

**DRAFT  
CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL PLANNING CONSULTANT SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 14th day of April, 2022, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, California 92236, County of Riverside, State of California ("City") and City of Coachella a Raimi and Associates with its principal place of business at 1900 Addison Street, Suite 200, Berkeley, CA 94704 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

City desires to engage Consultant to render such professional services for Zoning Consistency Update ("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 planning consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). 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 April 14, 2022 to January 30, 2023, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Compensation.**

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at an amount not to exceed one hundred forty nine thousand eight hundred and fifty one dollars (\$149, 851.00), based upon the hourly rates and list of authorized expenses set forth in the at the rates set forth in

Exhibit "B" attached hereto and incorporated herein by reference.

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

The Consultant shall invoice the City on a monthly basis for the time expended and reimbursable expenses incurred in performance of the services under this Agreement. Each such monthly invoice of the Consultant shall set forth a detailed narrative description of the services performed (including, without limitation, the specific tasks within the scope of services that the work performed relates to), the names of the individual personnel who performed the services, the amount of time expended for such services, the hourly rates for such services, the specific date (day, month and year) the services were performed, and the amount and nature of the expenses incurred by the Consultant tasks. The invoice of the Consultant shall be accompanied by copies of all third party invoices of expenses for which Consultant is seeking reimbursement.

The Consultant shall be paid the amounts specified in each monthly invoice within 30 days of receipt by the City of Coachella, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, provided further that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

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

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

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

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of

Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

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

- Matt Raimi, AICP, Founding Principal, CEO
- Simran Malhotra, AICP, AAIA, Principal, Vice-President
- Mellissa Stark, AICP, Senior Planner
- Troy Reinhalter, Associate
- Allesandra Lundin, Senior Planner
- Lilly Nie, Planning/Designer

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

3.3.6 Consultant's Representative. Consultant hereby designates Matt Raimi, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's

Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her 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.

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

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

3.3.9 Period of Performance.

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

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

pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

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

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

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with

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

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

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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



### 3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

### **3.5 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof,

at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

### **3.6 Indemnification.**

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

### **3.7 General Provisions.**

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

from the date of final payment under this Agreement.

### 3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant:	Raimi and Associates 1900 Addison Street, #200 Berkeley, CA 94704 ATTN: Matt Raimi
City:	City of Coachella 1515 6 <sup>th</sup> Street Coachella, CA 92236 ATTN: Gabriel Perez, Development Services Director

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

### 3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

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

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

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

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

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

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

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

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

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

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic

Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:



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

[See Next Page]

# Scope of Services

The Scope of Services is based on the R+A Team's understanding of the City's expectations, existing conditions, current law (as of January 1, 2022) and best practices, and our experience with similar projects. R+A will revise the Scope of Services and associated budget as necessary to meet the City's needs or changes in project objectives.

## Task 1: Project Management

### Task 1.1: Project Kick Off Meeting

R+A and Rincon will attend a virtual kick-off meeting that includes discussions with City Staff including city objectives for the project, identified issues to date, and other topics. This meeting will establish protocols for ongoing communications and refinements to the project schedule.

### Task 1.2: Monthly Conference Calls

R+A will hold monthly conference calls with the City (and Rincon, as necessary) during the project to discuss project coordination, progress of deliverables, review of documents, planning for workshops/meetings, and content topics. Six total meetings are scoped.

### Task 1.3: Teleconference Work Sessions

In addition to the kick-off meeting and monthly coordination calls, R+A will conduct up to four work sessions (up to 2 hours long each) with Coachella City Staff via video conferencing during the project. For each work session, R+A will create an agenda.

### Task 1.4: Project Management and Coordination

This task covers on-going project management and coordination, including invoicing, maintaining project workplans, and informal communications with City staff.

#### *Deliverables:*

- *Meeting agendas and action notes*

## Task 2: Background Research and Review

### Task 2.1: Document Review

Prior to beginning code work, R+A will conduct background research, review, and analysis. This task will include review and analysis of the 2035 General Plan Zoning Consistency Memo, the Pueblo Viejo Implementation Strategy Plan, and the City's existing Zoning Code.

#### *Deliverables:*

- *No deliverables*

## Task 3: Framework Recommendations and Mapping Updates

### Task 3.1: Recommendations and Framework Memo

**Recommendations Memo.** Based on the analysis from Task 2.1 Document Review, R+A will outline the creation of new zoning districts, recommended modifications to any identified Zoning Code Sections, Zoning Map, and General Plan Map. This approach will be summarized in a memo to the City.

**Work Session #1 with City Staff.** R+A will facilitate a work session with City Staff to discuss the recommendations memo and map updates. This work session will address new districts, inconsistencies, and other recommendations to the code update.

**Framework and Outline.** Based on feedback from City staff on the Recommendations memo and work session, R+A will prepare a high-level framework outline with development standards for the proposed new zoning districts, identifying code sections that are to be maintained, amended, or discarded and where new sections are needed.

**Memo of Additional Findings.** R+A will prepare a memo summarizing any additional findings from our analysis in this task that go beyond the Zoning Section Update scope of work. This may include new requirements under State law, among other things, for the City of Coachella to address separately.

### Task 3.2 Mapping Updates

**Work Session #2 with City Staff.** R+A will conduct a work session with City Staff to discuss code section framework and outline, updates to the zoning map, and “clean-up” General Plan map edits.

**Zoning Map Updates.** Building off the direction set forth in Task 3.1 and work session #2, R+A will update the zoning map using ArcGIS or QGIS. The City will provide R+A with updated parcel-based ArcGIS Shapefiles. R+A will prepare three versions of the Zoning Map:

- **Admin Draft Map.** The first iteration of the Zoning map update will be completed based on the direction from work session #2.
- **Public Draft Map.** This map will incorporate any feedback from the City in work session #3 and will be presented to decision makers, as noted in Task 5.
- **Final Draft Map.** The final map will address any feedback from decision makers, and final edits from city staff.

**General Plan Map Updates.** R+A will update the General Plan map to be consistent with the zoning code districts set forth in the zoning code section update, using ArcGIS or QGIS based on the approach outlined in work session #2. R+A will prepare three versions of this map:

- **Admin Draft Map.** The first iteration of the General Plan land use map update will be completed based on the direction from work session #2.
- **Public Draft Map.** This map will incorporate any feedback from the City in work session #3 and will be presented to decision makers, as noted in Task 5.
- **Final Draft Map.** The final map will address any feedback from decision makers, and final edits from city staff.

The mapping update task assumes a maximum number of hours to implement the necessary map changes. Should the task exceed the scoped hours due to increased level of detail or unanticipated data issues, R+A will work with City Staff to rescope the task or transfer additional mapping responsibilities. R+A will package final digital files for delivery to the City of Coachella at the completion of the project.

**Work Session #3 with City Staff.** R+A will conduct a work session with City Staff to discuss the Admin Draft Zoning Map update and Admin Draft General Plan land use map update. No major changes to the maps are expected after this point in the process.

**Deliverables:**

- *Draft and Final Recommendations Memo*
- *Zoning Code update sections outline*
- *Draft and Final Memo of Additional Findings*
- *Admin Draft, Public Draft, and Final Zoning Map*
- *Admin Draft, Public Draft, and Final General Plan Map*
- *Packaged digital Zoning Map files*
- *Packaged digital General Plan Map files*

## **Task 4: Draft Code Sections**

### **Task 4.1: Admin Draft Zoning Code Section Update**

**Prepare Code Section Updates.** Based on the direction received from City Staff on the outline, recommendations memo, and General Plan Zoning Consistency memo, R+A will prepare an administrative draft of the zoning code sections for City staff review. For each of the new zones, we will provide use tables, development standards and other regulations, as needed. The draft will also include text and graphics depicting standards for site and building design.

**Work Session #4 with City Staff.** R+A will conduct a work session with City Staff to discuss and review edits to the admin draft code sections.

### **Task 4.2: 2<sup>nd</sup> Admin Draft Zoning Code Section Update**

After City Staff reviews the Admin Draft and after receipt of consolidated, non-conflicted comments, R+A will make changes and produce the 2<sup>nd</sup> Admin Draft. No major changes are expected after this point in the process.

### **Task 4.3: Public Hearing Draft Zoning Code Section Update**

Based on Staff comments to the 2<sup>nd</sup> Admin Draft, R+A will prepare a Public Hearing Draft of the document to be used in both the City Council and Planning Commission hearings.

### **Task 4.4: Environmental Review**

As noted in the Approach section of this proposal, Rincon estimates that this project will meet California Environmental Quality Act (CEQA) compliance through a Finding of Consistency (FOC) Checklist with the 2035 General Plan EIR. In this task, Rincon will assess and confirm this approach pursuant to CEQA

Guidelines Section 15183 with a memo to City Staff outlining the proposed environmental review approach that is anticipated to consist of the FOC Checklist.

**Finding of Consistency Checklist (FOC).** Based on initial review of available documents, Rincon anticipates that the FOC checklist will support a determination that the project's impacts would not be peculiar to the parcel or to the project, have been addressed as significant in prior programmatic CEQA documents, or can be substantially mitigated by the imposition of uniformly applied development policies or standards. In that event, the project would not require further environmental review pursuant to CEQA Guidelines Section 15183(c). To the maximum extent feasible, existing technical studies and information from the prior General Plan CEQA documentation will be used and, where appropriate, impacts will be quantified and compared to quantitative significance thresholds and/or the conclusions of the prior documents. For issue areas we will demonstrate that the project's impacts would be consistent with those studied in the prior documents through direct comparison of the proposed project with General Plan buildout assumptions modeled and discussed in previous analysis. In this task, Rincon will prepare a draft and final FOC to be reviewed and discussed with City Staff. Note that a FOC does not require public review.

*If the analysis in Task 4.4 determines that one or more of the conditions for a Section 15183 Checklist may not be met for a particular impact category, Rincon can prepare an Addendum in accordance with Section 15164 of the CEQA Guidelines. See Optional Task A at the end of this section.*

#### **Task 4.5: Final Zoning Code Sections**

Based on City Council action and final text changes provided by City staff, R+A will prepare the Final Zoning Code and map modifications. The document will be provided in PDF and MS Word format. R+A will prepare final map materials and deliver as electronic ArcGIS files.

#### **Deliverables:**

- Admin Draft Code sections
- Second Admin Draft Code sections
- Hearing Draft Code sections
- Draft and Final Findings of Consistency Checklist
- Final Zoning Code sections

## **Task 5: Hearings and Adoption**

### **Task 5.1 Planning Commission Hearing**

R+A will attend, prepare materials for, and make a formal presentation at one Planning Commission hearing (virtual) on the Zoning Code and map modifications. City staff will prepare the staff report. Comments received at the PC hearing will be included in the staff report to the City Council.

### **Task 5.2 City Council Hearing**

R+A will attend, prepare materials for, and make a formal presentation at one City Council hearing (virtual) on the Zoning Code and map modifications. City staff will prepare the staff report. Final



direction received by the City Council will be provided to R+A by the City. R+A will prepare the Final Code sections as noted in Task 4.4.

**Deliverables:**

- *Planning Commission Hearing (1) – presentation*
- *City Council Hearing (1) – presentation*

**Optional Task A:**

**Additional Environmental Review (General Plan EIR Addendum).**

If the analysis in Task 4.4 determines that one or more of the conditions for a Section 15183 Checklist may not be met for a particular impact category, Rincon can prepare an Addendum in accordance with Section 15164 of the *CEQA Guidelines*. Section 15164 states that a lead agency may prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a Subsequent EIR have occurred. Therefore, this scope of work assumes that the project would not result in new or substantially increased significant impacts and that, pursuant to *CEQA Guidelines* Section 15164, an EIR Addendum would be the appropriate level of supplemental CEQA review for the project if the conditions of the Section 15183 Checklist cannot be met for all environmental issue areas. Our work program for the Addendum will include the tasks described below.

**Draft EIR Addendum.** If necessary, Rincon will prepare a Draft EIR Addendum pursuant to the requirements set forth in Section 15164 of the *CEQA Guidelines*. The Checklist prepared in the section above will be an appendix to the Addendum to the General Plan EIR that demonstrates the project would not result in any changes/additions that necessitate a Subsequent EIR. The Draft EIR Addendum will include the following content:

- **Introduction.** The EIR Addendum will include introductory information, including a brief description of the project history and an explanation of the relationship of this document to previous analysis, including the Section 15183 Checklist as described in Tasks 2 through 3, as well as a description of the required contents and applicability of preparing an Addendum, and
- **Environmental impact evaluation.** The EIR Addendum will evaluate whether the proposed project, specifically increased development that would be permitted under the zoning updates, would have different environmental impacts or a different degree of impact than those presented in the existing certified General Plan EIR. The impact evaluation will address all issue areas determined to not meet the significance criteria of *CEQA Guidelines* Section 15183. Issue areas will be analyzed at a level of detail similar to a CEQA Initial Study checklist and compared to the General Plan EIR to determine the level of impact. Although this approach is more detailed than a typical Addendum it will provide a more conservative and thorough analysis of the zoning updates to conclude that there will be no new impacts or increased level of impacts.

Consistent with the existing certified EIR, the impacts analysis will be at a program level. Rincon's scope of work does not include any site visits, field surveys or measurements, or project-level modeling.

The Draft EIR Addendum will be in the format of a stand-alone report. Rincon will submit an electronic copy of the Draft EIR Addendum in Microsoft Word and PDF formats for City review and comment.

**Final EIR Addendum.** Rincon will address City comments on the Draft EIR Addendum and prepare the Final EIR Addendum. We assume the City of Coachella will handle noticing regarding the project and that, consistent with the CEQA *Guidelines*, the document will not be specifically and separately circulated for public comment.

### *Scope of Work Assumptions*

- All meetings will be held virtually.
- The scope of work assumes any community engagement will be handled by the City of Coachella, including briefings with decision makers.
- The scope of work assumes any notification to property owners based on zoning code or general plan land use changes will be handled by the City of Coachella.
- The City of Coachella will provide R+A with an editable version (Word document) of the City's Zoning Code and Pueblo Viejo Implementation Strategy Plan.
- Amendments to the General Plan text are not included in this scope of work or budget.
- The City will provide R+A with updated parcel-based ArcGIS Shapefiles which will serve as the basis for the mapping updates.
- All tasks are budgeted with an allowance for number of hours which assume level of effort that is consistent with industry best practices and standards.
- The City will provide comments on draft document electronically in Word. This will include one set of non-conflicting comments that provide clear direction for the consultant team.

## EXHIBIT "B" COMPENSATION

### Zoning Consistency Update Cost Proposal

City of Coachella Zoning Code Update Cost Proposal	Raimi + Associates				Rincon				Labor Cost Per Task
	Principal	Associate	Senior Planner	Planner	Principal/ Director I	Senior Prof I	Prof IV	Clerical/ Admin	
<b>Hours per Task</b>									
<b>Task 1: Project Management</b>									
Task 1.1: Project Kick-Off Meeting	2	4	6		1	2		2	3,144
Task 1.2: Monthly Conference Calls (6)	6		6		2	2			3,474
Task 1.3: Work sessions (up to 4)	8	10	10	4	2	2			7,154
Task 1.4: Project Management & Coordination	6		12		4	8			6,236
<b>Subtotal Task 1</b>	22	14	34	4	9	14	-	2	<b>20,008</b>
<b>Task 2: Initial Review &amp; Analysis</b>									
Task 2.1 Document Review	2	16	16	8	2	6			9,202
<b>Subtotal Task 2</b>	2	16	16	8	2	6	-	-	<b>9,202</b>
<b>Task 3: Framework Recommendations and Mapping Updates</b>									
Task 3.1: Recommendations and Framework Memo	12	20	40	4					14,200
Task 3.2 Mapping Updates	2	8	28	22					10,080
<b>Subtotal Task 3</b>	14	28	68	26	-	-	-	-	<b>24,280</b>
<b>Task 4: Draft Code Sections</b>									
Task 4.1: Admin Draft Zoning Code Section Update	16	32	80	26					27,580
Task 4.2: 2 <sup>nd</sup> Admin Draft Zoning Code Section Update	4	8	20	16					8,320
Task 4.3: Public Hearing Draft Zoning Code Section Update	2	4	12	2					3,600
Task 4.4: Environmental Review (FOC - draft and final)	2	4	8		5	12	48	2	14,926
Task 4.5: Final Zoning Code Sections (allowance)	2	4	8	2					2,920
<b>Subtotal Task 4</b>	26	52	128	46	5	12	48	2	<b>57,346</b>
<b>Task 5: Hearings and Adoption</b>									
Task 5.1: Planning Commission Hearing	8	8	8		6				6,560
Task 5.2: City Council Hearing	8	8	8		6				6,560
<b>Subtotal Task 5</b>	16	16	16	-	12	-	-	-	<b>13,120</b>
Total Hours	80	126	262	84	28	32	48	4	
Billing Rate	\$250	\$190	\$170	\$150	\$280	\$197	\$174	\$95	
Labor Cost	\$20,000	\$23,940	\$44,540	\$12,600	\$7,840	\$6,304	\$8,352	\$380	
<b>Total Firm Labor Cost</b>									<b>\$123,956</b>
<b>EXPENSES</b>									
Mileage and Travel Expenses									-
Project/Sub Management (7%)									1,601
Document Printing									-
Office Expenses (Phone, Fax, Copies, etc.)									3,012
<b>Total Expenses</b>									<b>4,613</b>
<b>TEAM TOTAL</b>									<b>\$128,569</b>
<b>5% CONTINGENCY</b>									<b>\$6,428</b>
<b>GRAND TOTAL</b>									<b>\$134,997</b>
<b>OPTIONAL TASK (IF NEEDED)</b>									
Task 4.4: Environmental Review (EIR Addendum - draft and final)	4	4	8		8	18	32	4	<b>\$14,854</b>