69,251.20	72,713.76	76,349.45
Senior Center Operator	h	25.56	26.84	28.18	29.59	31.07	32.62
	m	4,430.39	4,651.91	4,884.51	5,128.73	5,385.17	5,654.43
Grade 26	a	53,164.69	55,822.92	58,614.07	61,544.77	64,622.01	67,853.11
Senior Code Enforcement Officer	h	36.65	38.48	40.40	42.42	44.54	46.77
	m	6,351.89	6,669.48	7,002.96	7,353.11	7,720.76	8,106.80
Grade 15	a	76,222.68	80,033.82	84,035.51	88,237.28	92,649.15	97,281.60
Senior Maintenance Worker	h	29.68	31.16	32.72	34.36	36.08	37.88
	m	5,144.47	5,401.70	5,671.78	5,955.37	6,253.14	6,565.80
Grade 27	a	61,733.69	64,820.38	68,061.40	71,464.47	75,037.69	78,789.57
Senior Water Service Worker III	h	30.72	32.26	33.87	35.56	37.34	39.21
	m	5,324.91	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09
Grade 8	a	63,898.98	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09
Senior Water Service Worker IV	h	34.83	36.57	38.40	40.32	42.34	44.45
	m	6,037.08	6,338.93	6,655.88	6,988.67	7,338.11	7,705.01
Grade 14	a	72,444.95	76,067.20	79,870.56	83,864.08	88,057.29	92,460.15
Street Sweeper Operator	h	29.90	31.40	32.97	34.61	36.35	38.16
	m	5,182.87	5,442.01	5,714.11	5,999.82	6,299.81	6,614.80
Grade 23	a	62,194.39	65,304.11	68,569.32	71,997.78	75,597.67	79,377.56
Treatment Plant Operator Trainee	h	24.67	25.91	27.20	28.56	29.99	31.49
	m	4,276.82	4,490.67	4,715.20	4,950.96	5,198.51	5,458.43
Grade 1	a	51,321.89	53,887.99	56,582.38	59,411.50	62,382.08	65,501.18
Treatment Plant Operator I	h	27.89	29.28	30.74	32.28	33.90	35.59
	m	4,833.50	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91
Grade 5	a	58,002.03	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92

ATTACHMENT C

City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2023 - June 30, 2024 (7% COLA effective July 1, 2023)
(Revised by Council 5/24/23, Resolution No. 2023-29)

Position Title	Step	A	B	C	D	E	Performance Step (5%) "O"
Treatment Plant Operator II <i>Grade 8</i>	h	30.72	32.26	33.87	35.56	37.34	39.21
	m	5,324.91	5,591.16	5,870.72	6,164.25	6,472.47	6,796.09
	a	63,898.98	67,093.93	70,448.62	73,971.06	77,669.61	81,553.09
Treatment Plant Operator III <i>Grade 14</i>	h	34.83	36.57	38.40	40.32	42.34	44.45
	m	6,037.08	6,338.93	6,655.88	6,988.67	7,338.11	7,705.01
	a	72,444.95	76,067.20	79,870.56	83,864.08	88,057.29	92,460.15
Vehicle/Equipment Mechanic I <i>Grade 4</i>	h	27.25	28.62	30.05	31.55	33.13	34.78
	m	4,724.09	4,960.29	5,208.31	5,468.72	5,742.16	6,029.26
	a	56,689.04	59,523.49	62,499.66	65,624.65	68,905.88	72,351.17
Vehicle/Equipment Mechanic II <i>Grade 18</i>	h	37.85	39.75	41.73	43.82	46.01	48.31
	m	6,561.12	6,889.18	7,233.64	7,595.32	7,975.09	8,373.84
	a	78,733.49	82,670.17	86,803.68	91,143.86	95,701.05	100,486.11
Water Service Worker I <i>Grade 1</i>	h	24.67	25.91	27.20	28.56	29.99	31.49
	m	4,276.82	4,490.67	4,715.20	4,950.96	5,198.51	5,458.43
	a	51,321.89	53,887.99	56,582.38	59,411.50	62,382.08	65,501.18
Water Service Worker II <i>Grade 5</i>	h	27.89	29.28	30.74	32.28	33.90	35.59
	m	4,833.50	5,075.18	5,328.94	5,595.38	5,875.15	6,168.91
	a	58,002.03	60,902.13	63,947.24	67,144.60	70,501.83	74,026.92

ATTACHMENT D

City of Coachella - Salary Schedule
Confidential Mid-Management Employees
July 1, 2023 - June 30, 2024 (7% COLA Effective July 1, 2023)
(Revised by Council 07/26/23, Resolution No. 2023-30)

		Step	A	B	C	D	E	Performance Step (5%) "O"
Accounting Manager	h		57.00	59.85	62.84	65.99	69.28	72.75
	m		9,880.08	10,374.08	10,892.79	11,437.43	12,009.30	12,609.76
	a		118,560.94	124,488.99	130,713.44	137,249.11	144,111.56	151,317.14
<i>Grade 37</i>								
Administrative Assistant	h		34.49	36.21	38.02	39.92	41.92	44.01
	m		5,977.57	6,276.45	6,590.27	6,919.79	7,265.78	7,629.07
	a		71,730.87	75,317.41	79,083.28	83,037.44	87,189.32	91,548.78
<i>Grade 10</i>								
Assistant to the City Manager	h		56.83	59.68	62.66	65.79	69.08	72.54
	a		9,851.28	10,343.85	10,861.04	11,404.09	11,974.30	12,573.01
	m		118,215.41	124,126.19	130,332.49	136,849.12	143,691.58	150,876.15
<i>Grade 36</i>								
Associate Planner	h		44.21	46.42	48.74	51.18	53.74	56.42
	m		7,662.96	8,046.11	8,448.42	8,870.84	9,314.38	9,780.10
	a		91,955.56	96,553.34	101,381.01	106,450.06	111,772.56	117,361.19
<i>Grade 32</i>								
Building Official	h		56.32	59.14	62.10	65.20	68.46	71.89
	m		9,762.98	10,251.13	10,763.69	11,301.87	11,866.97	12,460.32
	a		117,155.81	123,013.60	129,164.28	135,622.49	142,403.62	149,523.80
<i>Grade 25</i>								
Chief Treatment/Collections System Operator	h		45.79	48.08	50.49	53.01	55.66	58.44
	m		7,937.46	8,334.34	8,751.05	9,188.61	9,648.04	10,130.44
	a		95,249.56	100,012.04	105,012.64	110,263.27	115,776.44	121,565.26
<i>Grade 29</i>								
Civil Engineering Associate	h		43.58	45.76	48.04	50.45	52.97	55.62
	m		7,553.55	7,931.22	8,327.79	8,744.18	9,181.38	9,640.45
	a		90,642.57	95,174.70	99,933.43	104,930.10	110,176.61	115,685.44
<i>Grade 31</i>								
Code Compliance Manager	h		56.32	59.14	62.10	65.20	68.46	71.89
	m		9,762.98	10,251.13	10,763.69	11,301.87	11,866.97	12,460.32
	a		117,155.81	123,013.60	129,164.28	135,622.49	142,403.62	149,523.80
<i>Grade 25</i>								
Development Services Technician	h		38.06	39.97	41.96	44.06	46.27	48.58
	m		6,597.60	6,927.48	7,273.85	7,637.54	8,019.42	8,420.39
	a		79,171.16	83,129.72	87,286.20	91,650.51	96,233.04	101,044.69
<i>Grade 17</i>								
Community Services Coordinator	h		34.49	36.21	38.02	39.92	41.92	44.01
	m		5,977.57	6,276.45	6,590.27	6,919.79	7,265.78	7,629.07
	a		71,730.87	75,317.41	79,083.28	83,037.44	87,189.32	91,548.78
<i>Grade 10</i>								
Customer Service Supervisor	h		42.94	45.08	47.34	49.70	52.19	54.80
	m		7,442.21	7,814.32	8,205.04	8,615.29	9,046.05	9,498.36
	a		89,306.54	93,771.87	98,460.46	103,383.48	108,552.66	113,980.29
<i>Grade 34</i>								
Deputy City Clerk	h		42.94	45.08	47.34	49.70	52.19	54.80
	m		7,442.21	7,814.32	8,205.04	8,615.29	9,046.05	9,498.36
	a		89,306.54	93,771.87	98,460.46	103,383.48	108,552.66	113,980.29
<i>Grade 22</i>								

ATTACHMENT D

City of Coachella - Salary Schedule
Confidential Mid-Management Employees
July 1, 2023 - June 30, 2024 (7% COLA Effective July 1, 2023)
(Revised by Council 07/26/23, Resolution No. 2023-30)

	Step	A	B	C	D	E	Performance Step (5%) "O"
Economic Development Manager	h	57.28	60.14	63.15	66.31	69.62	73.10
	m	9,928.07	10,424.47	10,945.69	11,492.98	12,067.63	12,671.01
<i>Grade 38</i>	a	119,136.81	125,093.65	131,348.34	137,915.75	144,811.54	152,052.12
Environmental/ Special Programs Manager	h	44.21	46.42	48.74	51.18	53.74	56.42
	m	7,662.96	8,046.11	8,448.42	8,870.84	9,314.38	9,780.10
<i>Grade 32</i>	a	91,955.56	96,553.34	101,381.01	106,450.06	111,772.56	117,361.19
Executive Assistant	h	38.06	39.97	41.96	44.06	46.27	48.58
	m	6,597.60	6,927.48	7,273.85	7,637.54	8,019.42	8,420.39
<i>Grade 17</i>	a	79,171.16	83,129.72	87,286.20	91,650.51	96,233.04	101,044.69
Finance Manager	h	57.00	59.85	62.84	65.99	69.28	72.75
	m	9,880.08	10,374.08	10,892.79	11,437.43	12,009.30	12,609.76
<i>Grade 37</i>	a	118,560.94	124,488.99	130,713.44	137,249.11	144,111.56	151,317.14
Finance Services Supervisor	h	42.94	45.08	47.34	49.70	52.19	54.80
	m	7,442.21	7,814.32	8,205.04	8,615.29	9,046.05	9,498.36
<i>Grade 34</i>	a	89,306.54	93,771.87	98,460.46	103,383.48	108,552.66	113,980.29
Grants Manager	h	52.02	54.62	57.35	60.22	63.23	66.39
	m	9,016.27	9,467.08	9,940.43	10,437.46	10,959.33	11,507.30
<i>Grade 24</i>	a	108,195.21	113,604.97	119,285.22	125,249.48	131,511.95	138,087.55
Information Technology Manager	h	63.98	67.18	70.54	74.06	77.76	81.65
	m	11,089.41	11,643.88	12,226.08	12,837.38	13,479.25	14,153.21
<i>Grade 40</i>	a	133,072.96	139,726.61	146,712.94	154,048.59	161,751.02	169,838.57
Management Analyst	h	42.28	44.39	46.61	48.94	51.39	53.96
	m	7,328.54	7,694.97	8,079.71	8,483.70	8,907.88	9,353.28
<i>Grade 14</i>	a	87,942.47	92,339.59	96,956.57	101,804.40	106,894.62	112,239.35
Parks and Recreation Services Manager	h	52.02	54.62	57.35	60.22	63.23	66.39
	m	9,016.27	9,467.08	9,940.43	10,437.46	10,959.33	11,507.30
<i>Grade 24</i>	a	108,195.21	113,604.97	119,285.22	125,249.48	131,511.95	138,087.55
Parks Supervisor	h	42.94	45.08	47.34	49.70	52.19	54.80
	m	7,442.21	7,814.32	8,205.04	8,615.29	9,046.05	9,498.36
<i>Grade 34</i>	a	89,306.54	93,771.87	98,460.46	103,383.48	108,552.66	113,980.29
Permit Technician	h	35.31	37.07	38.92	40.87	42.91	45.06
	m	6,119.62	6,425.60	6,746.88	7,084.23	7,438.44	7,810.36
<i>Grade 12</i>	a	73,435.45	77,107.23	80,962.59	85,010.72	89,261.25	93,724.31
Planning Manager	h	68.44	71.86	75.46	79.23	83.19	87.35
	m	11,863.00	12,456.15	13,078.96	13,732.91	14,419.56	15,140.53
<i>Grade 41</i>	a	142,356.05	149,473.86	156,947.55	164,794.93	173,034.67	181,686.41

ATTACHMENT D

City of Coachella - Salary Schedule
Confidential Mid-Management Employees
July 1, 2023 - June 30, 2024 (7% COLA Effective July 1, 2023)
(Revised by Council 07/26/23, Resolution No. 2023-30)

	Step	A	B	C	D	E	Performance Step (5%) "O"
Principal Planner	h	56.32	59.14	62.10	65.20	68.46	71.89
	m	9,762.98	10,251.13	10,763.69	11,301.87	11,866.97	12,460.32
<i>Grade 39</i>	a	117,155.81	123,013.60	129,164.28	135,622.49	142,403.62	149,523.80
Sanitary Superintendent	h	52.02	54.62	57.35	60.22	63.23	66.39
	m	9,016.27	9,467.08	9,940.43	10,437.46	10,959.33	11,507.30
<i>Grade 24</i>	a	108,195.21	113,604.97	119,285.22	125,249.48	131,511.95	138,087.55
Senior Civil Engineer	h	56.32	59.14	62.10	65.20	68.46	71.89
	m	9,762.98	10,251.13	10,763.69	11,301.87	11,866.97	12,460.32
<i>Grade 25</i>	a	117,155.81	123,013.60	129,164.28	135,622.49	142,403.62	149,523.80
Senior Management Analyst	h	52.02	54.62	57.35	60.22	63.23	66.39
	m	9,016.27	9,467.08	9,940.43	10,437.46	10,959.33	11,507.30
<i>Grade 24</i>	a	108,195.21	113,604.97	119,285.22	125,249.48	131,511.95	138,087.55
Senior Planner	h	48.78	51.22	53.78	56.47	59.30	62.26
	m	8,455.75	8,878.54	9,322.46	9,788.59	10,278.02	10,791.92
<i>Grade 23</i>	a	101,469.00	106,542.45	111,869.57	117,463.05	123,336.20	129,503.01
Streets Supervisor	h	42.94	45.08	47.34	49.70	52.19	54.80
	m	7,442.21	7,814.32	8,205.04	8,615.29	9,046.05	9,498.36
<i>Grade 34</i>	a	89,306.54	93,771.87	98,460.46	103,383.48	108,552.66	113,980.29
Streets Superintendent/ Emergency Services Coordinator	h	49.05	51.50	54.08	56.78	59.62	62.60
	m	8,501.82	8,926.91	9,373.26	9,841.92	10,334.02	10,850.72
<i>Grade 33</i>	a	102,021.84	107,122.93	112,479.08	118,103.03	124,008.18	130,208.59
Water Superintendent	h	52.02	54.62	57.35	60.22	63.23	66.39
	m	9,016.27	9,467.08	9,940.43	10,437.46	10,959.33	11,507.30
<i>Grade 24</i>	a	108,195.21	113,604.97	119,285.22	125,249.48	131,511.95	138,087.55

Water Superintendent who manages a team of six staff positions. The Sanitary District is overseen by a Sanitary Superintendent and one Chief Treatment/Collections Operator, who directly supervises five staff and reports to the Superintendent. The following figure outlines the Department's organizational structure in FY2023.

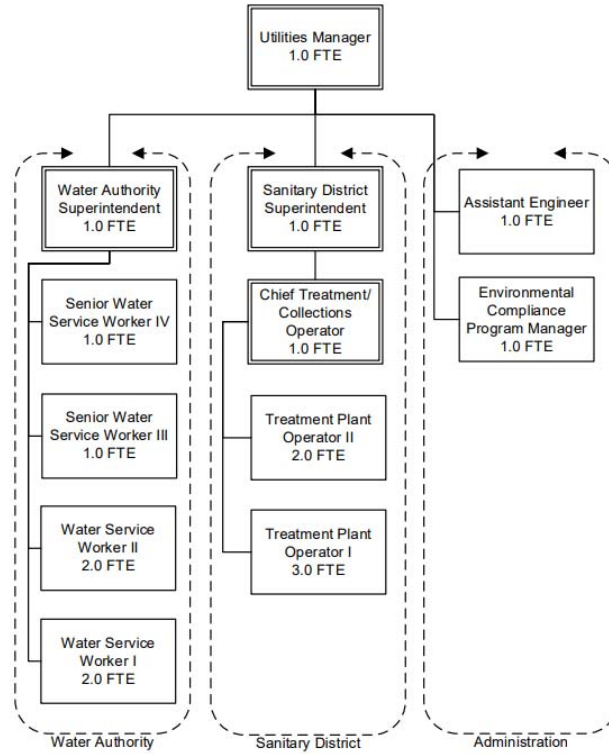


Figure 1: Utilities Department Organizational Structure, FY2023

An Administrative Assistant II position located in the Public Works Department provides approximately 25% support to the Utilities Department. An Environmental Compliance Inspector position in Administration has been shown in the Department's budget but has not been filled nor funded.

CORE SERVICES MATRIX

The following table provides an overview of core services provided by the Utilities Department; it is not meant to be all-inclusive, but a summary of the main services provided by Utilities staff.

[[[SAMPLE AGREEMENT]]]

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the [***INSERT NAME OF PROJECT***] 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 [***INSERT TYPE OF SERVICES***] consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and

incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall [***INSERT: be from (insert start date) to (insert ending date), unless terminated as provided herein.***OR INSERT: become effective as provided herein and shall remain in effect until terminated as provided herein***] . Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], 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 [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT*****] per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT*****] per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation

limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than *****CONTACT RISK MANAGEMENT TO CONFIRM REQUIREMENTS***** per claim, and shall be endorsed to include contractual liability.

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

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

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

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other

provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

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

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

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

3.3 Fees and Payments.

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

not exceed *****INSERT WRITTEN DOLLAR AMOUNT***** (\$*****INSERT NUMERICAL DOLLAR AMOUNT*****) without written approval of City's *****INSERT TITLE*****. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: [HUMAN RESOURCES DEPARTMENT]

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to

property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers. **[***IF FOR DESIGN PROFESSIONAL SERVICES (ARCHITECT, LANDSCAPE ARCHITECT, ENGINEER OR LAND SURVEYOR), USE THE FOLLOWING ALTERNATIVE LANGUAGE AND DELETE THE ABOVE LANGUAGE.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.***]

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

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

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

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

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

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

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

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

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

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

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

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

City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.6 Subcontracting.

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

CITY OF COACHELLA

[*INSERT NAME OF CONSULTANT***]**

By: _____
Gabriel D. Martin
City Manager

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

Attest:

City Clerk

[***INSERT TITLE***]

EXHIBIT “A”

SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT “B”

SCHEDULE OF SERVICES

[*INSERT SCHEDULE***]**

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES**]**

ATTACHMENT G



CITY OF COACHELLA

53990 ENTERPRISE WAY
COACHELLA, CA 92236
(760) 262-6268

APPLICATION FOR CITY BUSINESS LICENSE

NEW LICENSE ☐
RENEWAL ☐
CANCEL LICENSE ☐

DATE ISSUED	LICENSE NUMBER	BUS CLASS NO.	STATE BOARD OF EQUALIZATION NO.	CONTRACTOR'S LICENSE NO.
BUSINESS NAME		OWNER'S NAME		
BUSINESS ADDRESS		OWNER'S ADDRESS		
MAILING ADDRESS		OWNER'S PHONE NO.		
BUSINESS PHONE NO.		EMERGENCY INFORMATION NAME 1.		PHONE NO.
EMAIL		2.		
DESCRIPTION OF BUSINESS		STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE REQUIRED: ****		RETAIL <input type="checkbox"/> YES <input type="checkbox"/> NO
PLEASE INDICATE OWNERSHIP		<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON-PROFIT		
LIST OWNERS, PARTNERS OR OFFICERS ***		TITLE	RESIDENCE ADDRESS **	CITY ZIP RESIDENCE PHONE
MANDATORY - Industry Regulated Businesses - Are you a business that is a regulated industry with stormwater discharge requirements in accordance with Senate Bill 205 National Pollutant Discharge Elimination System (NPDES) permit program? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, NPDES (WDID) Permit # _____, WDID Application # _____, NONA # _____, NEC ID # _____ (No Exposure Certification)				
DATE BUSINESS OPENED	SOCIAL SECURITY /ITIN*	FEDERAL ID NO.*	CA DRIVERS LICENSE/ID #*	CA Municipal ID #*

IMPORTANT: COMPLETE THE COMPUTATION OF TAX BELOW - RETURN WITH FEE. VALIDATED LICENSE WILL BE MAILED TO YOU.

CLASSIFICATION I, II, III, IV - GROSS RECEIPTS

Gross Receipts or Sales for Year _____

_____ x 0.0007 = _____
TAX RATE

Annual Registration Tax _____ \$20.00

Uniform Fire Code Fee _____

State Tax AB 1379 _____ \$4.00

Penalties (See Reverse for Penalty Schedule) _____

TOTAL AMOUNT PAID _____

CLASSIFICATION V - MISCELLANEOUS

Category _____ Annual Rate _____

☐ Annual ☐ Qtrly ☐ Monthly ☐ Daily = _____

Annual Registration Tax _____ \$20.00

Uniform Fire Code Fee _____

State Tax AB 1379 _____ \$4.00

Penalties (See Reverse for Penalty Schedule) _____

TOTAL AMOUNT PAID _____

ADMINISTRATIVE OFFICE

Gross Receipts or Sales for Year _____

_____ x _____ = _____
TAX RATE

(3x Annual Cost of Maintaining Office)

No. of Employees _____ Per Year _____

_____ = _____

CAPACITY	=	RATE PER VEHICLE
Not exceeding 1/2 ton		\$15.00
Over 1/2 ton to 1 ton		\$25.00
Over 1 ton to 1 1/2 tons		\$50.00
Over 1 1/2 tons to 2 tons		\$75.00
Over 2 tons to 3 tons		\$100.00

Vehicle Fee _____

Annual Registration Tax _____

State Tax AB 1379 _____ \$4.00

Uniform Fire Code Fee _____

Penalties (See Reverse for Penalty Schedule) _____

TOTAL AMOUNT PAID _____

I DECLARE UNDER THE PENALTIES OF PERJURY, THAT THIS APPLICATION HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEVE IS TRUE, CORRECT AND COMPLETE STATEMENT OF FACTS.

DATE _____ SIGNATURE _____ TITLE _____

5.04 BUSINESS LICENSE GENERALLY 5.04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA ESTABLISHING BUSINESS LICENSE FEE RATES

WHEREAS, the City of Coachella has adopted Ordinance No. 5.04 establishing a fee to be paid for licenses by every person who conducts business with the City; and WHEREAS, Ordinance No. 5.04 prescribes that the specific fee rate shall be fixed by resolution; NOW THEREFORE, the City of Coachella hereby resolves commencing November 1, 1989 the specific fee rate shall be fixed as follows:

CLASSIFICATION I

BUSINESSES SUBJECT TO TAX IN THE AMOUNT OF SEVEN-TENTHS (7/10) OF ONE MILL PER DOLLAR OF GROSS RECEIPTS DERIVED THEREFROM OR ONE HUNDRED DOLLARS (\$100.00) WHICHEVER IS GREATER:

RETAIL, SALES AND MISCELLANEOUS TRANSPORTING PERSONS DELIVERIES OF PETROLEUM PRODUCTS DISTRIBUTION OF STAMPS, COUPONS, ETC. AMUSEMENTS - GAMES, DEVICES, ETC. GOLF COURSES, CONCERTS, LECTURES, RIDING ACADEMIES, ETC. ADVERTISING, OUTDOOR ETC. AMBULANCE SERVICE	AUTOMOBILE PARKING LOT AUTOMOBILE, TRUCK, TRAILER, MOTOR SCOOTER, MOTORCYCLE, ETC., RENTALS AUTOMOBILE BODY SHOP OR REPAIR SHOP BARBER SHOP OR BEAUTY SHOP BARBER OR BEAUTY SCHOOL BUSINESS SERVICES COLD STORAGE OR REFRIGERATION PLANT COLLECTION AGENCY	COMMERCIAL PRINTING CREDIT REPORTING BUREAU DANCE SCHOOL GARDENER HEALTH STUDIO, PHYSICAL FITNESS STUDIO OR REDUCING SALON HOSPITAL, SANITARIUM, REST HOME, NURSING HOME OR ASYLUM HOTELS, MOTELS, APARTMENT HOUSES	ROOMING HOUSES JANITORIAL SERVICE LAWN MOWER, TOOL SCISSOR SHARPENING OR SAW FILER LOCKSMITH MASSEUR AND MASSEUSE MESSENGER SERVICE NEWSPAPER DISTRIBUTOR NOTARY PUBLIC
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CLASSIFICATION II

BUSINESSES SUBJECT TO TAX IN THE AMOUNT OF FOUR-TENTHS (4/10) OF ONE MILL PER DOLLAR OF GROSS RECEIPTS DERIVED THEREFROM OR ONE HUNDRED DOLLARS (\$100.00) WHICHEVER IS GREATER:

FOUR-TENTHS (4/10) OF ONE MILL PER DOLLAR OF GROSS RECEIPTS DERIVED THEREFROM OR ONE HUNDRED DOLLARS (\$100.00) WHICHEVER IS GREATER:
WHOLESALE AND NEWSPAPER PUBLICATION DELIVERIES OF PETROLEUM PRODUCTS

CLASSIFICATION III

BUSINESSES SUBJECT TO TAX IN THE AMOUNT OF THREE-TENTHS (3/10) OF ONE MILL PER DOLLAR OF GROSS RECEIPTS DERIVED THEREFROM OR VALUE OF PRODUCT MANUFACTURED ONE HUNDRED DOLLARS (\$100.00) WHICHEVER IS GREATER:

MANUFACTURING, PACKING AND PROCESSING PUBLIC UTILITY

CLASSIFICATION IV

BUSINESSES PROFESSIONS OR OCCUPATIONS SUBJECT TO TAX OF TWO (2) MILLS PER DOLLAR OF GROSS RECEIPTS DERIVED THEREFROM OR ONE HUNDRED DOLLARS (\$100.00) WHICHEVER IS GREATER:

ACCOUNTANT ABSTRACT & TITLE ADVERTISING AGENT APPRAISER ARCHITECT ARTIST ASSAYER ATTORNEY AT LAW AUDITOR BACTERIOLOGIST BOOK AGENT BROKER OR COMMISSION AGENT CHEMIST	CERTIFIED PUBLIC ACCOUNTANT CHIROPODIST CHIROPRACITOR CIVIL, ELECTRICAL, MINING, CHEMICAL, STRUCTURAL, CONSULTING OR HYDRAULIC ENGINEER DENTIST DESIGNER, ILLUSTRATOR, OR DECORATOR DETECTIVE AGENCY AND/OR PRIVATE PATROL DRUGLESS PRACTITIONER ELECTROLOGIST EMPLOYMENT AGENCY	ENGRAVER ENTOMOLOGIST FEED, GRAIN & FRUIT BROKER GEOLOGIST ILLUSTRATOR OR SHOW CARD WRITER INTERPRETER LAPIDARY MORTICIAN NATUROPATH OCCULTIST OPTICIAN OPTOMETRIST OSTEOPATH	PHYSICIANS PHYSIOTHERAPIST PODIATRIST REAL ESTATE BROKER REPORTER-COURT, CONVENTION AND/OR CERTIFIED SHORTHAND ROENTGENOLOGIST SURGEON SURVEYOR STOCK & BOND BROKER TAXIDERMIST VETERINARIAN
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CLASSIFICATION V

BUSINESSES SUBJECT TO MISCELLANEOUS TAX RATES:

GENERAL CONTRACTORS SUB-CONTRACTORS/ SPECIALTY CONTRACTORS TRANSPORTATION AND TRUCKING DANCE HALLS, ETC. CIRCUS, MENAGERIES, TENT SHOWS	\$200.00 ANNUALLY \$100.00 ANNUALLY \$200.00 ANNUALLY \$ 75.00 PER QUARTER \$500.00 PER DAY \$ 35.00 PER DAY \$100.00 PER QUARTER \$ 35.00 PER DAY \$300.00 ANNUALLY \$ 15.00 PER RIDE PER MONTH \$ 30.00 PER RIDE PER MONTH \$100.00 ANNUALLY 50.00 PER MONTH 25.00 PER DAY \$100.00 ANNUALLY 50.00 PER MONTH 25.00 PER DAY \$200.00 ANNUALLY 25.00 PER DAY \$ 50.00 ANNUALLY PER DAY \$ 50.00 PER DAY	BANKRUPT CLOSEOUT SALES, ETC. (with restrictions) SALE OF CHRISTMAS TREES, GREENS OR CARD SALES FINANCE COMPANIES JUNK DEALERS OR DEALERS IN OLD AND/OR USED ARTICLES PAWNBROKERS SEARCHLIGHT NO MOUNTED ON VEHICLE SHOE SHINING ITINERANT MERCHANTS PEDDLER (per peddler) SOLICITOR (per solicitor) (\$1,000 bond required) PHOTOGRAPHER - TRANSIENT (\$500 bond required) RADIO BROADCASTING, TELEVISION AND/OR SOLICITING ADVERTISING FOR FORTUNE TELLING (\$15,000 bond required)	\$100.00 FIRST 30 DAYS 25.00 PER DAY OVER 30 DAYS \$ 75.00 PER SEASON \$300.00 ANNUALLY \$250.00 ANNUALLY \$200.00 ANNUALLY \$200.00 ANNUALLY 50.00 MONTHLY 25.00 PER DAY \$ 5.00 PER QUARTER 15.00 ANNUALLY \$600.00 ANNUALLY 200.00 PER QUARTER \$ 75.00 ANNUALLY 25.00 PER QUARTER 15.00 PER DAY \$600.00 ANNUALLY 200.00 PER QUARTER \$200.00 ANNUALLY 100.00 ANNUALLY 50.00 PER DAY \$300.00 ANNUALLY \$500.00 ANNUALLY
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5.04.090 PRORATION.

PRORATION OF ANY LICENSE TAX DUE AS STATED IN THIS CHAPTER SHALL BE MADE FOR ANY PORTION OF THE PERIOD FOR WHICH A LICENSE TAX IS PAYABLE; EXCEPT IN THE CASE OF A FIRST ANNUAL LICENSE TAX BASED UPON A METHOD OTHER THAN GROSS RECEIPTS, THE TAX MAY BE PRORATED AS FOLLOWS:

- IF APPLICATION IS MADE DURING THE QUARTER BEGINNING JANUARY FIRST, ONE HUNDRED (100) PERCENT OF SUCH FEE SHALL BE PAID;
- IF APPLICATION IS MADE DURING THE QUARTER BEGINNING APRIL FIRST, SEVENTY-FIVE (75) PERCENT OF SUCH FEE SHALL BE PAID;
- IF APPLICATION IS MADE DURING THE QUARTER BEGINNING JULY FIRST, FIFTY (50) PERCENT OF SUCH FEE SHALL BE PAID;
- IF APPLICATION IS MADE DURING THE QUARTER BEGINNING OCTOBER FIRST, FIFTY (25) PERCENT OF SUCH FEE SHALL BE PAID. (PRIOR CODE Z 13-19)

ADMINISTRATION OFFICE

The business tax applicable to an administrative office shall be computed by applying the applicable gross receipts tax to the amount which is three (3) times the total annual cost of maintaining said office, agent, broker, or employee shall include but not be limited to wages, salaries, commissions, bonuses, office rent, telephone, postage, utilities, janitorial and other expenses allocated for maintenance of the administrative office, agent, broker, or employee. An administrative office shall also be subject to taxation based on the number of employees and shall be taxed based on the vehicle rate set forth as follows:

Number of Employees:	1 or 2 employees; per year	3 to 6 employees; per year	7 to 16 employees; per year	11 to 14 employees; per year	15 to 26 employees; per year	21 to 30 employees; per year	31 to 40 employees; per year	41 to 50 employees; per year	51 or more employees; per year	For each employee or 50.	Capacity	Vehicle Rate	Rate per Vehicle
	\$ 50.00	100.00	150.00	200.00	250.00	300.00	350.00	400.00	400.00	5.00	Not exceeding one-half ton		\$ 15.00
											Over one-half ton to 1 ton		\$ 25.00
											Over 1 ton to 1 1/2 ton		\$ 50.00
											Over 1 1/2 ton to 2 tons		\$ 75.00
											Over 2 tons to 3 tons		100.00
											Over 3 tons		150.00

ORDINANCE # 5.04.080(5)(B)(C) - PENALTY SCHEDULE

To all delinquent licenses there shall be added a penalty of 15% of the amount of the tax due for the period, and an additional 15% for each month delinquent thereafter, providing that the amount of such penalty to be added shall in event exceed 60% of the amount of the license tax due.

*Complete one form.

**This information is confidential to the extent allowed by law. California Constitution Article 1, Section 1; Government code Section 6254 (i)

***Owner/Partner/Officer information must be completed.

***SIC categorical descriptions are available at www.osha.gov/pls/mis/sicsearch.html. Storm water permits are required based on requirements of the State Water Resources Control Board identified by the regulated SIC codes. These listings are available at www.waterboards.ca.gov/water_issues/programs/stormwater/sicnum.shtml.

Applicant hereby agrees to comply with all applicable state laws and county and city ordinances regulating the type of business for which applied herein. Applicant further agrees that any additional business, trade, calling, exhibition or a vocation engaged in, carried on or conducted by the applicant on said premises or in the City of Coachella shall require specific approval and/or separate application.

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies: The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx. The Department of Rehabilitation at www.rehab.cahwnet.gov. The California Commission on Disability Access at www.cocda.ca.gov.