



Request for Proposals

Soccer Recreation Services Project

City Project 030625

Closes on Thursday, May 6, 2025 at 4pm

City of Coachella

Public Works

Department

1. Introduction and Background

The City of Coachella, California, Public Works Department is requesting qualified Leagues to submit a proposal to provide sports recreation services for the Soccer Recreation Sports Services Project, for City of Coachella residents.

2. Scope of Services

The City of Coachella is accepting proposals for soccer league services as it re-evaluates service delivery of soccer recreation sport services available to its residents. Currently, sports recreation services are primarily provided by two (2) third party non-profit agencies. The City of Coachella is home to approximately 45,000 residents and has a median age of 26. The city has ten city parks totaling 75 acres. Its two largest parks Bagdouma Park and Rancho Las Flores Park have a combined number of available soccer fields as follows: Bagdouma Park has 4 soccer fields plus 2 soccer/football fields and Rancho Las Flores Park has 3 soccer fields.

Currently, the City's soccer facilities are the home field to 1,500 - 2,000 youth players. The City is interested in partnering with an single established recreation organization, through a one-year partnership agreement, which will have an additional one-year renewal option. If services are successfully received by the community after the two-year probationary period the awarded organization could then be added to the City's Sport League Memorandum of Understanding (MOU), which represents all established and organized youth sports activities in Coachella that have approved use of City facilities.

If successful in the RFP award, the identified League would commence services in the Summer of 2025 and services would be available as of Fall 2025. The City anticipates awarding one agreement for soccer recreational programming but reserves the right to award multiple agreements for additional programming deliverables based upon the feasibility of proposals received.

Under the Partnership, the City will:

- Provide Park Rangers, as available;
- Provide access to a Recreation Coordinator to act as a liaison for all City facility reservations and use;
- Provide park facilities for programming without cost:
 - Rancho Las Flores Park
48-400 Van Buren Street, Coachella
 - Bagdouma Park
51-723 Douma Street, Coachella
- Continue to permit facility use permits for all events at City facilities that do not conflict with Community Field Use Days; Community Field Use Days/Times are not available facility use days/times for League play.
- Parks and Recreation Foundation Sponsorship Program is available to all City of Coachella youth, whom are eligible to apply once a year for a reimbursement scholarship of up to 50% of their registration fee; with a maximum award of \$75.00.
- Soccer field use season:
 - September 16–December 20 & February 1-July 31

3. Youth Sports League Provider Requirements

Consultant shall provide and thoroughly describe the following deliverables in their proposal. All deliverables will become the property of the City of Coachella.

1. Ensure free, open and public access to parks while providing activation and programming services.
2. Maintain an electronic calendar for both parks that is accessible to City staff and the community. It should reflect accurate and detailed information about all scheduled events, programs and activities and allows for coordination with City maintenance services.

3. Additional programming suggested will also be evaluated as submitted and remain optional during the term of the partnership.
4. Each youth sports league provider must operate as a non-profit (501(c) 3) organized under the laws set forth for incorporation in the State of California. Each organization must meet IRS filing requirements including having current and active non-profit status for their organizations.
5. Each youth sports league provider must have published bylaws that provide for the election of board members and officers, as well as overall governance of the organization/association.
6. As a minimum, each youth sports league provider must convene four board meetings annually.
7. Recreation should be the primary focus of all youth sports league providers. It is considered beneficial to afford some higher-level of play within each youth sports league provider.
8. Development of balanced teams within the recreational play through its team selection process.
9. Ensure adult supervision is present in an official capacity for every league practice, official league game, tournament game, camp or clinic.
10. Encourage staff, coaches, volunteers and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation and appropriate behavior. The youth sports league provider will validate the quality of adult leadership by requiring statewide criminal background checks of all coaches, game officials, board members and any other person acting in an official capacity with the youth sports league provider. Background checks are valid for a one-year period and must be renewed annually for continuing members.
11. Ensure all coaches and referees are certified for the age they are serving by a national or state accredited coaching certification program is recognized by the soccer industry.
12. The hired organization(s) will need to provide: single inclusive registration fees in collaboration with the City, sports seasons established in

collaboration with the City, registration services, registration software, sports game/practice schedules, access to referees, training camps, and insurance.

13. Ensure fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices; diminishing use of cash transactions and using the abundantly available more secure modes of recorded fee remittance. All income derived from the use of City facilities shall be used solely to defray the costs and expenses of legitimate activities.
14. Proof of insurance that matches the following requirements:
 - a. Comprehensive of \$1,000,000 per occurrence; \$500,000 per person and property damage of \$250,000; combined single limit for bodily injury and property damage of \$1,000,000.
 - b. On all insurance required, selected organization shall be required to name the City and their officers and employees as additional insured.
15. No subletting of City facilities will be permitted; any proven violation of this stipulation will result in Administrative Fines and any ongoing violations can result up to termination of agreement.

4. Proposal

The proposal should be organized in the following manner:

Section 1

The organization interested in operating a youth and adult soccer league.

Please provide the name of the organization; 501(c)3 number and documents, names of all individuals associated with the proposal and their title, mailing address, phone number, and email address.

Section 2

Organizational structure and league overview. This includes information such as: (please be as detailed and specific as possible when answering the following questions)

- I. Organizational leadership
 - a. Board Oversight/Organizational Chart

II. League format and season overview (adult and youth)

- a. Provide detailed plans for practices, game days, tournaments, camps and clinics (number of games and practices each team will have per season; how many different teams they will play; number of tournaments)
- b. Provide details on how recreational teams will be formed (age specific, by grade, randomly)
- c. Provide information for ages that organization is proposing to serve.
- d. Provide proposed registration dates and deadlines for each season.
- e. Provide details of how the organization will handle the registration of participants and teams. (online, walk-in, method of payment, late registration)
- f. Proposed start and end date of each league and each league season.
- g. Grievance process.

III. Staffing (league administrators, field monitors, officials, etc.)

IV. Coaches and Referees (background checks, recruitment, training, certifications, etc.)

V. Provide rules governing league and tournament play.

VII. Provide bylaws for organization.

VII. Any other information that would be helpful in determining the qualifications, organizational skills, resources of the applicants and additional information needed to affirm the organization meets the Youth Sports League Provider Requirements identified on pages 3-5.

VIII. Projected number of youth and adult players for Fall 2026.

VIII. List municipal references for which sports recreational services have and are being provided by the submitting organization, including:

- General description of services provided
- Project Description

- Agencies serviced and Year(s) of service provided
- Name, address, and telephone number of contact person

5. **Proposal Submittal**

Complete written proposals must be submitted in sealed envelopes to The City of Coachella, Public Works Department and received no later than **4:00 p.m. on May 6, 2025**. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Interested and qualified firms are invited to submit a proposal (**five hard copies and one electronic copy**) to the City of Coachella, Public Works Department.

Proposal Submitted should be made attention to:

Maritza Martinez; Public Works Director

RE: Soccer Recreational Services Project – Project No. 030625

City of Coachella

53462 Enterprise Way

Coachella, CA 92236

6. **Fee / Rate**

The fee proposal should be the registration fee by age category. The fee should be provided in expanded form, thus showing how these fees are an accurate reflect of the service costs included in the registration rate such as: hard costs (awards/uniforms/etc.), season of play (timeframe, number of games, regularity of practices) and programming costs (coaching, referees, identify and list these). Please also identify additional fees, if any, that may be charged to the public, in addition to the registration fee.

7. **Special Conditions**

1. The City of Coachella reserves the right to reject any or all proposal, or to waive any irregularities or informalities in any qualifications or in the selection process.
2. Joint ventures will be considered as long as one League is named as the prime contract party and the contract contains language that binds all parties. The qualifications of personnel and the details of the work to be provided must be submitted as part of the submitted proposal.
3. The agreement between the City and the League will be a non-exclusive agreement, which means the City is not precluded from hiring other firms should there be a conflict of interest or because of the volume of work. If the situation should arise where additional firms are needed, it will not be considered a cancellation of this agreement. The term of this agreement, shall carry through July 31, 2026.
4. The League will agree to indemnify, defend, and hold harmless the City, and its employees, and agents from any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence other actionable fault of the League, its employees and agents.
5. The League agrees to procure and maintain throughout the duration of this agreement, insurance as stated in **Exhibit "A"** (sample Professional Services Agreement attached) of this document.
6. If the awarded League is found to not sustain the requirements as identified on pages 3-5 of this RFP and as submitted in their awarded proposal the City retains the ability to site the League in line with the City's Administrative Fine Fees schedule
 - a. 1st occurrence = \$100
 - b. Additional occurrences = \$250, \$500 and/or \$1,000

8. Selection Procedure

The City's evaluation and selection process is based upon Qualifications Based Selection for professional services. The City of Coachella may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The City will use the following criteria to score each proposal using a 100 point scale as follows:

1. League Background. (20 points)
2. League Structure. (50 points)
3. Program Fee Schedules. (20 points)
4. Unique League Features. (10 points)

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective League may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. If awarded, the individual from the proposing League who will be directly responsible for carrying out the contract, should be present at the oral interview.

9. Inquires

The City will allow for a Q&A period to respond to Request For Information from **March 6, 2025** through **April 17, 2025**. Requests for Information will not be accepted after this date and time. Please direct all questions in writing, via e-mail to: Maritza Martinez (mmartinez@coachella.org).

EXHIBIT "A"
CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

[[[MODEL AGREEMENT– REMOVE THIS TITLE WHEN USED]]]

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20__, 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 1515 Sixth 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 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 [__INSERT TYPE OF SERVICES__] 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 [__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 be from [___**INSERT START DATE**___] to [___**INSERT ENDING DATE**___], 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. [*****INSERT IF DESIRED BY CITY:** City alone (not the Consultant) shall have the option to extend the term of this Agreement for two (2) successive one (1) year periods (individually, “Subsequent Term” and collectively, “Subsequent Terms”) on the same terms and conditions as set forth in this Agreement (including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit “C” and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.***]

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “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 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. **[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 Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 **[INCREASE IF NECESSARY - OTHERWISE LEAVE AS IS AND DELETE THIS NOTE]** 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 [__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, 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. [__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 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:

<u>City</u>	<u>Consultant</u>
City of Coachella	[__INSERT NAME__]
1515 Sixth Street	[__INSERT ADDRESS__]
Coachella, CA 92236	[__INSERT ADDRESS__]
Attn: [INSERT NAME]	Attn: [__INSERT NAME__]

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

[INSERT CONSULTANT'S NAME]

By: _____
City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

By: _____
City Clerk

Approved as to Form:

****Approved Form****

Best Best & Krieger LLP

City Attorney

EXHIBIT “A”
SCOPE OF SERVICES
[INSERT SCOPE]

EXHIBIT “B”
SCHEDULE OF SERVICES
[INSERT SCHEDULE]

EXHIBIT "C"
FEEES
[INSERT RATES]