



# AGENDA

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

**February 23, 2022**  
6:00 PM Regular Meeting

Pursuant to Assembly Bill 361,  
along with the Governor’s State of Emergency Declaration issued on March 4, 2020,  
this meeting may be conducted via teleconference.

**This meeting’s options will be either in-person or via Zoom:**

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p><b>If you would like to attend the meeting via Zoom, here is the link:</b></p> <p><a href="https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09">https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</a>  Or One tap mobile : 16699006833,,88457271898#,,, *606140#  Or Telephone:  US: +1 669 900 6833  <b>Webinar ID: 884 5727 1898</b>  <b>Passcode: 606140</b></p> <p><b>Spanish:</b> El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**  
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.
  - **In Writing:**  
Written comments may be submitted to the City Council electronically via email to [cityclerk@coachella.org](mailto:cityclerk@coachella.org). Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

The **live stream** of the meeting may be **viewed online** by accessing the city's website at [www.coachella.org](http://www.coachella.org), and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

**CALL TO ORDER:**

**ROLL CALL:**

**VIRTUAL PUBLIC MEETINGS:**

1. Resolution No. 2022-20 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

**APPROVAL OF AGENDA:**

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

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:**

2. Regular Meeting Minutes of February 9, 2022, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

**PROCLAMATIONS/PRESENTATIONS:**

3. Congratulating Lee Espinoza for his Induction into the West Coast Boxing Hall of Fame
4. Presentation on Coronavirus (COVID-19) Response Efforts
5. Presentation of Possible Library Infrastructure Project Grant Application

**WRITTEN COMMUNICATIONS:**

**CONSENT CALENDAR:**

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

6. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of February 23, 2022, \$2,759,697.59.
7. Adopt Resolution No. 2022-16 approving a job title change from Code Enforcement Aide to Department Assistant II and approving the salary scale at Grade 3

8. Resolution No. 2022-21 adopting a notification of intent to comply with the SB 1383 regulations and seeking additional time to achieve compliance pursuant to SB 619 for organic waste reduction.
9. Approve execution of: 1) Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) issue Notice of Intent Not to Renew the Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.
10. Authorize execution of Amendment No. 1 Sublease Agreement between the City of Coachella, Coachella Valley Soccer League (CVSL) and Coachella Youth Sports Association Soccer(CYSAS).
11. Authorize the City Manager to execute a Professional Services Agreement with TKE Engineering, Inc. for Professional Engineering Consultant Services.

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

12. Resolution No. 2022-22, Setting the Cannabis Business Tax Rates and Implement a Cannabis Tax Abatement Program
13. Consideration to Appoint One Coachella Resident to fill One Planning Commission Vacancy
14. Authorize appropriation of \$25,000 for augmenting Coachella Library Programming and Collection.

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

None.

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

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

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

*Complete Agenda Packets are available for public inspection on the City's website [www.coachella.org](http://www.coachella.org).*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



**STAFF REPORT**  
**2/23/2022**

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

**FROM:** Dr. Gabriel Martin, City Manager  
Best Best & Krieger, LLP, City Attorney

**SUBJECT:** Resolution No. 2022-20 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

**STAFF RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2022-20 to continue fully or partially virtual public meetings.

**BACKGROUND:**

The Brown Act generally allows for teleconference or virtual meetings, provided that the physical locations of the council members joining by teleconference are posted on the agenda, that those locations are open to the public and that a quorum of the council members is located within the City. Newly enacted AB 361 provides an exception to these procedures in order to allow for fully virtual meetings during proclaimed emergencies, including the COVID-19 pandemic.

In March of 2020, Governor Newsom issued Executive Order N-29-20, which suspended portions of the Brown Act relating to teleconferencing, enabling fully virtual meetings without having to post the location of the council members attending virtually. Many cities and other public agencies have been holding public meeting using virtual platforms since this time. In June of 2021, Governor Newsom issued Executive Order N-08-21, which provided that the exceptions contained in EO N-29-20 would sunset on September 30, 2021.

On September 10, 2021, the Legislature adopted AB 361, which allows public agencies to hold fully virtual meetings under certain circumstances. Governor Newsom signed the bill into law on September 16, 2021. Because it contained an urgency provision, it took immediate effect. The Governor then suspended AB 361 until October 2, allowing a transition period from the prior Executive Order.

Under AB 361, cities can hold meetings without a public meeting space and without providing notice of the council members' teleconference locations if there is a Governor-proclaimed state of emergency and either state or local officials are imposing or recommending measures to promote social distancing or the City Council determines that meeting in person will be unsafe for attendees. If the virtual meeting is due to social distancing recommendations, the City Council does not have

to make any findings at its first meeting under AB 361. However, to continue meeting virtually, the City Council must find that state or local officials still at least recommend measure to promote social distancing. The findings must be made within 30 days of the first meeting and every thirty days thereafter.

**DISCUSSION/ANALYSIS:**

On March 4th, 2020, the Governor proclaimed a state of emergency due to the COVID-19 pandemic. The state of emergency remains in effect as of the publication of this report.

Virtual meetings are currently allowed under AB 361 because state and local officials are continuing to recommend measures to promote social distancing. In the case of the pandemic, the requisite standards for holding virtual meetings are low. The City Council would only have to find that any state or local official is recommending measures to promote social distancing. Under the plain language of the statute, there does not have to be an order requiring social distancing, and the recommendation only needs to come from a state or local official. Nothing in the bill requires that the recommendation be a formal recommendation of a local health officer or in any sort of formal guideline.

Under AB 361, the “local agency” – which the Brown Act defines as the City, not the City Council - may utilize virtual meetings if the “legislative body” makes the required findings. As defined in the Brown Act, a “legislative body” includes both the City Council and all committees and commissions. Because the City Council is the most appropriate board to make findings and policy decisions on behalf of the City, the proposed resolution contains a two-pronged approach: It provides that all commissions and committees shall be authorized to utilize virtual meeting procedures for 30 days, and authorizes each individual commission or committee to make findings in support of virtual meetings if the City Council has not renewed or terminated the resolution. Thus, the proposed resolution provides the City Council with the flexibility to allow its commissions and committees to host virtual meetings, while still maintain the City Council’s jurisdiction to require in-person meetings as warranted.

AB 361 allows the use of fully virtual meetings under the foregoing conditions, but it does not prohibit hybrid meetings. By adopting the proposed resolution, and continuing to renew it as conditions warrant, the City Council and any subordinate boards are not precluded from holding meetings that have some traditional components and some virtual or telephonic components. The City Council (and other City boards) may hold meetings where some members join in the Council Chambers and some members join virtually. The City Council may also continue to allow both live and virtual public comments, together with reduced capacity in the Chambers as conditions warrant. For any hybrid meetings, AB 361 requires that members of the public be able to make live public comments directly to the Council or other board using telephonic or electronic means and that the agenda identify the means for making public comments.

As noted above, by adopting the proposed Resolution, the City Council is not prohibited from returning to fully in-person meetings. The Resolution is intended to provide the option to utilize the AB 361 procedures in lieu of the Brown Act’s standard teleconferencing requirements. At future City Council meetings, a consent calendar item will be placed on each agenda to reconsider

and potentially renew the Resolution.

**FISCAL IMPACT:**

None.

**ATTACHMENT:**

Resolution No. 2022-20

**RESOLUTION NO. 2022-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS**

**WHEREAS**, the Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

**WHEREAS**, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, the City Council finds that the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act; and

**WHEREAS**, the City Council has reconsidered the circumstances of the state of emergency and finds that state or local officials continue to recommend measures to promote social distancing; and

**WHEREAS**, the City Council desires that the City of Coachella, including all commissions, committees, and other Brown Act bodies shall continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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

**Section 1.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2.** The City Council and all other commissions, committees or other Brown Act bodies of the City shall be authorized to continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3).

**Section 3.** This Resolution does not prevent or prohibit the City Council or any commission, committee or other Brown Act body of the City from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other Brown Act bodies shall comply with all rules established by the City Council and/or City Manager for attendance at meetings.

**Section 4.** The City Council shall take action to renew this Resolution every thirty days for as long as any state or local officials continue to recommend any measures to promote social

distancing, but the City Council may terminate the Resolution at any time. In the event that more than 30 days pass between regular City Council meetings, the City Council shall take action to renew this Resolution prior to taking any action or engaging in any deliberation or discussion in a virtual meeting; renewal of this Resolution may occur either at the beginning of the next regular meeting or at a special meeting called for such purposes. In the event this Resolution has lapsed, and the City Council has not terminated it, any commission, committee or other Brown Act board of the City shall be authorized to, and shall, make any required findings in order to meet virtually under AB 361.

**Section 5. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of February 2022.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022-20 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



# MINUTES

## CITY COUNCIL REGULAR MEETING OF THE CITY OF COACHELLA

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

**February 09, 2022**  
6:00 PM Regular Meeting

### CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:02 p.m. by Mayor Hernandez.

### ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez (*arrived 6:45 p.m.*), and Mayor Hernandez.

City Treasurer Aviles, and City Clerk Zepeda

Absent: None.

*It was noted for the record that Mayor Pro Tem Gonzalez would be arriving late to the meeting.*

**Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted via teleconference/electronically with no in-person access.**

### VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-09, a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Mayor Hernandez

Approved: 4-0, by a unanimous voice vote

**APPROVAL OF AGENDA:**

There were no modifications to the agenda.

Motion: To approve the agenda as **presented**.

Made by: Councilmember Beaman Jacinto  
Seconded by: Councilmember Delgado  
Approved: 4-0, by a unanimous voice vote

**PLEDGE OF ALLEGIANCE:**

City Attorney Campos led the Pledge of Allegiance.

**APPROVAL OF MINUTES:**

2. Regular Meeting Minutes of January 26, 2022, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
3. Special Meeting Minutes of a Coachella City Council Study Session held on January 31, 2022.

Motion: To approve the minutes as presented.

Made by: Councilmember Galarza  
Seconded by: Mayor Hernandez  
Approved: 3-0-1, voice vote with Councilmember Beaman Jacinto abstaining from Item 2;  
and  
4-0, unanimous voice vote on Item 3.

**PROCLAMATIONS/PRESENTATIONS:**

4. Presentation on Coronavirus (COVID-19) Response Efforts
5. Recognizing the Augustine Band of Cahuilla Indians on the Opening of their new Temalpakh Farm Market
6. Pueblo Viejo Transportation Hub Project Update

Written Communication: Lauren Skiver with SunLine Transit Agency 2/8/2022 12:07 PM

*Mayor Pro Tem Gonzalez arrived at 6:45 p.m. during the presentation.*

**WRITTEN COMMUNICATIONS:**

**CONSENT CALENDAR:**

7. Voucher Listing — EFT's/FY 2021-22 Expenditures as of February 9, 2022, \$1,997,161.52.

8. Ordinance 1192 Amending Chapter 8.44 of the City Municipal Code regarding Solid Waste Collection (*Second Reading*).
9. Resolution No. 2022-14 Approving a Job Title Change from Public Works Streets Maintenance Worker-Trainee I/II to Graffiti Maintenance Worker and approving a salary scale at Grade 5.
10. Resolution No. 2022-15 Approving the Funding of a Code Enforcement Officer
11. Resolution No. 2022-17 Approving the Creation and Funding for a Full-Time Senior Center Operator Position
12. Resolution No. 2022-18 Authorizing the City of Coachella to Enter Into a Memorandum of Understanding with the State of California Department of Justice Office of the Attorney General, Tobacco Grant Program
13. Approval of Vehicle Leases for FY 2021/22 with Enterprise Fleet Management Inc.
  - Approval of vehicle surplus listing and replacement for 2021/2022.
  - Authorize the City Manager to approve the Lease Rate Quotes from Enterprise Fleet Management, Inc. for:
    - Eight (8) Ford F-150 units
    - One (1) Ford Escape and
    - Two (2) Ford Explorers
  - Authorize FY 21/22 appropriation of \$76,643.28 for lease payments of 11 (eleven) new units.
14. Approve appropriation of \$45,000 for 2022 Coachella Mariachi Festival and authorize operation of a beer garden on Saturday, April 2, 2022, from 5pm-9pm at Veterans Memorial Park.
15. Award Maintenance Services Agreement to Vintage Associates, Inc. for Landscape Maintenance Services for Grapefruit Blvd Medians and Parkway Project No. 121421 and authorize appropriation for FY 21/22 of \$29,400.00.
16. Resolution 2022-19 Approving the Creation and Funding for a Full-Time Assistant Engineer (Utilities) Position and Eliminating the Position Approved by Resolution No. 2021-51

Motion: To approve per staff recommendation, Consent Calendar Items 7 through 16.

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Beaman Jacinto

Approved: 5-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

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

17. Approve Professional Services Agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2021-2022.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Gonzalez

Approved: 5-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

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

None.

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

None.

**REPORTS AND REQUESTS:**

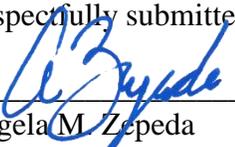
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:38 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, Librado “Lee” Espinoza was born in La Piedad, Michocan, Mexico; and

**WHEREAS**, at 19, he married June Moreno, who lived next door, and they raised three sons and a daughter; and

**WHEREAS**, while raising his family, Lee has dedicated most of his life to managing and training fighters battling for world titles; and

**WHEREAS**, the Coachella Valley Boxing Club had its humble beginnings in a cramped single room in Indio. It later moved to the former fire station next to Coachella City Hall in 1985, and then in 1996, moved to its current location at Bagdouma Park in Coachella; and

**WHEREAS**, Lee trains local youth in the art of boxing, while also teaching the character traits required to form the foundation of a successful career, such as discipline, determination, good health practices and mental focus. And, under Lee’s guidance, exceptional talent, such as Pancho Segura, Sandra Yard, Randy Caballero and four brothers – Joel, Jesus, Antonio and Julio Diaz – from Coachella, have been discovered; and

**WHEREAS**, in March 2005, Lee Espinoza was inducted into the California Boxing Hall of Fame; and

**WHEREAS**, following the Club’s second expansion project, on October 17, 2012, the City celebrated the renaming and unveiling of the Lee Espinoza Coachella Valley Boxing Club; and

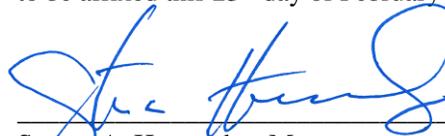
**WHEREAS**, in 2020, it was announced that Lee Espinoza was inducted into the West Coast Boxing Hall of Fame, with the event delayed due to the Coronavirus Pandemic until October 2021. The event honored him with the Cleto Reyes Boxing Glove Award and Plaque honoring years of dedicated service as a trainer and mentor along with his impact to the sport of boxing.

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

*Lee Espinoza*

For his induction into the West Coast Boxing Hall of Fame and further urge all citizen of the City of Coachella to join me in honoring him for his dedication to this community.

**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 23<sup>rd</sup> day of February 2022.



Steven A. Hernandez, Mayor  
City of Coachella, California

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112730	2/9/2022	54524	COACHELLA VALLEY HOUSIN	Ref000224125	2/3/2022	UB Refund Cst #00053764	97.20	97.20
112731	2/9/2022	54488	DESERT CONCEPTS	Ref000224120	2/3/2022	UB Refund Cst #00052214	169.44	169.44
112732	2/9/2022	54525	DR HORTON	Ref000224126	2/3/2022	UB Refund Cst #00053835	68.44	68.44
112733	2/9/2022	54526	DR HORTON	Ref000224127	2/3/2022	UB Refund Cst #00053889	68.15	68.15
112734	2/9/2022	54527	DR HORTON	Ref000224128	2/3/2022	UB Refund Cst #00053891	66.42	66.42
112735	2/9/2022	54519	GARCIA, JOSE LUIS	Ref000224115	2/3/2022	UB Refund Cst #00039194	12.52	12.52
112736	2/9/2022	54511	GILL, KIMBERLY	Ref000224117	2/3/2022	UB Refund Cst #00051364	62.18	62.18
112737	2/9/2022	54520	LUXTOR LIMITED	Ref000224116	2/3/2022	UB Refund Cst #00051255	534.25	534.25
112738	2/9/2022	54523	PIZANO, MARIBEL	Ref000224121	2/3/2022	UB Refund Cst #00052418	72.12	72.12
112739	2/9/2022	54521	PLATA, OLGA	Ref000224118	2/3/2022	UB Refund Cst #00051983	73.19	73.19
112740	2/9/2022	54473	PULTE GROUP INC	Ref000224123	2/3/2022	UB Refund Cst #00052669	94.74	94.74
112741	2/9/2022	54490	PULTE GROUP INC	Ref000224122	2/3/2022	UB Refund Cst #00052507	80.53	80.53
112742	2/9/2022	54475	PULTE HOMES	Ref000224124	2/3/2022	UB Refund Cst #00053637	21.42	21.42
112743	2/9/2022	54522	RODRIGUEZ, JESE	Ref000224119	2/3/2022	UB Refund Cst #00052148	84.35	84.35

Sub total for WELLS FARGO BANK: 1,504.95

14 checks in this report.

Grand Total All Checks: 1,504.95

X X X X X X X X X X X X X

Date: February 9, 2022

  
\_\_\_\_\_  
Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -1

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
557	2/9/2022	49486	BRC CONSTRUCTION	20221201	1/11/2022	INSTLL'D LIGHT POLES @ DIS	6,250.00	
				20221202	1/11/2022	INSTLL'D BOLLARDS @ DIST	1,256.00	7,506.00
558	2/9/2022	53799	ENTERPRISE FM TRUST	FBN4358203	12/3/2021	DEC2021 LEASE CHRGS ('20/	10,890.85	10,890.85
559	2/9/2022	51892	HERC RENTALS, INC.	32556502-004	12/27/2021	12/9-10 LIGHT TOWER RNTLS	542.30	
				32557514-001	12/13/2021	12/9-13 TRAILER TILT RNTL	222.41	
				32557514-002	12/13/2021	12/9-13 TRAILER TILT RNTL	222.41	
				32557706-002	12/21/2021	12/9-20 SOD CUTTER RNTL	600.42	
				32557732-001	12/17/2021	12/9-10 CART LT DUTY RNTLS	732.05	
				32559030-002	12/27/2021	12/9-10 LIGHT TOWER RNTLS	542.30	
				32559049-002	12/27/2021	12/9-10 LIGHT TOWER RNTLS	650.76	
				32559177-003	12/27/2021	12/9-10 LIGHT TOWER RNTLS	433.84	
				32601090-001	1/6/2022	SAFETY HARNESS & LANYAR	291.13	4,237.62
560	2/9/2022	00996	HOME DEPOT	3012798	1/4/2022	27GAL TOTE	121.63	
				8163557	10/11/2021	4X8 ACX PLYWOOD, ETC	301.89	
				6013546	1/11/2022	GREASE GUN & XT CARTRID	53.21	476.73
561	2/9/2022	24600	LOPES HARDWARE	010315	1/7/2022	GARDEN SPRAYER, BATTERI	226.30	
				010113	11/19/2021	1/2" COPPER TUBING, BUCKE	489.39	
				010230	12/31/2021	GARDEN HOSE, ELECTRIC T	324.84	
				010252	1/5/2022	SHOVEL, PLIERS, BLADE, CU	248.85	1,289.38
562	2/9/2022	00101	MUNISERVICES/AVENU	INV06-013538	2/3/2022	CLEARVIEW/STARS 2021 SVC	300.00	300.00
563	2/9/2022	49479	POLYDYNE INC.	1609535	1/18/2022	CLARIFLOC WE-1238	3,883.19	3,883.19
564	2/9/2022	53552	QUENCH USA, INC.	INV03648605	12/23/2021	AC D347652, JAN2022 RNTL,	35.89	
				INV03656463	1/1/2022	AC D347648, JAN2022 RNTL,	35.89	
				INV03683383	1/1/2022	AC D347651, JAN2022 RNTL,	40.89	112.67
565	2/9/2022	32950	SAFETY-KLEEN SYSTEMS, IN	87865069	12/9/2021	12/7 SVC	280.46	280.46
566	2/9/2022	52924	SIEMENS MOBILITY, INC.	5610279201	12/13/2021	NOV2021 TRAFFIC SIGNAL M	1,812.80	
				5620038416	12/13/2021	NOV2021 TRAFFIC SIGNAL C.	356.65	2,169.45
567	2/9/2022	48436	UNIVAR SOLUTIONS USA INC.	49756747	1/4/2022	SODIUM BISULFITE	7,028.56	
				49702532	12/16/2021	SODIUM HYPOCHLORITE	6,114.47	13,143.03
568	2/9/2022	45925	USA SHADE & FABRIC STRUC	1328365	12/7/2021	INSTLL'D FABRIC RPLCMNT (	1,690.00	
				1328769	12/31/2021	SHADE STRUCTURE	2,485.13	4,175.13

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
569	2/9/2022	50629	VINTAGE ASSOCIATES, INC	222973	12/15/2021 DEC2021 LNDSCEPE MAINT @	10,750.00	
				222974	12/15/2021 DEC2021 LNDSCEPE MAINT @	4,950.00	
				222980	12/15/2021 DEC2021 LNDSCEPE MAINT @	4,100.00	
				222984	12/15/2021 DEC2021 LNDSCEPE MAINT @	8,775.00	
				223102	12/15/2021 INSTLL'D TREE @ RLF PARK	1,400.00	
				223103	12/15/2021 INSTLL'D PLANTS @ 6TH ST	868.00	
				223203	12/31/2021 TURF RMVL/DSRTSCPE INST	10,000.00	40,843.00
570	2/9/2022	51697	WESTERN WATER WORKS SI	1403480-00	12/8/2021 3/4" METER BUSH W/ RUBBE	194.44	
				1403585-00	11/30/2021 MANHOLE HOOK	51.66	
				1403622-00	12/8/2021 SOIL PIPESNAP CUTTER, ETC	1,082.28	
				1403641-00	12/8/2021 SOFT COPPER TUBING 100F'	2,392.50	
				1403654-00	12/20/2021 WATERLINE REPLACEMENT	1,054.45	
				1403717-00	12/16/2021 RUBBER DROP-IN MTR GSKT	61.99	4,837.32
571	2/9/2022	53800	WILMINGTON TRUST N. A.	030122	2/5/2022 CFD 2018-1 SPEC TAX FD	138,623.95	138,623.95
<b>T FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							<b>232,768.78</b>

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112744	2/9/2022	48977	ADT COMMERCIAL	143028343	12/2/2021	JA-MA2022 ALARM/EXT SVC I	318.00	
				143028344	12/2/2021	JAN2022 ALARM/EXT SVC PR	1,091.89	
				143028345	12/2/2021	JAN2022 CELL/ESUITE/ALARI	67.58	
				143028346	12/2/2021	JAN2022 CELL/EXT SVC PRO	29.43	
				143404869	12/23/2021	ADDTNL EQUIP/LABOR CHRC	1,032.43	2,539.33
112745	2/9/2022	02137	AGGREGATE PRODUCTS, INC	51748	1/5/2022	ACCM-9.5MM (3/8") STATE CC	4,270.88	4,270.88
112746	2/9/2022	01436	AMERICAN FORENSIC NURSE	75484	1/17/2022	DEC2021 BLOOD DRAWS	306.10	
				75503	1/21/2022	JAN2022 BLOOD DRAWS	122.44	428.54
112747	2/9/2022	54517	BLACK KNIGHT TECHNOLOGI	10189721	11/30/2021	NV-DC2021 SITXPRO SBSCRI	250.00	
				10199363	1/20/2022	JA-FB2022 SITXPRO SBSCRF	250.00	500.00
112748	2/9/2022	54518	BONE, TERRI L.	Refund	1/27/2022	FEE REFUND- LIBRARY CONI	118.00	118.00
112749	2/9/2022	43862	BRENNTAG PACIFIC, INC	BPI208532	1/5/2022	CHEMCHLOR SODIUM HYPO	2,409.41	
				BPI208533	1/5/2022	CHEMCHLOR SODIUM HYPO	2,409.41	
				BPI335389	12/14/2021	12/14 DRUM RETURN	-1,200.00	3,618.82
112750	2/9/2022	44494	BURRTEC WASTE & RECYCLIBD	12/31/21	12/31/2021	DEC2021 SWEEPER BOXES,	3,181.01	3,181.01
112751	2/9/2022	44494	BURRTEC WASTE & RECYCLIBD	1/1/22	1/1/2022	AC 44-BS 405340, 85075 AVE	45.43	45.43
112752	2/9/2022	42506	BURRTEC WASTE INDUSTRIESS1-2022		2/2/2022	SS1 FY21/22 REFUSE COLLE	1,297,450.20	1,297,450.20
112753	2/9/2022	43634	CACEO	300015889	11/1/2021	2022 MBRSHP DUES: J. NAVA	95.00	95.00
112754	2/9/2022	02226	CITY OF COACHELLA	FY 21/22	2/7/2022	FY 21/22 JPA WTS DISTRIBU	385,000.00	385,000.00
112755	2/9/2022	08330	CITY OF INDIO	FY 21/22	2/7/2022	FY 21/22 JPA WTS DISTRIBU	350,000.00	350,000.00
112756	2/9/2022	44725	CLEANSTREET	101795CS	12/17/2021	12/10 SPECIAL SWEEP SVCS	643.65	
				102009CS	12/29/2021	12/16 SPECIAL SWEEP SVCS	169.05	812.70
112757	2/9/2022	53220	COACHELLA ACE HARDWARE	2642/1	10/20/2021	CARWAX EXPRESS SHINE	9.35	
				2870/1	11/30/2021	PIPE SCH40 END, PRIMER PV	37.15	
				2901/1	12/6/2021	GLOVES	8.69	
				2927/1	12/8/2021	HP LED FLASHLIGHT, LED HE	131.54	
				2933/1	12/9/2021	TIE DOWN W/ RTCH, ETC	157.61	
				2973/1	12/16/2021	GARBAGE CAN, KNEE PADS,	312.50	
				3004/1	12/22/2021	BIT DRILL ROTARY & MISC F/	7.10	
				3031/1	1/3/2022	HASP SWVL STPL & WTHPRF	27.16	
				3076/1	1/11/2022	CM HEX KEY ST & MISC FAST	29.95	721.05
112758	2/9/2022	44959	COMPUTER CONSULTANTS, I	34124	2/5/2022	JAN-FEB2022 SVC CALLS	5,864.18	5,864.18

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112759	2/9/2022	52375	CORE & MAIN LP	Q016822	11/30/2021	1X3 REP CLP FULL CIRCLE, S	589.40
				Q044493	12/3/2021	THK RUBBER MTR WASHERS	134.85
				Q111345	12/16/2021	HEX BOLT & NUT KIT W/ TRIF	265.01
				Q220244	1/14/2022	INSTA-TITE IPS CPLG, 36" HC	2,780.08
112760	2/9/2022	00214	CORONET CONCRETE PROD	1147574	11/23/2021	6.0 SACK EQ 60/40 FA, ETC	439.69
				1148086	12/6/2021	6.0 SACK EQ 60/40 FA, ETC	564.38
112761	2/9/2022	49858	CV PIPELINE CORP.	S2745	12/7/2021	12/1 HYDRO-WASH & VIDEO I	1,150.00
				S2749	12/7/2021	12/2 HYDRO-WASH & VIDEO I	1,020.00
				S2754	12/10/2021	12/9 VIDEO PIPE INSPECTION	600.00
112762	2/9/2022	48603	CV STRATEGIES	6506	12/10/2021	NOV2021 STRATEGIC COMM	2,465.35
112763	2/9/2022	09950	CVWD	Deposit	1/26/2022	PJCT ID SW0090- HYDRAULIC	5,000.00
112764	2/9/2022	49859	DEAZTLAN CONSULTING, LLC	2021-11	12/10/2021	GREASE TRAP POSTER SVC:	1,525.00
112765	2/9/2022	53389	DESERT CONCEPTS CONST	F20660	7/31/2021	7/31 EMRGNCY WTR LINE RF	9,250.00
				20661	7/9/2021	7/9 EMRGNCY WTR LINE RPF	11,900.00
				20921	11/3/2021	8/26 EMRGNCY WTR LINE RF	6,600.00
				20922	11/3/2021	9/1 EMRGNCY WTR LINE RPF	26,642.50
				20961	11/17/2021	11/16 EMRGNCY WTR LINE R	11,725.00
				19694	7/8/2020	6/30 EMRGNCY RPR @ CORF	1,600.00
112766	2/9/2022	01089	DESERT ELECTRIC SUPPLY	S2919729.001	11/22/2021	36IN NY BLK CBL TIE	68.19
				S2920252.001	11/23/2021	SAT S29877 4.5W B11 LED	191.63
				S2920365.001	11/23/2021	EIKO LED 54W LMP	722.91
112767	2/9/2022	49776	DESERT SEWER SUPPLY, INC	23206	12/6/2021	MANHOLE RISERS & 6" GRAE	112.01
112768	2/9/2022	14860	E. K. WOOD LUMBER COMPAN	501051	12/15/2021	80G SHRINK WRAP BLK, GOF	161.32
				501073	12/15/2021	RAID ROACH KILLER	18.30
				501132	12/20/2021	ONE-SIDED KEY	3.88
112769	2/9/2022	50593	EAN SERVICES, LLC	950047101695	12/31/2021	12/9-11 RNTL, #54N6MH: M. M	157.67
				950047101711	12/31/2021	12/9-11 RNTL, #54N4DH: V. OI	159.01
				950047101721	12/31/2021	12/9-11 RNTL, #54N6NL: A. AL	157.67
				950047101736	12/31/2021	12/9-11 RNTL, #54NB5X: M. W	157.67
112770	2/9/2022	52568	EGAN CIVIL, INC.	21362	2/1/2022	PE1/31 PUEBLO VIEJO TRAN:	2,362.50
112771	2/9/2022	54515	ENCORE COMMERCIAL PROJ	124551	12/31/2021	PADLOCK REMOVABLE BOLL	2,154.36
112772	2/9/2022	15300	ENTENMANN-ROVIN CO	0172049	1/3/2022	COACHELLA DOME BADGE, E	113.67
112773	2/9/2022	48149	ET WATER SYSTEMS, INC	39439	12/20/2021	JUL2020-23 IRRGTN CNTRL F	717.00
112774	2/9/2022	50162	FASTENAL COMPANY	CAPAM80031	12/15/2021	500L ALUM FLSHLGT	106.87
112775	2/9/2022	15750	FEDEX	7-651-04614	2/4/2022	JAN2022 FEDEX SVCS	24.41

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112776	2/9/2022	44088	FERGUSON ENTERPRISES, I10839055	12/8/2021	1/2X20FT PVC S80 PE PIPE	111.69	111.69
112777	2/9/2022	54132	FLAT BLACK ART SUPPLY INCIN00480	1/17/2022	FINAL- VIETNAM VETERANS	7,000.00	7,000.00
112778	2/9/2022	51604	FRONTIER 3982369-JA22	1/25/2022	760/398-2369, 1/25/22	61.33	61.33
112779	2/9/2022	43672	FULTON DISTRIBUTING COMF555090	12/6/2021	NITRILE GLOVES & WIPES	275.95	
			557971	1/5/2022	S/O SQUEEGEE	58.26	334.21
112780	2/9/2022	54528	GONZALEZ, GLORIA Turf Rbt	12/16/2021	TURF REMOVAL REBATE- PR	3,900.00	3,900.00
112781	2/9/2022	20150	HYDRO AG SYSTEMS 265408	12/10/2021	WELD-ON PT SOLVENT, ETC	36.06	
			264657	11/1/2021	PVC TEE & COUPLING	2.59	38.65
112782	2/9/2022	45108	IMPERIAL SPRINKLER SUPPL4904096-00	11/16/2021	WHITE MARKING PAINT, ETC	142.56	
			4928919-00	12/8/2021	GEL KNEE PAD	32.61	
			4931234-00	12/10/2021	SEEDBARE TOP FLIGHT PER	1,041.88	
			4931827-00	12/10/2021	PIPESW 1" SCH40 PVC PIPE,	46.64	
			4933545-00	12/14/2021	FERTYARA CALCIUM NITRAT	2,185.13	
			4935821-00	12/14/2021	SQUARE POINT SHOVEL	28.25	
			4936282-00	12/15/2021	3 PIECE YELLOW RAIN SUIT,	78.26	
			4938642-00	12/17/2021	SOILKELL TOPPER SOD PRE	95.09	
			4944476-00	12/23/2021	FERT BEST EVERGREEN	353.80	
			4944690-00	12/23/2021	RAINBIRD 8-STATION MOD	101.80	
			4946008-00	12/27/2021	SEEDBARE TOP FLIGHT PER	291.24	
			4952760-00	1/6/2022	RAINBIRD 4" POP-UP BODY, I	46.58	
			4952785-00	1/6/2022	RAINBIRD ROTOR POP-UP	645.98	5,089.82
112783	2/9/2022	53801	INFOSEND, INC. 206271	1/31/2022	JAN2022 UTILITY BILLING SV	2,369.21	2,369.21
112784	2/9/2022	43580	KEEP IT COOL WINDOW TINT5249	8/17/2021	WINDOW TINT @ 1515 6TH S	449.00	
			5349	12/16/2021	WINDOW TINT @ 1500 6TH S	1,449.00	1,898.00
112785	2/9/2022	53151	KLOB-FM 604827	12/26/2021	10/4-12/26 AD SPOT: AHSC G	3,060.00	3,060.00
112786	2/9/2022	44047	KONICA MINOLTA BUSINESS 9008338927	1/22/2022	BIZHUB 282, FIRE DEPT, 12/2	0.65	0.65
112787	2/9/2022	54123	LISA WISE CONSULTING, INC.4115	1/9/2022	DEC2021 HOUSING ELEMEN	5,860.00	5,860.00
112788	2/9/2022	50501	LIVESCAN MGMT GROUP, INC0111222COC	1/11/2022	SANDWICH BOARDS W/ PRIN	1,409.38	1,409.38
112789	2/9/2022	02162	LOWE'S COMPANIES, INC. 927136	1/13/2022	KOBALT 24IN ALUM PIPE, SW	490.85	490.85
112790	2/9/2022	54516	OPERATIONAL TECHNICAL SE1957	12/12/2021	WE 12/12: K. CHISM	7,798.90	
			2030	12/19/2021	WE 12/19: K. CHISM	4,852.88	
			2031	12/26/2021	WE 12/26: K. CHISM	1,308.82	
			2057	1/9/2022	WE 1/9: K. CHISM	4,133.60	18,094.20

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112791	2/9/2022	47192	O'REILLY AUTO PARTS	2855-396694	12/16/2021	FUEL FILTER	30.30	
				2855-396695	12/16/2021	FUEL/WTR SEP	43.12	
				2855-400682	12/31/2021	FILTER ASSM	411.78	
				2855-401850	1/5/2022	CERAMIC PAD	48.95	
				2855-401991	1/5/2022	SEMI-MET PAD	37.52	
				2855-402150	1/6/2022	GAS MAGNUM	135.55	
				2855-402294	1/6/2022	SHIFT TUBE	52.96	
				2855-402303	1/6/2022	BATTERY	95.19	
				2855-402192	1/6/2022	OIL FILTER	5.11	860.48
112792	2/9/2022	54529	ORTEGA, JUAN	Reimb	2/1/2022	REIMBURSEMENT FOR WOR	157.68	157.68
112793	2/9/2022	50595	PACIFIC LIGHTWAVE INC	20-0859	11/12/2021	JAN-MAR2022 BUSINESS INT	2,397.00	2,397.00
112794	2/9/2022	01736	PALM SPRINGS PUMP, INC.	21-4041	12/29/2021	12/7 SVC CALL @ WELL #19	250.00	250.00
112795	2/9/2022	53427	PASTION INDUSTRIES, INC.	036781	12/27/2021	JA-MA2022 FIRE ALARM/RAD	195.00	195.00
112796	2/9/2022	02028	PETE'S ROAD SERVICE, INC.	551847-00	12/20/2021	FLAT REPAIR	29.11	
				554066-00	1/4/2022	FLAT REPAIR	31.61	
				554710-00	1/6/2022	FLAT REPAIR	31.61	92.33
112797	2/9/2022	01395	PJ'S DESERT TROPHIES & GII	24157	9/1/2021	2X9 NAME PLATES	29.91	
				24425	12/1/2021	10X8 BLK MARBLE PLAQUES	340.97	
				24557	1/4/2022	CUSTOM HOMETOWN HERO	1,483.75	1,854.63
112798	2/9/2022	43199	PLUMBERS DEPOT INC	PD-49865	12/3/2021	NOZZLE EXT, GRIT CATCHEF	752.51	752.51
112799	2/9/2022	42759	PROPER SOLUTIONS, INC.	12860	1/28/2022	WE 1/28: S. CARLOS RAMIRE	504.00	504.00
112800	2/9/2022	52306	QUINN COMPANY	20039902	12/16/2021	11/2-12/7 STRAIGHT BOOM R	2,931.63	
				WOG00012273	1/14/2022	1/6 PM2 INSPECTION SVC @	1,746.06	
				WOG00012274	1/14/2022	1/6 PM2 INSPECTION SVC @	1,385.68	6,063.37
112801	2/9/2022	52470	R & R TOWING	55637	12/14/2021	12/14 TOWING: CESAR CHAV	298.00	
				56101	12/14/2021	12/14 TOWING: CESAR CHAV	298.00	
				56104	12/21/2021	12/21 TOWING: EVIDENCE TC	425.00	1,021.00
112802	2/9/2022	42547	RAP FOUNDATION/SNR INSP	SIA2022-002	11/18/2021	3/31 SENIOR INSPIRATION AV	3,000.00	3,000.00
112803	2/9/2022	54500	RELIABLE TRANSLATIONS	CC20929	1/19/2022	1/19 PLANNING COMM MTG I	539.00	
				21023	1/31/2022	1/31 CC MTG INTERP SVCS	147.00	
				21033	2/2/2022	2/2 PLANNING COMM MTG IN	490.00	1,176.00
112804	2/9/2022	53736	RG2 MANAGEMENT LLC	2919	2/1/2022	WE 1/30: K. MEDINA	1,080.00	1,080.00
112805	2/9/2022	01840	ROTO-ROOTER PLUMBERS	666968689	1/15/2022	RPLC'D MAINLINE SECTION,	3,500.00	3,500.00
112806	2/9/2022	48154	ROYAL INDUSTRIAL SOLUTIO	6441-1037481	11/9/2021	BAT ASSEMBLY, ETC	347.37	347.37
112807	2/9/2022	52991	S & D CAR WASH MANAGEM	EARB131496	12/31/2021	DEC2021 CAR WASH SERVIC	209.70	209.70

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112808	2/9/2022	44581	SIGNARAMA	INV-109164	10/13/2021	INSTLL'D LRG WELCOME SIG	10,775.00	10,775.00
112809	2/9/2022	46733	SIMPLOT TURF & HORTICULT	208130671	12/15/2021	NITREX	2,413.60	2,413.60
112810	2/9/2022	48602	SOMERS, MARIEL	016	12/28/2021	JN-JL+DC2021 INTERP/TRNS	496.68	496.68
112811	2/9/2022	36300	SWRCB FEES	WD-0196866	7/1/2021	#7A330104012, FY21/22 NPDE	16,497.00	16,497.00
112812	2/9/2022	37600	THE DESERT SUN PUBLISHIN	0004179879	10/31/2021	OCT2021 PUBLISHED ADS	1,977.80	1,977.80
112813	2/9/2022	53897	THE GATE GUY	INV1009	12/22/2021	12/7+9 TRBLSHT/INSTLL'D BL	488.40	488.40
112814	2/9/2022	38250	TOPS N BARRICADES	1091350	12/8/2021	JKT BOMBER LIME, JKT RACI	174.85	
				1091420	12/13/2021	12/10 HOLIDAY PARADE ROU	2,000.00	
				1091496	12/15/2021	48" RAIN COATS	265.57	
				1091421	12/13/2021	11/26-12/10 CHNGBLE MSG S	7,740.00	
				1091470	12/15/2021	12/9-13 BARRICADE RNTLS	4,800.00	
				1091491	12/15/2021	JKT BOMBER LIME	53.16	
				1091461	12/14/2021	12/8-13 BARRICADE RNTLS	950.00	15,983.58
112815	2/9/2022	38800	UNDERGROUND SERVICE AL	dsb20205807	12/1/2021	CA STATE FEE FOR REGULA	55.23	
				1120210109	12/1/2021	NOV2021- 49 NEW TICKETS+	89.20	144.43
112816	2/9/2022	43751	USA BLUEBOOK	807637	12/1/2021	DRUM PUMP KIT	1,246.19	
				808752	12/2/2021	ROOTS EQUIVALENT SYNTHI	61.75	
				838672	1/6/2022	CHERNE TEST BALL PLUG, 1	1,187.61	
				839856	1/7/2022	ACETATE BUFFER SOLUTION	504.91	
				839857	1/7/2022	KEY CABINET	116.48	
				806030	11/30/2021	HACH FREE CHLORINE SWIF	1,718.03	4,834.97
112817	2/9/2022	39640	VALLEY LOCK & SAFE	172167	12/9/2021	RPR'D CYL LOCK @ VETERAI	120.00	120.00
112818	2/9/2022	44966	VERIZON WIRELESS	9897910510	1/22/2022	AC571164685-00001, 12/23-1/2	45.75	45.75
112819	2/9/2022	54530	VILLAS AT THE VINEYARDS	Refund	2/8/2022	REFUND- PUBLIC SAFETY CF	5,523.52	5,523.52
112820	2/9/2022	44775	VISTA PAINT CORPORATION	2021-034999-00	6/10/2021	GRID 2GAL & BRUSH	17.65	
				2021-293474-00	11/16/2021	COVERALL EXT FLAT WHITE,	323.68	341.33
112821	2/9/2022	53200	WEST CALI PLUMBING	001222	12/15/2021	INSTLL'D LAVATORY FAUCET	1,200.00	1,200.00
112822	2/9/2022	49778	WEST COAST ARBORIST, INC	1-7585	12/20/2021	12/17 TREE MAINT @ GRPFR	600.00	
				1-7586	12/20/2021	12/18 TREE MAINT @ SHADY	600.00	
				177893	9/27/2021	PE9/27 TREE MAINT @ LLMD	2,990.00	
				177890	9/20/2021	PE9/20 TREE MAINT @ LLMD	824.00	
				180536	12/15/2021	PE12/15 TREE MAINT @ PARI	1,196.00	
				181512	12/15/2021	PE12/15 TREE MAINT @ LLMI	3,286.00	9,496.00
112823	2/9/2022	48364	WEST COAST TURF	INV984702	12/23/2021	TIFWAY II OS	625.32	625.32

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**Sub total for WELLS FARGO BANK:** 2,290,427.91

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95 checks in this report.

Grand Total All Checks: 2,523,196.69

Date: February 9, 2022

  
Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
572	2/16/2022	45929	BECK OIL, INC.	50515CL	1/15/2022	PE1/15 SANITARY DEPT FUEL	642.17
				50474CL	1/15/2022	PE1/15 WATER DEPT FUEL	556.33
				50496CL	1/15/2022	PE1/15 VEHICLE MAINT DEPT	524.32
				50548CL	1/15/2022	PE1/15 PARKS DEPT FUEL	199.60
				50520CL	1/15/2022	PE1/15 BLDG MAINT DEPT FL	189.45
				50504CL	1/15/2022	PE1/15 STREETS DEPT FUEL	129.92
				50468CL	1/15/2022	PE1/15 ENG DEPT FUEL	67.98
				50521CL	1/15/2022	PE1/15 ADMIN DEPT FUEL	40.18
							2,349.95
573	2/16/2022	43462	BEST BEST & KRIEGER, LLP	925514	1/26/2022	PE12/31, #80237, GENERAL R	32,996.46
				925521	1/26/2022	PE12/31, #80237.00844, CHRC	6,008.35
				925522	1/26/2022	PE12/31, #80237.00810, LABO	3,463.60
				925531	1/26/2022	PE12/31, #80237.00873, SURF	3,439.80
				925525	1/26/2022	PE12/31, #80237.00820, ENVIF	1,502.20
				925529	1/26/2022	PE12/31, #80237.00869, AFFO	1,352.40
				925527	1/26/2022	PE12/31, #80237.00858, COA \	1,264.20
				925528	1/26/2022	PE12/31, #80237.00840, CANN	1,206.40
				925526	1/26/2022	PE12/31, #80237.00857, RENE	852.60
				925520	1/26/2022	PE12/31, #80237.00450, GLEN	849.10
				925524	1/27/2022	PE12/31, #80237.00819, CODE	814.30
				925532	1/26/2022	PE12/31, #80237.03004, AV50	796.57
				925530	1/26/2022	PE12/31, #80237.00872, SUCC	735.00
				925518	1/26/2022	PE12/31, #80237.00445, DESE	406.10
				925516	1/26/2022	PE12/31, #80237.00237, SPOT	352.80
				925519	1/26/2022	PE12/31, #80237.00447, ADV.	80.80
				925515	1/26/2022	PE12/31, #80237.00231, G. TH	65.20
				925523	1/26/2022	PE12/31, #80237.00851, GLEN	58.80
				925517	1/26/2022	PE12/31, #80237.00240, 52156	48.20
							56,292.88
574	2/16/2022	43672	DESERT VALLEY SERVICES INC	558122	1/6/2022	NITRILE GLOVES	102.23
							102.23
575	2/16/2022	53799	ENTERPRISE FM TRUST	FBN4382616	1/5/2022	JAN2022 LEASE CHRGS ('20/	10,890.85
							10,890.85
576	2/16/2022	00207	GRAINGER INC	9183982819	1/19/2022	DUMMY SECURITY CAMERA	567.67
				9180522550	1/17/2022	JAW COUPLING INSERT & HL	32.24
							599.91

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
577	2/16/2022	00996	HOME DEPOT	4173456	1/13/2022	40PK N95 NONVALVE RESPIR	1,273.68	
				6164995	1/11/2022	VAC FILTER, MAKITA 18V DRILL	673.18	
				4013845	1/13/2022	INT PAINT	594.21	
				4013811	1/13/2022	10PK N95 NONVALVE RESPIR	398.50	2,939.57
578	2/16/2022	24600	LOPES HARDWARE	010116	12/23/2021	PADLOCKS, GLOVES, SHOVE	830.49	830.49
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							74,005.88	

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112824	2/16/2022	54531	ACLU FOUNDATION OF SOUT	Dec 2021	12/13 PUBLIC SAFETY STUDY	7,889.00	7,889.00
112825	2/16/2022	00836	BIO-TOX LABORATORIES	42293	12/6+20 LAB SERVICES	1,664.00	
				42342	12/6 LAB SERVICES	236.00	
				42292	12/20 LAB SERVICE	141.00	2,041.00
112826	2/16/2022	54363	BORDIN SEMMER LLP	3000-0420M 5	PE12/31, CH2105-IBARRA, DC	3,102.29	
				3000-0440M 5	PE12/31, CH2110-RODRIGUEZ	221.85	3,324.14
112827	2/16/2022	52723	BRIGHT EVENT RENTALS, LLC	624303	12/10 XMAS PARADE RNTLS	2,483.95	
				624304	12/10 XMAS PARADE RNTLS	2,445.19	
				622067	12/1 TREE LIGHTING RNTLS	2,226.20	
				622068	12/1 TREE LIGHTING RNTLS	1,952.15	9,107.49
112828	2/16/2022	53423	CBE OFFICE SOLUTIONS	IN2467856	ACC #CC3502, COLOR COPIE	431.43	431.43
112829	2/16/2022	54532	CITYGATE ASSOCIATES, LLC	30750	DEC2021 PUBLIC SAFETY ST	3,350.81	3,350.81
112830	2/16/2022	53220	COACHELLA ACE HARDWARE	3049/1	1/7/2022 KITCHEN FAUCET	130.49	
				3138/1	1/25/2022 KITCHEN FAUCET W/ SPRY B	83.92	
				3079/1	1/12/2022 TRUFUEL 50:1, ELECTRIC TAI	41.94	
				2964/1	12/15/2021 ENGINEERS HAMMER & MAG	41.30	
				3135/1	1/25/2022 AVILA PRIVACY LEVER	34.79	
				3116/1	1/21/2022 BATTERY PHOTO CR2	16.30	
				3084/1	1/13/2022 ML AERATOR	5.42	
				3063/1	1/10/2022 #68 BRASS KEY	2.49	356.65
112831	2/16/2022	08970	COACHELLA VALLEY BOXING	1121	11/1/2021 NOV2021 BOXING CLUB SER'	2,500.00	
				1221	12/1/2021 DEC2021 BOXING CLUB SER'	2,500.00	
				0122	1/1/2022 JAN2022 BOXING CLUB SER'	2,500.00	
				0222	2/1/2022 FEB2022 BOXING CLUB SER'	2,500.00	10,000.00
112832	2/16/2022	44959	COMPUTER CONSULTANTS, I	6239	2/11/2022 DEPOSIT- INSTLLTN OF TV'S	1,999.33	
				6238	2/11/2022 DEPOSIT- INSTLLTN OF TV/N	1,903.03	
				34219	2/9/2022 APC REPLACEMENT BATTER	418.23	4,320.59
112833	2/16/2022	49858	CV PIPELINE CORP.	S2787	1/13/2022 STORM DRAIN SYSTEM MAIN	14,420.00	
				S2782	1/10/2022 STORM DRAIN SYSTEM MAIN	7,560.00	
				S2790	1/18/2022 STORM DRAIN SYSTEM MAIN	2,160.00	24,140.00
112834	2/16/2022	44036	DE LAGE LANDEN PUBLIC	75435005	2/9/2022 ACC #1338330, COLOR COPIE	216.41	216.41
112835	2/16/2022	42761	DEPT OF ENVIRONMENTAL H I	IN0434743	1/10/2022 FAC #FA0029626, BGDMA COI	734.00	734.00
112836	2/16/2022	54275	DESERT HOSE AND SUPPLY	14855	1/5/2022 DBL JACKET FIRE HOSE, ETC	481.11	481.11
112837	2/16/2022	48672	DESERT RECREATION DISTR	3147	12/31/2021 2021 SWIM PASSES @ BAGD	3,000.00	3,000.00
112838	2/16/2022	49635	EISENHOWER MEDICAL CEN	Dec 2021	1/25/2022 AC #700000133, DEC2021 SV	1,200.00	1,200.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112839	2/16/2022	44713	FARMER BROTHERS CO. 95670881	2/10/2022	COFFEE, CREAMER & FILTE	602.56	
			95670864	2/9/2022	COFFEE MED RST & CREAM	331.75	934.31
112840	2/16/2022	51494	GARDA CL WEST, INC. 10678170	2/1/2022	FEB2022 CASHLINK MAINTEN	1,330.94	
			10678157	2/1/2022	FEB2022 ARMORED TRANSP	1,057.10	2,388.04
112841	2/16/2022	53854	GRANITE TELECOMMUNICATI549753704	2/1/2022	AC 04418223, FEB2022 SVCS	803.85	803.85
112842	2/16/2022	49715	GREATER PALM SPRINGS CV2022	1/1/2022	2022 DUES: ID #16891	450.00	450.00
112843	2/16/2022	20450	IMPERIAL IRRIGATION DISTRI50371785-JA22	1/31/2022	AC50371785, 12/29-1/26, LIFT	498.59	
			50459796-JA22	1/31/2022	AC50459796, 12/29-1/26	105.54	
			50459819-JA22	1/31/2022	AC50459819, 12/29-1/26	89.33	
			50434217-JA22	1/31/2022	AC50434217, 12/29-1/26	59.02	
			50459795-JA22	1/31/2022	AC50459795, 12/29-1/26	52.05	
			50035755-JA22	1/31/2022	AC50035755, 12/29-1/26, PUM	38.28	
			50522793-JA22	1/31/2022	AC50522793, 12/28-1/26, SCAI	13.97	856.78
112844	2/16/2022	54443	INNOVATIVE PLAYGROUNDS 2652	12/29/2021	BURKE PLAY EQUIPMENT (S`	14,548.21	14,548.21
112845	2/16/2022	23100	KAMAN INDUSTRIAL TECHNOC91372	1/10/2022	HELICAL GEAR UNIT	585.29	
			C270845	1/12/2022	L-COUPLING SPIDER BUNA-M	32.85	618.14
112846	2/16/2022	01948	KIMBALL MIDWEST 9562502	1/24/2022	DOT PUSH-IN ELBOW, SUPEI	457.90	457.90
112847	2/16/2022	47328	KONICA MINOLTA 39313991	1/26/2022	BIZHUB C454E, 1515 6TH ST,	212.07	
			39370974	2/2/2022	ACC 061-0042081-000, FEB20.	67.43	279.50
112848	2/16/2022	24250	LEAGUE OF CALIFORNIA CITI641087	1/1/2022	2022 MEMBERSHIP DUES	16,477.00	
			2537	1/4/2022	2022 RIV COUNTY MEMBERS	100.00	16,577.00
112849	2/16/2022	54362	LINDE GAS & EQUIPMENT INC67773797	12/16/2021	ELECTR MS 6011, ETC	59.78	59.78
112850	2/16/2022	49482	NAPA AUTO PARTS 223344	1/6/2022	MOTOR TUNE-UP, ETC	28.24	28.24
112851	2/16/2022	53105	NATIONAL MAIN STREET CEN5001	1/31/2022	2022 CAMSA MBRSHP DUES	1,675.00	1,675.00
112852	2/16/2022	47192	O'REILLY AUTO PARTS 2855-403633	1/11/2022	MICRO-V BELT & TENSIONER	62.85	
			2855-403740	1/11/2022	MONRO-MATIC+	58.07	
			2855-405915	1/18/2022	LED MINI & CLEANER	20.62	141.54
112853	2/16/2022	50595	PACIFIC LIGHTWAVE INC 22-0986	2/8/2022	APR-JUNE2022 BUSINESS IN`	2,397.00	2,397.00
112854	2/16/2022	02028	PETE'S ROAD SERVICE, INC. 554306-00	1/20/2022	MONARCH PRESS-ON SMOO	797.15	797.15
112855	2/16/2022	42433	POOL & ELECTRICAL PRODU02688101	12/14/2021	MULTI-CHLORINATOR DICHL	383.60	383.60
112856	2/16/2022	42759	PROPER SOLUTIONS, INC. 12877	2/4/2022	WE 2/4: S. CARLOS RAMIREZ	594.00	594.00
112857	2/16/2022	52344	QUADIENT FINANCE USA, INCCD 2/9/22	2/9/2022	JAN2022 POSTAGE BY PHON	1,465.45	1,465.45
112858	2/16/2022	54500	RELIABLE TRANSLATIONS CC21067	2/6/2022	2/6 CC MTG AGENDA TRANSL	139.04	139.04
112859	2/16/2022	53736	RG2 MANAGEMENT LLC 2927	2/8/2022	WE 2/6: K. MEDINA	1,080.00	1,080.00
112860	2/16/2022	48154	ROYAL INDUSTRIAL SOLUTIO9004475764	12/25/2021	SVC CHR	5.21	5.21

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112861	2/16/2022	52595	STAPLES BUSINESS CREDIT	7348296069-0-1	1/18/2022	XEROX 6510/15 YELLOW TON	885.64
				7349086337-0-1	1/28/2022	HP 58A BLK TONER CART, ET	241.74
				7348759870-0-1	1/24/2022	TRED REM XER106R01597 H'	203.85
				7348759870-0-3	1/24/2022	MS SCULPT ERGO MOUSE W	114.95
				7348931907-0-1	1/26/2022	HP 62XL HY TRI-COLOR INK C	103.05
				7348840610-0-1	1/25/2022	QUICK-STOR-LETTER/LEGAL	77.92
				7348930363-0-1	1/25/2022	MS SCULPT ERGO MOUSE W	77.80
				7348759870-0-2	1/25/2022	TRED REM XER106R01596 H'	40.77
							1,745.72
112862	2/16/2022	00102	SUNLINE TRANSIT AGENCY	INV05651	1/12/2022	DEC2021 CNG FUEL	667.99
112863	2/16/2022	37600	THE DESERT SUN PUBLISHIN	0004307333	12/31/2021	DEC2021 PUBLISHED ADS	719.40
				0004369491	1/31/2022	JAN2022 PUBLISHED ADS	695.20
							1,414.60
112864	2/16/2022	51918	THE GREATER COACHELLA	V31595	10/1/2021	JULY-SEPT2021 QTRLY DISBI	8,675.00
112865	2/16/2022	42289	TIME WARNER CABLE	0037022012822	1/28/2022	AC 8448 20 899 0037022, FEB:	2,419.52
112866	2/16/2022	50590	TOUCHTONE COMMUNICATIC	1507440	2/1/2022	AC 1100006871, FEB2022	6.94
112867	2/16/2022	39640	VALLEY LOCK & SAFE	172761	1/10/2022	INSTLL'D CYBER CYL @ CITY	1,141.34
				171857	1/14/2022	RMV'D/INSTLL'D PANIC BARS	570.00
				BW6380963	11/2/2021	CYBER KEY RPLCMNT TIP	261.00
				171304	11/9/2021	RPR'D DOOR @ SENIOR CEN	115.00
							2,087.34
112868	2/16/2022	53173	VERIZON CONNECT NWF, INC	OSV0000026487	1/1/2022	DEC2021 GPS MONITORING :	889.86
112869	2/16/2022	44966	VERIZON WIRELESS	9898506682	2/1/2022	AC371867190-00001, 1/2-2/1	4,665.07
				9898506683	2/1/2022	AC371867190-00002, 1/2-2/1	1,147.45
							5,812.52
112870	2/16/2022	44775	VISTA PAINT CORPORATION	2022-353354-00	1/6/2022	COVERALL EXT FLAT DEEP B	446.30
				2022-356131-00	1/8/2022	ACRIBOND FLAT WHITE	417.34
				2022-358514-00	1/11/2022	COVERALL EXT FLAT WHITE,	209.07
				2022-373394-00	1/21/2022	CAREFREE VELVASHEEN H E	143.46
				2022-358081-00	1/11/2022	COVERALL EXT FLAT WHITE	94.09
				2022-362398-00	1/13/2022	COVERALL EXT FLAT WHITE	94.09
							1,404.35
112871	2/16/2022	54433	WEX ENTERPRISE EXXONMC	77710885	1/23/2022	ACC 0496-00-726338-7, 12/24-	3,411.72
112872	2/16/2022	54272	WILLDAN	002-25824	1/5/2022	DEC2021- BLDG AND SAFETY	14,467.50
112873	2/16/2022	48971	XPRESS GRAPHICS & PRINTII	21-43668	10/7/2021	VETERANS POLE BANNERS	714.64
							714.64
<b>Sub total for WELLS FARGO BANK:</b>							<b>160,990.07</b>

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57 checks in this report.

Grand Total All Checks: 234,995.95

Date: February 16, 2022

  
\_\_\_\_\_  
Finance Director: Nathan Statham



**STAFF REPORT**  
**2/23/2022**

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

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

**SUBJECT:** Adopt Resolution No. 2022-16 approving a job title change from Code Enforcement Aide to Department Assistant II and approving the salary scale at Grade 3

**STAFF RECOMMENDATION:**

Approve Resolution No. 2022-16 approving a job title change for Code Enforcement Aide to Department Assistant II and approving a salary scale at Grade 3.

**BACKGROUND:**

Due to the work demands of the Code Enforcement division, staff has evaluated the needs of the department and is recommending that the Code Enforcement Aide position be reclassified as a Department Assistant II. The Code Aide position was originally created when city received and allocated funds by the CDBG Grant. The Department Assistant II position is an existing position under the Confidential Miscellaneous Unit.

**DISCUSSION/ANALYSIS:**

Staff requests the reclassification of Code Enforcement Aide to Department Assistant II as the performance of the full range of office support duties is required to fulfill daily responsibilities and complex tasks of the Code Enforcement Division. Some of these responsibilities include but not limited to administrative duties, developing Division procedures, assisting with 90-day Division goals and objectives, staff report preparation, confidential case preparation with the City Attorney, record retention management, and coordination with outside agencies. Reclassification to the Department Assistant II position will ensure high-level customer service to address the quality of life issues that are reported by Coachella residents.

The existing salary scale of the Department Assistant II position would be an increase to (\$1,214.54/month) the current salary scale of the Code Enforcement Aide. Due to the responsibilities and duties assigned, staff is requesting that the pay grade for the reclassification be adjusted to grade 3 of the pay scale.

Position	Existing Pay Grade	Existing Salary
Code Enforcement Aide	10	\$34,251.05 – \$43,701.84
Department Assistant II (proposed)	3	\$48,825.50 – \$62,302.03

**FISCAL IMPACT:**

The requested reclassification of the Code Enforcement Aide to Department Assistant II at pay grade 3 will result in an increase of \$ 14,574.48 per year for this position.

Attachments:

- 1. Resolution No. 2022-16
- 2. Department Assistant II Job Description

**RESOLUTION NO. 2022-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE JOB TITLE CHANGE FROM CODE ENFORCEMENT AIDE TO DEPARTMENT ASSISTANT II AT THE SALARY SCALE AT GRADE 3**

**WHEREAS**, the Code Enforcement Aide position was originally created when city received and allocated funds by the CDBG Grant; and

**WHEREAS**, the growth of City requires the necessary administrative resources to ensure high-level customer service to address the quality of life issues that are reported by Coachella residents; and

**WHEREAS**, the ability to use the full range of administrative duties is necessary for performing the functions of the Code Enforcement Division at the Department Assistant II level.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the City Council of the City of Coachella, as follows:

**Section 1. Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

**Section 2. Title.** Adopt Resolution No. 2022-16, a Resolution of the City Council of Coachella, California, Approving the Job Title Change from Code Enforcement Aide to Department Assistant II and approving the revised job description, and setting the salary scale for position at Grade 3.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of February 2022.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022-16 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk



# Department Assistant II

Class Code:  
0348

Bargaining Unit: Sanitary and  
Miscellaneous

CITY OF COACHELLA  
Established Date: Jul 1, 2012  
Revision Date: Jul 1, 2021

## **DEFINITION:**

Under direct or general supervision, performs a variety of routine to complex office administrative support duties requiring thorough knowledge of the assigned department and/or work unit, its policies and procedures, and operating details; performs skilled word processing, data entry, and typing; prepares correspondence using independent judgment in content and style; interacts frequently with the public and explains City and/or departmental policies and procedures; and performs related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives direct or general supervision from assigned professional, supervisory, managerial, or administrative personnel. Exercises no direct supervision over staff.

### **CLASS CHARACTERISTICS**

Department Assistant II: This is the full journey-level class in the Department Assistant series. Incumbents are capable of performing the full range of administrative and office support duties for various City departments or divisions to ensure efficient service provision. Responsibilities require the frequent use of tact, discretion, and independent judgment, as well as full and thorough knowledge of departmental and City activities. The work requires the interpretation and application of policies, procedures, and regulations and involves frequent contact with the public, as well as performing various research and analytical support functions. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Administrative Assistant in that the latter performs a wide variety of specialized administrative, technical, and analytical support work, including complex, department-specific research.

Positions in the Department Assistant class series are flexibly staffed and positions at the II level are normally filled by advancement from the entry-level requiring two (2) additional years of experience and after gaining the knowledge, skill, experience, licenses, and certifications which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class. When filled from the outside, the employee is required to have three (3) years of prior related experience that allows the employee to meet the qualification standards for the II level.

## EXAMPLES OF DUTIES:

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Performs a wide variety of routine to complex administrative duties to support departmental/ divisional operations, including filing, preparing records and monthly reports, accounts payable, cashiering duties, and ordering and maintaining office and other related supplies.
- Performs skilled word processing, data entry, and transcription using independent judgment and discretion in preparing correspondence and reports.
- Copies, compares, or compiles data to produce monthly statistical reports for managers by checking data, making necessary corrections, and producing data in final form.
- Researches records within areas of responsibility to prepare and provide follow-up information to customer and staff inquiries.
- Gathers, assembles, updates, and distributes a variety of department-specific information, documents, forms, records, and data as requested; prepares and maintains a variety of databases and reports.
- Assists in providing telephone and/or counter support to the public and staff; responds to inquiries by explaining procedures; provides general information; distributes forms and other documents as requested; provides detailed review of forms to assure completeness; refers callers/visitors to the appropriate department; takes and relays accurate messages; transfers callers to voicemail when necessary.
- Responds to the public and staff inquires regarding department and/or City policies, procedures, and timelines; explains and applies policies and procedures as required to assure timeline compliance; monitors timelines; resolves problems of a moderate complexity within areas of responsibility.
- Types, originates, formats, proofreads, and distributes a wide variety of reports, letters, and memoranda, including agenda items, bid documents, regulatory submittals, and documents associated with departmental projects and programs; types from rough drafts or verbal instructions; checks drafts for punctuation, spelling, and grammar; makes or suggests corrections to drafts.
- Organizes and maintains various administrative, reference, imaging, and follow-up files; purges files in accordance with the records retention policy.
- Assists in the records management and retention function, including scanning, editing, and indexing all official City documents, paperwork, and records; assists with the destruction of records in compliance with applicable laws, rules, and regulations; receives and assists with public requests for information and records.
- Receives payments and fees from the public in the form of cash and check; issues receipts; posts information to departmental, fiscal, or other records; collects and submits data for reports pertaining to assigned functions.
- Checks and tabulates standard arithmetic or statistical data; may summarize such information and prepare periodic numerical reports.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies departmental and program policies and procedures in determining completeness of applications, records, and files.
- Assists in planning, organizing, and coordinating City-sponsored events.

- Operates a variety of standard office equipment, including job-related computer hardware and software applications, copiers, postage meters, facsimile machines, and multi-line telephones; may operate other department-specific equipment.
- Maintains accurate records of work performed.
- May participate in department-specific complex technical and specialized programs, processes, and procedures, including business licensing, code enforcement, building and safety, permit issuance, records management, and related services; may serve as back-up for department technical staff.
- Maintains management staff calendars and schedules appointments.
- Assists with processing incoming and outgoing mail; receives shipments; compares packing slips with received goods; matches invoices with packing slips to assure accuracy.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

## **QUALIFICATIONS:**

### **Knowledge of:**

- Modern office administrative support practices and procedures, including the use of standard office and computer equipment.
- Computer applications related to the work, including word processing, database, and spreadsheet applications.
- Applicable codes, regulations, policies, technical processes, and procedures related to the department to which assigned.
- Principles and procedures of financial record keeping and reporting.
- Principles and practices of data collection and report preparation.
- Business letter writing and the standard format for reports and correspondence.
- Business arithmetic and statistical techniques.
- Record keeping principles and procedures.
- Alphabetical and numerical filing methods.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

### **Ability to:**

- Perform responsible administrative support work with accuracy, speed, and general supervision.
- Provide varied and responsible office administrative work requiring the use of tact and discretion.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Interpret and apply administrative and departmental policies and procedures.
- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Compose correspondence and reports independently or from brief instructions.
- Understand and carry out oral and written directions.
- Make accurate arithmetic, financial, and statistical computations.

- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate and maintain modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

**Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to the completion of the twelfth (12th) grade and one (1) year of varied administrative support experience preferably involving some public contact.

In addition to the above, specialized training in business or secretarial science and three (3) years of increasingly responsible administrative support experience, or two (2) years of experience equivalent to the Department Assistant I at the City of Coachella.

**Licenses and Certifications:**

Valid California class C driver's license with satisfactory driving record and automobile insurance.

## **PHYSICAL DEMANDS/ENVIRONMENTAL ELEMENTS/WORKING CONDITIONS:**

**Physical Demands**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; may be required to operate a motor vehicle and to visit various City and meeting sites. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

**Environmental Elements**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.





**STAFF REPORT**  
**2/23/2022**

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

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

**SUBJECT:** Resolution No. 2022-21 adopting a notification of intent to comply with the SB 1383 regulations and seeking additional time to achieve compliance pursuant to SB 619 for organic waste reduction.

**STAFF RECOMMENDATION:**

Resolution No. 2022-21 adopting a notification of intent to comply with the SB 1383 regulations and seeking additional time to achieve compliance pursuant to SB 619 for organic waste reduction.

**EXECUTIVE SUMMARY:**

SB 1383 requires the City adopt an enforceable ordinance to compel businesses and residents to recycle their organic waste and comply with other requirements of the regulation, while putting the responsibility for funding, administrating, and implementing those goals on the City. The City could face penalties of up to \$10,000 per day for failing to comply with SB 1383 effective January 1, 2022. In October 2021, SB 619 was signed by the Governor to allow for penalty relief during the 2022 calendar year for cities as long as there is a corrective action plan in place to ensure compliance.

The City has adopted the required local ordinance to comply with SB 1383, however the City has not completed negotiations with its hauler to allow for rolling out the additional services required by SB 1383. The City is currently working closely with our hauler and will have the following items in motion: amended hauler agreement, updated solid waste and recycling rates, and rolled out SB 1383 solid waste service programs.

Staff is recommending adoption of Resolution No. 2022-21 to ensure the City is protected from punitive penalties by Department of Resources Recycling and Recovery (CalRecycle) during 2022.

Attachments:  
Resolution No. 2022-21  
Exhibit A – Notice of Intent to Comply

**RESOLUTION NO. 2022-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADOPTING A NOTIFICATION OF INTENT TO COMPLY WITH THE SB 1383 REGULATIONS AND SEEKING ADDITIONAL TIME TO ACHIEVE COMPLIANCE PURSUANT TO SB 619**

**WHEREAS**, the California Department of Resources Recycling and Recovery (“CalRecycle”) adopted regulations to implement Senate Bill 1383 (Lara, Statutes of 2016) (“SB 1383 Regulations”), to achieve organic waste reduction goals established in Health and Safety Code Section 39730.6 through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025; and

**WHEREAS**, the City of Coachella (“City”) is a local jurisdiction required to comply with the SB 1383 Regulations; and

**WHEREAS**, the City is or expects to be facing continuing violations of the SB 1383 Regulations during the 2022 calendar year; and

**WHEREAS**, Senate Bill 619 (Laird, Statutes of 2021) amended Public Resources Code Section 42652.5, created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the SB 1383 Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a corrective action plan; and

**WHEREAS**, the City is a local jurisdiction authorized by SB 619 to submit a Notification of Intent to Comply for CalRecycle approval; and

**WHEREAS**, CalRecycle shall approve a Notification of Intent to Comply that is duly adopted by the jurisdiction by formal written resolution and meets the requirements of SB 619.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Coachella, as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

**Section 2.** The City Council hereby adopts the Notification of Intent to Comply attached as Exhibit “A” and authorizes and directs the City Clerk to submit the Notification of Intent to Comply to CalRecycle for approval.

**Section 3.** By submitting the Notification of Intent to Comply pursuant to SB 619, the City represents and certifies that it will implement the proposed actions to remedy the violations according to the proposed schedule as approved by CalRecycle and in accordance with SB 619 and the SB 1383 Regulations.

**Section 4.** The City agrees to comply with any maximum compliance deadline in any corrective action plan that CalRecycle, in its sole discretion, determines to be necessary and appropriate under the circumstances for the correction of any violation(s) of the SB 1383 Regulations identified in its Notification of Intent to Comply.

**Section 5.** This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this Resolution.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of February 2022.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022-21 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

**EXHIBIT "A"**

# Notification of Intent to Comply

CalRecycle is providing this optional form as a convenience to assist jurisdictions (counties, cities, a county and city, or special districts providing solid waste collection services) for purposes of submitting a notification of intent to comply to CalRecycle [see Public Resources Code (PRC) section 42652.5(c)].

A jurisdiction may submit a notification of intent to comply if it is facing continuing violations of the Short-lived Climate Pollutants: Organic Waste Reductions requirements in Title 14 California Code of Regulations (14 CCR). The written notification of intent to comply, adopted by resolution of the jurisdiction's governing body, shall be sent to CalRecycle no later than **March 1, 2022**, to [NOIC@CalRecycle.ca.gov](mailto:NOIC@CalRecycle.ca.gov).

A jurisdiction shall, at minimum, include the following in its notification:

1. A description, with specificity, of the continuing violations.
2. A detailed explanation of the reasons, supported by documentation, why the local jurisdiction is unable to comply.
3. A description of the impacts of the COVID-19 pandemic on compliance.
4. A description of the proposed actions the local jurisdiction will take to remedy the violations within the timelines established in 14 CCR section 18996.2 with a proposed schedule for doing so. The proposed actions shall be tailored to remedy the violations in a timely manner.

Upon approval by CalRecycle of a jurisdiction's notification and implementation of the intent to comply, a jurisdiction may be eligible for both of the following:

1. Administrative civil penalty relief for the 2022 calendar year pursuant to PRC section 42652.5(d).
2. A corrective action plan pursuant to 14 CCR section 18996.2.
  - a. CalRecycle may address through a corrective action plan any violations disclosed in a jurisdiction's notification that will take more than 180 days to correct. In this situation, the proposed actions and schedule in the jurisdiction's approved notification will be in effect until a corrective action plan is issued.

CalRecycle will respond in writing to a jurisdiction within 45 business days of receiving its notification with an approval, disapproval, request for additional information, or timeline for a decision on approval or disapproval. CalRecycle will include details about why a jurisdiction did not meet the requirements for a Notification of Intent to Comply when disapproving the jurisdiction's notification.

Please clearly print or type responses. Attach additional pages as necessary.

Jurisdiction Name:City of Coachella

County:Riverside

Person Completing the Form:

First Name:Maritza

Last Name:Martinez

Title:Public Works Director

Mailing Address:53-990 Enterprise Way

City:Coachella

Zip Code:92236

Email Address:mmartinez@coachella.org

Phone Number:760-501-8111

1. Select using the check boxes below or write in the continuing violations for each applicable regulatory section. For each selection, please describe the specific violations related to the regulatory section.

**Example:**

- (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
- i. Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents*
  - ii. Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.*

**Disclaimer: The list of possible continuing violations below is not inclusive of all potential violations of the regulations.**

- (A) 14 CCR section 18984 Combined Organic Waste Collection Services. *This requirement is not included since the requirements are further specified in sections 18984.1-18984.11.*
- (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
- (C) 14 CCR section 18984.2 Two-Container Organic Waste Collection Services
- (D) 14 CCR section 18984.3 Unsegregated Single Container Collection Services
- (E) 14 CCR section 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services
- (F) 14 CCR section 18984.5 Container Contamination Minimization
- (G) 14 CCR section 18984.6 Recordkeeping Requirements for Container Contamination Minimization
- (H) 14 CCR section 18984.7 Container Color Requirements
- (I) 14 CCR section 18984.8 Container Labeling Requirements
- (J) 14 CCR section 18984.11 Waivers Granted by a Jurisdiction
- (K) 14 CCR section 18985.1. Organic Waste Recovery Education and Outreach.
- (L) 14 CCR section 18985.2. Edible Food Recovery Education and Outreach
- (M) 14 CCR section 18985.3. Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach Requirements
- (N) 14 CCR section 18988.1. Jurisdiction Approval of Haulers and Self-Haulers
- (O) 14 CCR section 18988.3. Self-haulers of Organic Waste
- (P) 14 CCR section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program
- (Q) 14 CCR section 18989.1. CALGreen Building Codes
- (R) 14 CCR section 18989.2 Model Water Efficient Landscape Ordinance

- (S) 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program
- (T) 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program
- (U) 14 CCR section 18992.1. Organic Waste Recycling Capacity Planning
- (V) 14 CCR section 18992.2. Edible Food Recovery Capacity
- (W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target
- (X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste Procurement Target
- (Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements
- (Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement

(AA) 14 CCR section 18994.2. Jurisdiction Annual Reporting

*Note: This requirement is not included since jurisdictions are still expected to report to CalRecycle.*

(BB) 14 CCR section 18995.1. Jurisdiction Inspection Requirements

*Note: Section 18995.1(a)(1) should not be included because a jurisdiction should already be completing this action due to the requirements of PRC Chapter 12.9 (commencing with Section 42649.8)*

(CC) 14 CCR section 18995.2. Implementation Record and Recordkeeping Requirements

(DD) 14 CCR section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations

*Note: This requirement is not included since jurisdictions are still expected to investigate complaints.*

(EE) 14 CCR section 18995.4. Enforcement by a Jurisdiction

Use the check box(es) below to write in the continuing violations for any regulatory section(s) not reflected above and describe the specific violations related to the regulatory section.

**Example:**

(1) (Type regulatory section number) (Type regulatory section title)

i. Describe the specific violations related to the regulatory section

(1)

(2)

(3)

(4)

(5)

2. A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable.

The City has approved its SB 1383 ordinance. The City has not completed its negotiations with its hauler and is working to amend the existing hauler agreement to include the mandated services. Once negotiations are completed the new service rates will require completion of the Proposition 218 process for adoption of the new solid waste rates and service packages.

Based on the above time-frame the City's Hauler has advised the City that roll out of carts for collection of organic waste for all customers will likely occur October 1, 2022. The City's hauler is currently awaiting receipt of carts, trucks and is making adjustments to its plant processes to allow for processing of residential organics waste.

3. A description of the impacts of the COVID-19 pandemic on compliance.

In 2021 the City created a SB 1383 Subcommittee to discuss how to best deploy these programs and services.

Fully implementing the various facets of the SB 1383 regulations during the pandemic has been difficult for the City to accomplish as these new programs will ultimately have a direct fiscal impact on our businesses and residents.

During the pandemic the City focused available resources to further programs directly improving the economic welfare of its residents and businesses during this time. Many of our small businesses were severely impacted, with many of our small businesses closing its doors. Our residents were also severely impacted as a high number of our population is employed by the hospitality sector which was immediately impacted by the COVID-19 pandemic.

4. Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner. See optional format below.

The City Council has adopted its SB 1383 Ordinance, which will take effect on March 11, 2022. The City is making progress in its negotiations with its hauler to amend the current franchise agreement and add the services mandated by SB 1383; it is projected an amended franchise agreement and correspondent updated service rates will be approved by July 1, 2022. The city will continue to work to educate solid waste customers about changes in solid waste collection services and new rates that will take effect.

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.

Maritza Martinez

Public Works Director

February 16, 2022

Signature

Printed Name

Title

Date

Description of the proposed actions with proposed schedules the jurisdiction will take to remedy violations. The proposed actions shall be tailored to remedy the violations in a timely manner.

Regulatory Requirement and Description	
Action	Proposed Schedule
TASK 1: Negotiate amended Franchise Agreement.	Date to be completed: July 1, 2022
TASK 2: Implement organic waste collection services to residential and commercial customers.	Date to be completed: October 1, 2022
TASK 3:	Date to be completed:

Regulatory Requirement and Description	
Action	Proposed Schedule
TASK 1:	Date to be completed:
TASK 2:	Date to be completed:

Add Attachment

#### EXAMPLE

Regulatory Requirement: (B.i.) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services	
Description: Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents	
Action	Proposed Schedule
TASK 1: Purchase two additional collection trucks and modify collection routes	Date to be completed: 4/7/2022
TASK 2: The city will work with its hauler to find a facility to accept mixed organic waste.	Date to be completed: 4/14/2022

Regulatory Requirement: (B.ii.) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services	
Description: Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.	
Action:	Proposed Schedule
TASK 1: Purchase two additional collection trucks and modify collection routes	Date to be completed: 4/21/2022
TASK 2: The city will work with its hauler to acquire and distribute appropriate containers to all commercial accounts. The city will obtain monthly reports from the hauler to monitor full distribution of carts.	Date to be completed: 4/28/2022



**STAFF REPORT**  
**2/23/2022**

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

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

**SUBJECT:** Approve execution of: 1) Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) issue Notice of Intent Not to Renew the Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

**STAFF RECOMMENDATION:**

Approve execution of: 1) Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) issue Notice of Intent Not to Renew the Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

**BACKGROUND:**

Since 2007, the City has entered into a Memorandum of Understanding (MOU) with the local nonprofit sports leagues for use of park facilities. The MOU identifies the following per league use information pertaining to Bagdouma Park and Rancho Las Flores Park: league season (months of the year available), days of use during the identified league season and area of the park available to the league use during their identified season.

**DISCUSSION/ANALYSIS:**

Staff has discussed the following edits to the current Memorandum of Understandings(MOU) with the Sport Leagues:

- Issue a Notice of Intent not to Renew the Adult MOU and use only one MOU for both youth and adult recreation sports for use of city facilities.
- Section 2 MOU edits
  - o elimination of identified days of field use per league and instead refer to issued Facility Use Permit;
  - o extend soccer use on Bagdouma Fields 3 & 4 and RLF Field 1 through June (extension is possible due to American Football season starting one month later in the summer);
  - o during the months of August–October when all soccer fields are closed for maintenance both soccer leagues will share use of one field (Bagdouma Field 4) as follows:
    - CVSL will use field Mondays, Wednesdays and Sundays

- CYSAS will use field Tuesdays, Thursdays, Saturdays.

These recommended edits have been discussed with all sports leagues and were presented to the Parks and Recreation Commission during the meetings of November 16, 2021 and January 18, 2022; no additional changes were recommended. On February 15, 2022, the Parks and Recreation Commission recommended approval of executing the Tenth Amended MOU and issuance of a Notice of Intent to Not Renew the Fourth Amended MOU (Adult MOU).

**FISCAL IMPACT:**

Recommended action will not have a fiscal impact.

Attachments:

MOU Tenth Amendment (Proposed)

**TENTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COACHELLA AND THE SPORTS LEAGUES**

This Memorandum of Understanding (hereinafter “MOU”) is made on February 23, 2022, by and between the City of Coachella, a California municipal corporation organized and existing under the laws of the State of California (hereinafter, “City”), Coachella Youth Baseball & Softball Association (hereinafter “CYBSA”), Coachella Valley Soccer League (“CVSL”), Coachella Youth Sports Association – Soccer (hereafter “CYSA-S”), , Coachella Valley Raiders Youth Football (hereinafter “CVRVFA”) and Coachella Little Arabs Youth Football (hereinafter “CLAYF”), hereinafter also referred to individually as a “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, the City of Coachella is a California municipal corporation organized and existing under the laws of the State of California, which provides various park facilities to its community including: Bagdouma Park, and Rancho Las Flores Park (referred to hereinafter collectively as “Parks”);

WHEREAS, CYBSA is a youth sports league operating its baseball and softball sports leagues within the City of Coachella, specifically using Bagdouma Park during their sports season which runs from February 1 to May 31, of each year for their practices, games, tournaments, programs and related baseball activities;

WHEREAS, CVSL is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CVRYFA is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Rancho Las Flores Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, CLAYF is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Bagdouma Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, the past use of Parks by CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF (collectively, "Sports Leagues") have had concerns regarding which sports league has access to certain areas of the Parks;

WHEREAS, the City is interested in resolving these use and access conflicts between the Sports Leagues by entering into this MOU with the Sports Leagues using City facilities to established a mutually agreeable schedule and understanding;

WHEREAS, since the Sports Leagues also charge fees for the public to join their respective sports leagues which use the Parks, the Sports Leagues have agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this MOU and for the term of this MOU;

WHEREAS, the Sports Leagues have reached a mutual understanding that will grant the Sports Leagues access to certain mutually agreeable sections of Bagdouma Park, and/or Rancho Las Flores during their respective sports seasons under the terms of this MOU; and

WHEREAS, each Sports League must: 1) apply for a facility use permit for sports season use, 2) request an invoice from the City for the individual sport league's season use fees, 3) pay/commit to a payment plan for the corresponding use fees, 4) obtain an approved facility use permit prior to being permitted field use for the season, as is allowed for by the terms of this MOU; and

WHEREAS, the Sports Leagues must submit a separate facility use permit request and obtain an approved facility use permit for any and all uses not authorized by the terms of this MOU;

WHEREAS, by entering into this MOU the City, CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF mutually understand and agree as follows:

1. General. The foregoing recitals are true and correct and all exhibits referred to hereinafter are hereby incorporated into and made a part of this MOU.

2. Access to City Park Areas by Sports Leagues. The below sections describe park access areas per league. For permitted use of these areas each league must obtain an approved Facility Use Permit for sport season play annually. All non-sport season play must be permitted separately from season league play per a separate Facility Use Permit.

2.1. CYBSA shall have access to the areas of Bagdouma Park described as area A and B in Exhibit 1 attached hereto and incorporated herein by this reference, from February 1 to May 31, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.2. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C1, C2 and C3 in Exhibit 2 as permitted by the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

- 1) November 1 to November 30: Exhibit 2 areas C2 and C3;
- 2) December 1 to May 31: Exhibit 2 areas C1, C2 and C3;
- 3) June 1 to July 31: Exhibit 2 area C2 and C3;
- 4) August 1 – October 31; Bagdouma Field 4 only Mondays, Wednesdays and Sundays.

2.3. CYSA-S shall have access to the areas of Bagdouma Park described as areas C and C3 in Exhibit 1 and as reflected in the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

- 1) November 1 to November 30: Exhibit 1 areas C;
- 2) December 1 to May 31: Exhibit 1 areas C and C3;
- 3) June 1 to July 31: Exhibit 1 area C;
- 4) August 1 – October 31; Bagdouma Field 4 only Tuesdays, Thursdays and Saturdays.

2.4. CVRYFA shall have access to the areas of Rancho Las Flores Park described as area C1 in Exhibit 2 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.5. CLAYF shall have access to the area of Bagdouma Park described as area C3 in Exhibit 1 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.6. At all other times and dates not described in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 above, the areas identified as in Exhibit 1 - 2 as "A", "B", "C", "C1", "C2" and "C3" (hereinafter "League Areas") shall be available and open to be used and accessed by other parties and the general public. Moreover, when the League Areas are not being used by the respective Sports Leagues during their sports season, other parties and the general public shall have use and access to the League Areas.

2.7. None of the use and access rights granted to the respective Sports Leagues in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 shall abrogate and deny the City's ability to use and access the League Areas for any and all purposes, in the City's sole and absolute discretion, which may include but are not limited for maintenance purposes, for special events, to respond to emergencies, to make improvements to the League Areas, reseed the grass at least twice annually each year in the League Areas, and to carry out other municipal and local responsibilities and duties of the City. When the City exercises its absolute and sole use and access rights described herein, the City will use all reasonable efforts to provide advance notice of its use of the League Areas and to minimize the disturbance and inconvenience this may cause the Sports Leagues.

2.8. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. No Sport League can obtain facility use permits for non-season play if it will result in issuance of permitted facility use exceeding a nine month period. Sport League facility use cannot exceed nine months between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year.

All non-season play requests will be evaluated individually and approved only if they can be accommodated without impacts to field conditions and existing season play field areas as identified in Section 2 of this MOU.

3. Access to the Snack Bar by Sports Leagues. For permitted use of the snack bars each league must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

4. Non-Profit: 501(c)(3). To be eligible for use of and access to the League Areas, the Sports Leagues have agreed to have a 501(c)(3) status for their respective league organization, as named in the MOU and as currently identified by their respective 501(c)(3) number and Employment Identification Number, and to maintain that 501(c)(3) status active and current. Should the Sports League 501(c)(3) status not be in current standing (such as but not limited to: inactive, suspended or delinquent), the City will issue the Sports League a written Notice of Violation. The Sports League will have 180 days from the status to an active and current standing (as verifiable by public state and federal websites). Should the Sports Leagues not return its 501(c)(3) status to a current status by day 181 from the date of the Notice of Violation the Sports League's Facility Use Permit and facility access will be revoked until corrected.

5. General Liability Insurance and Business License. The sports league shall be required to submit a City of Coachella Business License and a proof of General Liability insurance prior to the start of the season, in the amount of \$1,000,000 reflecting the City of Coachella and its officials as additional insured with respect to the use of the City facilities (Bagdouma Park and/or Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. Record Keeping.

6.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league's current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.2 Forty-five (45) days after the start of the sports season each Sport League must provide the City the following information: number and names of all teams registered with the Sports League; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City within the forty-five (45) days the Sport League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.3 Staff must be invited to any and all Sport League elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

6.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records (collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

6.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

6.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

6.7 The Sports League shall present an annual End of the Year Report to the Parks and Recreation Commission.

7. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit approved of by the City of Coachella's Public Works Director.

7.1 All Facility Use Permits will reflect the total sports season use costs. Each Sports League will have the option to 1) pay all fees prior to the start of its sports season 2) pay fees on a month to month basis or 3) establish up to three payment installments in order to pay the complete amount owed for use of the City facilities during its sports season (the last installment payment cannot be scheduled later than thirty-one (31) days before the end of the sports season).

Should the Sports League lapse in any one of its arranged payment installments a Notice of Correction will be issued and the Sports League will be provided fourteen (14) days to pay the agreed payment otherwise the Sports League's Facility Use Permit will be revoked until the full payment due is made.

8. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

8.1 The Sports Leagues shall be audited by a third party financial firm selected and paid for by the City of Coachella bi-annually. Prior to the audit the Sports League will provide written notification of all documents requested to complete the financial audit; the Sports League will be provided 30 days to produce requested documents. Should the documents requested not be produced within the 30 days provided facility access will be revoked until corrected. The final audit documents will be posted on the City website.

8.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

8.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score much improve each year.

9. Code of Conduct. The City of Coachella Municipal Code Chapter 12.32 establishes *Park Use Regulations*. Sports League representative must at all times ensure their actions do not conflict with the Activities and Conduct Prohibited in City Parks. Violations will result in restricting the violator from accessing the park. If violations are recurring the restriction period can extend to the entire Sports League Season. Extended restriction periods will result in a written Notice of Violation to be issued by the City of Coachella Public Works Director.

10. Term. This MOU shall be effective as of February 23, 2022, and shall continue in effect until June 30, 2023, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1<sup>st</sup>, unless either Party gives notice to the other Parties, on or before May 1 of each year, of its intent not to renew this MOU.

11. Termination of Agreement.

11.1 Grounds for Termination. City may, by written notice to Sports Leagues, terminate this Agreement at any time for violations of the City's Municipal Code Chapter 12 Park Use Regulations and may terminate this Agreement without cause by

giving written notice to Sports Leagues of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

12. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

For CYBSA:  
President, Coachella Youth  
Baseball & Softball Association  
P.O. Box 1296  
Coachella, CA 92236

For CYSA-S:  
President, Coachella Youth  
Sports Association - Soccer  
P.O. Box 1323  
Coachella, CA 92236

For CVRYF:  
President, Coachella Valley  
Raiders Youth Football  
49990 Copperidge St.  
Coachella, CA 92236

For CLAYF  
President, Coachella Little  
Arabs Youth Football  
P.O. Box 1109  
Coachella, CA 92236

For City of Coachella:  
City Manager  
53-990 Enterprise Way  
Coachella, CA 92236

For CVSL:  
President  
51544 Cesar Chavez St. Suite 1H  
Coachella, CA 92236

13. Amendments. To the extent that either of the Parties believes that the MOU should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this MOU.

14. Complete and Final Agreement. This MOU contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the Parties and supersedes any prior written or oral discussion, negotiation, understandings or agreements between the Parties.

15. Successors and Assigns; Transfer or Sale. No interest in this MOU shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This MOU shall be binding on and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. Permitted and access to the

aforementioned City facilities (Park and Snack Bar Use) is provided to the Sports Leagues by the City and cannot be transferred/given by the Sports Leagues to any other entity.

16. No Third Party Beneficiaries. This MOU is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms and understandings.

17. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

18. New Party Requirements. No Sport League can be eligible to be added as a party to the Agreement unless: 1) less than two organizations are providing one of three youth sports (soccer, baseball/softball, football); 2) Sport League applicant must have at least three consecutive years in operation 3) Sport League applicant can provide the following documents for three consecutive years: active and current 501c3 status, 1023 documents, Registered with Franchise State Tax Board documents, Registered as a State Charity, financial documents including general ledger of all transactions for the same three years, applicant can provide all Financial Audit documents and obtain a score of C or better by the City assigned third party auditor.

WHEREFORE, IN WITNESS THEREOF, the City, CYBSA, CVSL, CYSA-S, CVRYFA, and CLAYF hereby execute and enter into this Memorandum of Understanding with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

**CITY OF COACHELLA:**

By: \_\_\_\_\_  
Gabriel D. Martin, Ph.D, City Manager

**COACHELLA YOUTH BASEBALL AND SOFTBALL ASSOCIATION**

By: \_\_\_\_\_  
Juan Rodriguez, President

**ATTEST:**

By: \_\_\_\_\_  
Angela M. Zepeda, City Clerk

**COACHELLA VALLEY SOCCER LEAGUE**

By: \_\_\_\_\_  
Manuel Montaña, President

**Approved as to form:**

By: \_\_\_\_\_  
Carlos Campos, City Attorney

**COACHELLA YOUTH SPORTS ASSOCIATION SOCCER**

By: \_\_\_\_\_  
Alma Aceves, President

**COACHELLA LITTLE ARABS YOUTH FOOTBALL**

By: \_\_\_\_\_  
Mario Gallo, President

**COACHELLA VALLEY RAIDERS YOUTH FOOTBALL**

By: \_\_\_\_\_  
Joe Moya, President

EXHIBIT 1 – BAGDOUMA PARK



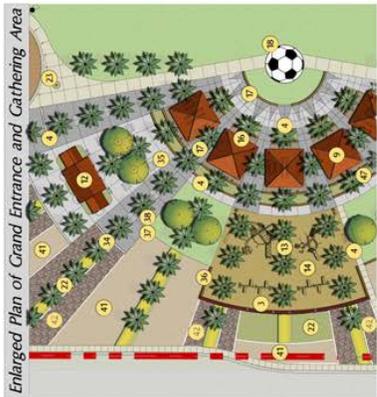
**MASTER PLAN**

**BAGDOUMA PARK**

CITY OF COACHELLA

DAVID J. DUNN  
LANDSCAPE ARCHITECTURE & PLANNING

EXHIBIT 2 – RANCHO LAS FLORES PARK



**LEGEND**

- Project Boundary
- - - Phase Line
- 1 Parking Lot (418 Spaces • 10 ADA Spaces)
- 2 10' Wide Concrete Walks
- 3 Park Entry Monument Sign / Wall
- 4 Seat Wall with Stone Veneer
- 5 Soccer Field (185' x 300')
- 6 Soccer Field (195' x 330')
- 7 Football Field Overlay with Removable Goal Posts
- 8 Basketball Court
- 9 Picnic Area Shade Structures
- 10 Bleachers with Shade Structure
- 11 Amphitheater with Center Stage and Turf Slope
- 12 Prefabricated Rest Room / Concession / Storage Building
- 13 Shaded Tot Lot with 2.5 Area and 5-7 Area
- 14 Wood Fiber Play Surfacing
- 15 Exercise Stations
- 16 Interlocking Concrete Pavers
- 17 Textured Concrete Paving
- 18 Soccer Ball Decorative Paving
- 19 Baseball Decorative Paving
- 20 Underground Storm Water Detention
- 21 Native & Low Water Use Trees and Groundcovers
- 22 Native & Low Water Use Shrubs and Groundcovers
- 23 Flagpole
- 24 Baseball Field with 200' Foul Lines
- 25 Digout with Shade Structure
- 26 Score Keeper's Table with Shade Structure
- 27 Volleyball Court (Sand)
- 28 Community Building (7,000 ft<sup>2</sup>)
- 29 Splash Pad Play Area
- 30 Sports Field Mixer
- 31 Sports Field Light
- 32 Parking Lot Light
- 33 Pedestrian Light
- 34 Bicycle Rack
- 35 Precast Concrete Picnic Table
- 36 Precast Concrete Bench
- 37 Precast Concrete Trash Receptacle
- 38 Precast Concrete Recycling Receptacle
- 39 Precast Concrete Soccer Ball Field Number
- 40 Precast Concrete Baseball Field Number
- 41 Decomposed Granite
- 42 Rock Cobble
- 43 Composting Station (Optional)
- 44 Masonry Trash Enclosure
- 45 5' Decomposed Granite Path Adjacent to 5' Wide Concrete Path with Mile Markers
- 46 Concrete Bleachers
- 47 BBQ
- 48 Permeable Interlocking Concrete Pavers

City of Coachella  
**Master Plan**  
 Rancho Las Flores Park  
 August 9, 2011





**STAFF REPORT**  
**2/23/2022**

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

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

**SUBJECT:** Authorize execution of Amendment No. 1 Sublease Agreement between the City of Coachella, Coachella Valley Soccer League (CVSL) and Coachella Youth Sports Association Soccer(CYSAS).

**STAFF RECOMMENDATION:**

Authorize execution of Amendment No. 1 Sublease Agreement between the City of Coachella, Coachella Valley Soccer League(CVSL) and Coachella Youth Sports Association Soccer(CYSAS).

**BACKGROUND:**

On October 8, 2008, to provide additional open space for recreational use Council action authorized the City Manager to execute a Lease Agreement between the City of Coachella and Armtec Defense Technologies (Armtec). The Lease authorized the City (Lessee) to access the westerly eleven (11) acres of the property for public park type uses. These eleven acres have been used predominantly for soccer recreation and the property has been segmented into four (4) fields. In 2008, the Lease was entered into with the understanding that the Coachella Valley Desert Soccer League (CVDSL) would oversee the installation and maintenance of these fields. However, CVDSL was not able to install adequate irrigation systems and overcome the challenges posed by the alkalinity of the soil.

In 2011, Council approved Amendment No. 1 to the Lease Agreement with Armtec. This Amendment authorized the City to extend the Lease for an additional five years, with the following conditions set by Armtec: 1) the City will take over maintenance of the leased land and 2) the City will invest to improve the condition of the fields. Staff was authorized to invest \$35,000 in the improvement of the leased land by: overhauling the irrigation system, grading and leveling the property, and installing stolons to improve turf conditions.

The Parks and Recreation Commission recommended Amendment No. 2 to the Armtec Lease Agreement for approval on June 21, 2016. Subsequently, the agreement was approved for execution by the City Council on July 13, 2016. Simultaneously, the Commission recommended and City Council approved a Sublease Agreement with Coachella Youth Sports Association Soccer (CYSAS). This Sublease Agreement subleased these eleven (11) acres to CYSAS with the

following requirements: 1) pay for water utility use and 2) assume the landscape maintenance of the said property; all programming and use of the site is managed by CYSAS.

**DISCUSSION/ANALYSIS:**

The Coachella Valley Soccer League requested the Parks and Recreation Commission allocate them additional fields for practice and games due to the growth of their league; this dialogue occurred during the November 16, 2021 Commission Meeting. The Commission advised staff to meet with both soccer leagues to address these concerns. After meeting with both leagues on this topic both leagues agreed to a split use of the four soccer fields located on the Armtec property; fields one and two would be managed by CYSAS and fields three and four would be managed by CVSL.



Staff is recommending approval of the attached Amendment No. 1 to Sublease Agreement, which would add CVSL as a party to the agreement (as a sublessee). The proposed Amendment also identifies that each league will manage the use of two of the four fields located on this property and each league will provide for: 1) all utility billing and 2) assume the landscape maintenance of the identified field areas correspondent to each organization. The Parks and Recreation Commission recommended approval of the Amendment No. 1 Sublease Agreement at their February 15, 2022 meeting.

Upon execution of the proposed Amendment No.1, the city will add an additional water meter and make the needed adjustments to the irrigation system. The fields used by each league will run on separate water meters and be billed to the appropriate league that is responsible for the field maintenance. The proposed Amendment No.1 term runs with the term of the Master Lease, which is currently set to expire on May 30, 2026.

**FISCAL IMPACT:**

This action will not have a negative financial impact to the City's general fund.

Attachment:

Amendment No. 1

## AMENDMENT NO. 1 TO SUBLEASE

THIS LEASE FOR PUBLIC PARK (this "Lease") is made as of February 23, 2022 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), COACHELLA VALLEY SOCCER LEAGUE(CVSL), a California Non-profit ("Sub-Lessor"), and COACHELLA YOUTH SPORTS ASSOCIATION SOCCER(CYSAS), a California Non-profit ("Sub-Lessor"), with reference to the following facts:

### RECITALS

- A. Lessee is the party directly leasing certain real property (the "Real Property") described by Exhibit "A" and as shown by Exhibit "B" attached hereto.
- B. The Real Property described below, is in use by Lessee for public park purposes.
- C. The portion of the Real Property described by the sketch drawing attached hereto as Exhibit "C" (the "Premises") is how this land was originally leased from Armtec Defense Technologies (Lessor) to the City. Since, 2008, the Premises has been developed and used as public park space.
- D. Lessee desires to sublease the Premises for purposes of soccer recreational services to be provided to the public by the Sublessors, and Lessee desires to Sub-lease the Premises to SubLessors on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Recitals. Lessee and SubLessors acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessee hereby leases to SubLessors, and Lessee hereby hires from SubLessors, the Premises, for the term, at the rental and upon the conditions set forth herein. While also subject to the use conditions attached hereto as Exhibit "B" incorporated herein. SubLessors accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises shown and described in Exhibit "A" amounts to an area of approximately 11 Acres (476,804) square feet. Upon execution of this Lease, Lessee grants to SubLessors the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit "A" as the description of the Premises and shall be attached and incorporated herein as Exhibit "A."

Term of Lease.

4.1 Original Term. The original term of the Lease shall commence on March 15, 2022 and terminate on May 30, 2026 (the "Original Term").

4.2 Extension of Term. Following expiration of the Original Term, unless and until Lessee or Lessors delivers a Notice of Termination in accordance with the definition and provisions below, the term of this Lease shall automatically be extended by successive one (1) year periods beginning on July 1 of the subject year and expiring on June 30 of the following year (individually and collectively, the "Extended Term").

5. Rent.

5.1 Original Term Minimum Annual Rent. During the Original Term of this Lease, SubLessors shall pay to Lessee as minimum annual rent the sum of One and No/100 Dollars (\$1.00) per year. SubLessors shall pay Lessee all sums due for minimum annual rent without deduction, set off, prior notice, or demand, in advance on the first day of each rental year commencing on July 1, 2022 and continuing throughout the term of this Lease.

5.2 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on July 1, 2026 and on July 1 of each successive year during the Extended Term the minimum annual rent shall be the sum of One and No/100 Dollars (\$1.00) per year.

5.3 Where to Pay Rent. All rent shall be paid to Lessee at the address specified below in the Notices Section.

6. Security Deposit. No security deposit shall be required under this Lease.

7 Utilities, Maintenance, Taxes and Insurance.

7.1 Utilities. SubLessors shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by SubLessors on the Premises, including, without limitation, electricity, telephone, water, and trash removal services, and SubLessors shall pay for any and all charges for establishment or connection of utility services to the Premises. CVSL shall be responsible for utilities correspondent to Fields 3 & 4 and CYSAS shall be responsible for utilities correspondent for Fields 1 & 2.

7.2 Maintenance. SubLessors shall provide all maintenance and repairs, at SubLessors' sole cost and expense, to keep the Premises in good order and condition, including, without limitation, all maintenance of fencing, gates, landscaping, all improvements existing at the commencement of this Lease, and any improvements installed or constructed by SubLessors during the term of this Lease. CVSL shall be responsible for maintenance correspondent to Fields 3 & 4 and CYSAS shall be responsible for maintenance correspondent for Fields 1 & 2.

7.3 Insurance. All insurance carried by SubLessors shall be primary to and not contributory with any similar insurance carried by Lessee, whose insurance shall be considered excess insurance only. SubLessors shall carry and maintain, during the entire term hereof, at SubLessors' sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

a. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per person and Five Million Dollars (\$5,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$1,000,000 each accident, or \$1,000,000 combined single limit.

b. Property Insurance. SubLessors shall obtain and maintain in force a policy or policies of insurance in the name of SubLessors, with any loss payable to SubLessors, and any lender of Lessee insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by SubLessors. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessee, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessee.

In the event any casualty results in damage to the improvements on the Premises which is Leased to the Lessee (and not constructed or installed by SubLessors in accordance with the provisions hereof), SubLessors shall either (i) use the proceeds of insurance to cause the restoration of such property or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

c. Delivery of Certificate of Insurance. SubLessors shall deliver to Lessee certificates of insurance evidencing the insurance procured by SubLessors, which certificates shall name Lessee as an additional insured together with any lender of Lessor and Lessee, if required.

d. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessee and Lessor. SubLessors agrees that on or before thirty (30) days prior to expiration of any insurance policy, SubLessors will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

8. Use. SubLessors shall use and occupy the Premises for purposes of a public park, including, without limitation, installation and use by the public of picnic area equipment, children's recreational equipment, sporting fields and equipment, and suitable automobile parking facilities for use by park visitors. SubLessors shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

9. Hazardous Substances and Hazardous Materials.

9.1 Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

9.2 Prohibition and Indemnity. SubLessors shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor and Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by SubLessors or persons acting under SubLessors. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. SubLessors shall execute such affidavits, representations or other documents from time to time as Lessee may reasonably request concerning SubLessors' best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

10. Improvements.

10.1 Consent of Lessor. SubLessors shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessee, which consent shall not be unreasonably withheld or delayed.

10.2 Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessee, shall be made at the sole cost and expense of SubLessors.

10.3 Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by SubLessors shall remain SubLessors' personal property and, notwithstanding principles of law applicable to real property improvements,

SubLessors' installations, additions, improvements or alternations shall not be deemed improvements to Lessee's Premises and may be removed from the Premises by SubLessors upon termination of this Lease in the sole discretion of SubLessors. Notwithstanding the foregoing, upon termination of this Lease, Lessee may require SubLessors to remove some or all of SubLessors' installations, additions, improvements and alterations, at SubLessors' sole cost and expense. Further, upon termination of this Lease and following removal of SubLessors' property, the Premises shall be restored to a condition reasonably satisfactory to Lessee, at SubLessors' expense. Any of SubLessors' property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessee.

10.4 Mechanic's Liens. SubLessors agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by SubLessors in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

11. Termination. Within ninety (90) days prior to expiration of the Original Term and at any time during any Extended Term hereof, either Lessee or SubLessors may terminate this Lease, without cause, by serving the other party with ninety (90) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.

12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

13. Subordination, Attornment:

13.1 Subordination. This Lease shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. SubLessors agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of Lessee under this Lease. Any lender of Lessee may elect to have this Lease superior to the lien of its Security Device by giving written notice thereof to SubLessors, whereupon this Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

13.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee and SubLessors shall, subject to the non-disturbance provisions of the paragraph immediately below, attorney to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between SubLessors/Lessees and such new owner, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to

acquisition of ownership; (b) be subject to any offsets or defenses which Lessees/SubLessors might have against any prior lessor, or (c) be bound by prepayment of more than one month's rent.

14. Lessors' Consent Required. SubLessors shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor and Lessee in each instance, which consent may be granted or denied; provided, however, that any transfer by SubLessors to a controlling entity or a controlled entity shall not be considered to be a prohibited assignment.

15. Assignment and Subleasing. SubLessors shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor and Lessee in each instance, which consent may be granted or denied in Lessor's and Lessee's sole discretion; provided, however, that any transfer by SubLessors to an entity controlled by or controlling SubLessors shall not be considered to be a prohibited assignment.. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's and Lessee's written consent is granted, SubLessors shall pay all expenses in connection with such assignment and SubLessors shall remain primarily obligated to Lessor and Lessee for performance of all provisions of this Lease.

16. Entry and Inspection. SubLessors shall permit Lessor and Lessee or their agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

17. Indemnification and Waiver of Claims.

17.1 Indemnification. SubLessors will indemnify Lessor and Lessee, its shareholders, officers, directors, employees, agents, and lenders, as well as their successors and assigns (collectively, the "Lessor Parties") and save them harmless from and against any claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property occurring in or about, or arising from or out of the Premises, resulting from or in part by any act or omission of SubLessors, its agents, contractors, invitees, trespassers, members of the public, or

employees. SubLessors agrees to defend, at its own cost and expense, any lawsuit or proceeding referred to above and to reimburse Lessor/Lessee and/or the Lessor Parties for any reasonable expenses or damages, including reasonable attorney's fees, costs of investigation of claims, and fees of expert witnesses, incurred in any such proceeding, lawsuit, administrative action, or investigation.

17.2 Waiver of Claims. Lessor/Lessee and the Lessor/Lessee Parties shall not be liable for, and SubLessors releases Lessor/Lessee and the Lessor/Lessee Parties, from all claims for damage to person and property sustained by SubLessors, any person claiming through SubLessors, or any third party, arising at the Premises and/or from use of the Premises by a person.

17.3 Notice of Claims or Suits. SubLessors agrees to promptly notify Lessee of any claim, action, proceeding or suit instituted or threatened against the Lessor or Lessee.

17.4 Survival of Lease--The provisions of this section shall survive termination of this Lease.

18. Eminent Domain. If the Premises, or any part thereof or any estate therein, materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such complete taking or at the election of Lessee. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any 'taking of property owned by Lessee, and for moving expenses.

19. Lessor's Remedies on Default. If SubLessors defaults in the payment of rent 'or defaults in the performance of any of the other covenants or conditions hereof, Lessee may give SubLessors notice of such default and if SubLessors does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if SubLessors does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessee may terminate this Lease on not less than thirty (30) days' notice to SubLessors. On the date specified in such notice the term of this Lease shall terminate, and SubLessors shall then quit and surrender the Premises to Lessor, without extinguishing SubLessors' liability. If this Lease shall have been so terminated by Lessee, Lessee may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

20. Attorney's Fees. In the event that any legal action should be brought in connection with this Lease by either party, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such action, including a sum for reasonable attorneys' fees.

21. Waiver. No failure of SubLessors to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth hereinbelow by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery ( as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopied. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To SubLessor: Coachella Valley Soccer League  
51544 Cesar Chavez St. Ste. 1H, Coachella CA 92236  
Coachella Youth Sports Association Soccer  
PO Box 1323, Coachella, CA 92236

To Lessee: City of Coachella  
Attn: Maritza Martinez, Public Works Director  
53990 Enterprise Way  
Coachella, CA 92236

23. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

24. Time of Essence. Time is of the essence of this Lease.

25. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

26. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

27. Representations. Lessee makes no representation that the use for the Premises proposed by SubLessors as set forth in Section 8, above, is a use allowed under any local, state or federal ordinance, law or regulation. Lessee accepts the Premises "as-is, where-is and with all faults" without any warranty or representation as to the zoning of the Premises or its condition of fitness for the use intended by Lessee."

28. Operation of Premises. SubLessors agrees to manage and control the operation of the Premises so as not to interfere with conduct of business by Lessor.

[SIGNATURE PROVISIONS ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

**LESSEE:**

**CITY OF COACHELLA**

\_\_\_\_\_  
City Manager

**SUBLESSORS:**

**COACHELLA VALLEY SOCCER LEAGUE**

\_\_\_\_\_  
  
\_\_\_\_\_

**COACHELLA YOUTH SPORTS ASSOCIATION SOCCER**

\_\_\_\_\_

**EXHIBIT "A"**  
**SHEET 1 OF 3**

LEGAL DESCRIPTION OF LESSOR'S REAL PROPERTY

THE LESSOR'S REAL PROPERTY REFERRED TO HEREIN IS A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT 2004-08, RECORDED OCTOBER 28, 2004 AS INSTRUMENT NO. 2004-856530, BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 8 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN, CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 8: THENCE ALONG THE E'LY QUARTER SECTION LINE OF SAID SECTION 8, NORTH 88°51'33" EAST, 1,332.15 FEET TO THE E'LY 1/16 SECTION LINE OF SECTION 8 AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00° 24'00" EAST, 512.19 FEET TO THE S'LY TRACT BOUNDARY OF TRACT MAP 31533-3 RECORDED IN BOOK OF MAPS 389 ON PAGES 29 THROUGH 32, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE SOUTH 88° 51'33" WEST, 747.54 FEET;

THENCE ALONG A TANGENT 256.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH AN INTERNAL ANGLE OF 85° 47'40" A DISTANCE OF 383.33 FEET;

THENCE ALONG A TANGENT 344.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH AN INTERNAL ANGLE OF 31° 14'40" A DISTANCE OF 187.59 FEET;

THENCE SOUTH 08° 02'16" EAST, 37.75 FEET;

THENCE ALONG A NON-TANGENT 275.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE AT THIS POINT BEARS SOUTH 29° 20'32" WEST, THROUGH AN INTERNAL ANGLE OF 30° 28'59" AND A DISTANCE OF 146.31 FEET;

THENCE NORTH 88° 51'33", 756.30 FEET;

THENCE ALONG A TANGENT 100.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH AN INTERNAL ANGLE OF 17° 35'56" A DISTANCE OF 30.72 FEET;

**EXHIBIT "A"**  
**SHEET 2 OF 3**

THENCE NORTH  $71^{\circ} 15'33''$ , 50.00 FEET;

THENCE ALONG A TANGENT 47.00 FEET RADIUS CURVE CONCAVE TO THE  
SOUTHWEST THROUGH AN INTERNAL ANGLE OF  $107^{\circ} 36'00''$  A DISTANCE  
OF 88.26 FEET;

THENCE NORTH  $88^{\circ} 51'33''$  EAST, 12.48 FEET ALONG THE E'LY QUARTER  
SECTION LINE OF SAID SECTION 8 TO THE E'LY 1/16 SECTION LINE OF SAID  
SECTION 8 AND THE TRUE POINT OF BEGINNING.

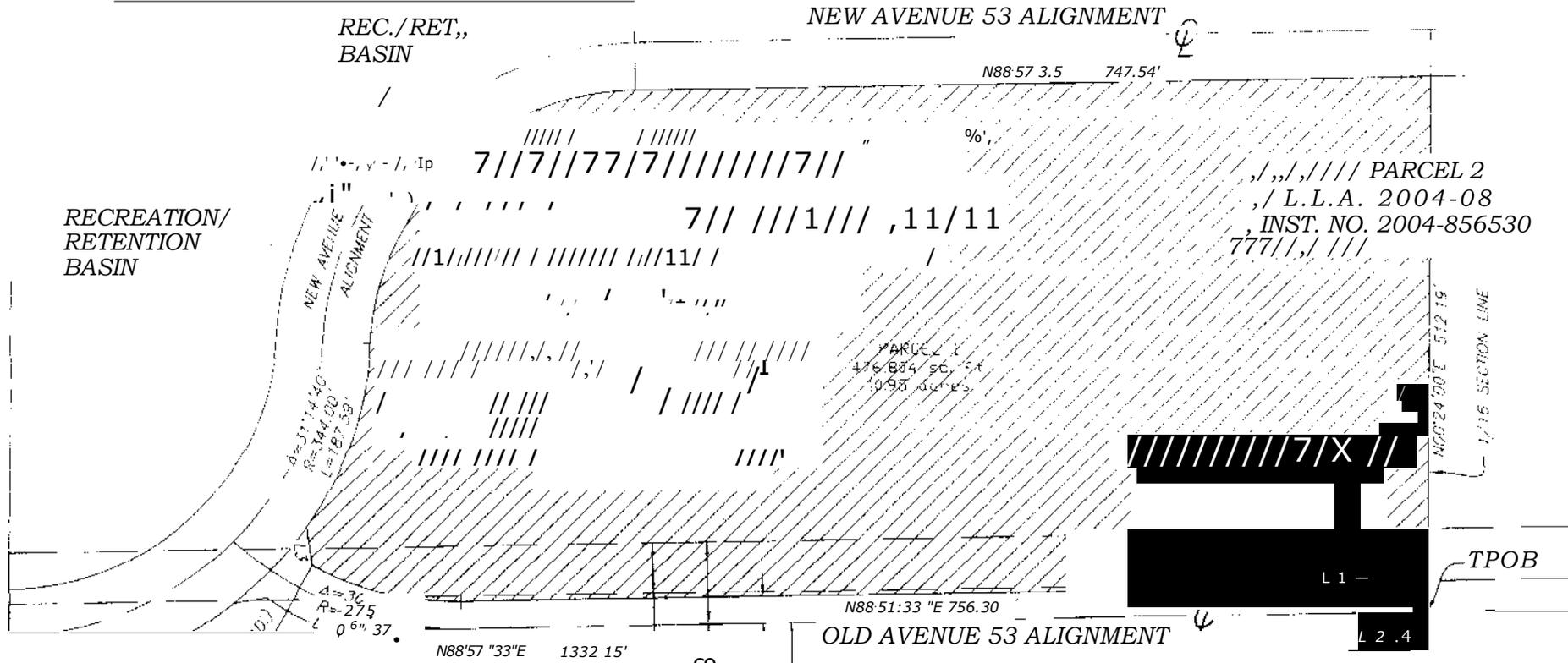
SAID PARCEL CONTAINS 476, 804 SQUARE FEET (10.95 ACRES), MORE OR  
LESS.

AS SHOWN ON EXHIBIT "A" SHEET 3 OF 3 ATTACHED HERETO AND MADE A  
PART HEREOF.

**EXHIBIT "A"**  
**SHEET 3 OF 3**

TRACT MAP 31533-3  
MB 389 / PG 29-32

Item 10.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°15'33"E	50.00'
L2	N88°51'33"E	12.48'
L3	S08°02'16"E	37.75'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1735°56"	100.00'	30.72'
C2	10736°00"	47.00'	88.26'

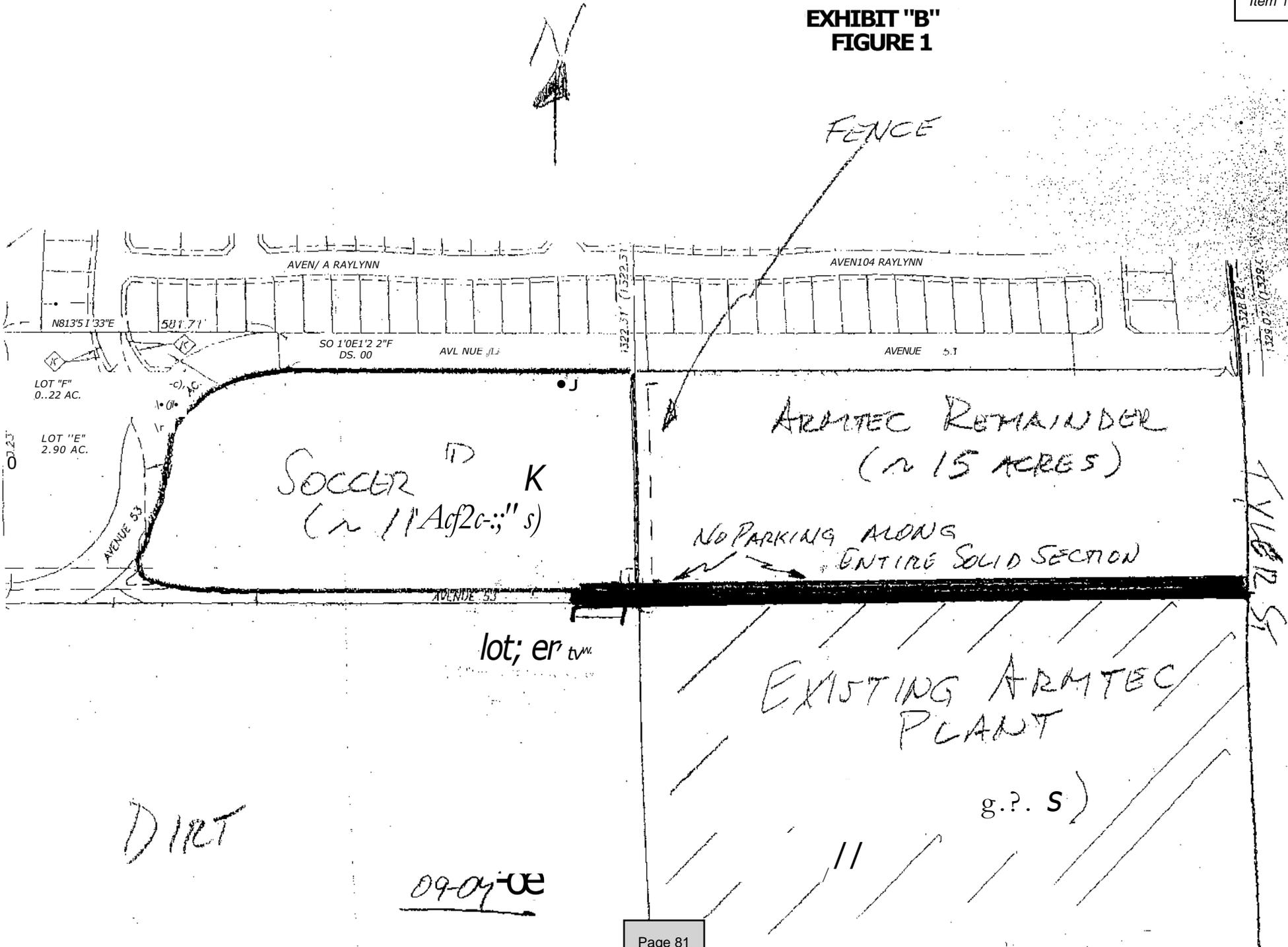


**EXHIBIT "B"****Conditions for Use of Armtec Property for City Park and Soccer Fields**

1. Porta Potties — No 'porta potties' or similar sanitary equipment or facility shall be located within 300 feet of the SE corner of the leased property.
2. Parking - Parking along Avenue 53 is prohibited as marked on the attached Figure
3. Maintenance—SubLessors ensure that all soccer fields are properly maintained and kept in good operating condition.
4. Grass quality for all soccer fields—Sublessors ensure that field grass coverage is kept at a quality level,
5. Field 1 & 2 are the furthest west fields and Field 3 & 4 are the fields furthest east and closest to the fence line



EXHIBIT "B"  
FIGURE 1





**STAFF REPORT**  
**2/23/2022**

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

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

**SUBJECT:** Authorize the City Manager to execute a Professional Services Agreement with TKE Engineering, Inc. for Professional Engineering Consultant Services.

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with TKE Engineering, Inc. for reoccurring, as needed, professional engineering consultant services.

**BACKGROUND:**

Due to expected staff shortages in the near future, the Engineering Department is seeking as needed professional engineering services. Services shall include engineering support services, for analyzing reports, plans, and engineering studies, as well as project administration and management. Staff is requesting a contract with TKE Engineering, Inc. due to their current involvement in plan checking and their previous experience in on call engineering with the City of Coachella.

**DISCUSSION/ANALYSIS:**

Attached to this staff report is a draft Professional Services Agreements for TKE Engineering, Inc., to provide as needed professional engineering consultant services for a term of 1 year. TKE currently provides plan check services and will continue to provide that work under a separate Purchase Order. TKE Engineering, Inc is uniquely qualified to provide their services with a knowledge base of the current and ongoing projects and a familiarity with City operation processes. The Engineering division has requested hourly rates for Engineering Technician, Associate Engineering and Senior Engineering services that may be utilized as needed to assist staff with maintaining compliance and production for existing and future Capital Improvement Projects and private development engineering services.

**ALTERNATIVES:**

1. Authorize the City Manager to execute Professional Services Agreements with TKE Engineering, Inc..
2. Continue this item and provide staff direction.

**FISCAL IMPACT:**

The fiscal impact of this action cannot be directly determined. Engineering services from the engineering consultants will be secured on an as needed basis based on the fee schedule provided in the PSA. Costs will be paid from City Council approved appropriations either through the approved annual budget or through specific appropriation action.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 as noted above.

Attachment:

1. Professional Services Agreement (PSA) with TKE, Engineering, Inc.

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT  
FOR REOCCURRING AS NEEDED SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 24th day of February, 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, Coachella, California 92236, County of Riverside, State of California ("City") and TKE Engineering Inc. with its principal place of business at 2305 Chicago Avenue, Riverside, California ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

City desires to engage Consultant to render such professional services for the current engineering capital improvement plan, engineering consultation for private development projects, review of plans and studies, compliance documentation and engineering consultant services 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"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1st, 2022 to March 1st, 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 the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

### 3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. 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.

3.3.5 City's Representative. The City hereby designates Andrew Simmons, City Engineer, 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 Terry Renner, Senior Vice President 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. 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. 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: TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA 92507  
ATTN: Terry Renner

City: City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236  
ATTN: Andrew Simmons, City Engineer

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:

- 3.7.22.1 Amendment(s)
- 3.7.22.2 This Agreement
- 3.7.22.3 Task Orders

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR REOCCURRING AS NEEDED SERVICES BETWEEN THE CITY OF COACHELLA AND RG Planning Consultants**

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

**CITY OF COACHELLA**

**TKE Engineering, Inc.**

*Approved By:*

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

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

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

*Approved as to Form:*

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

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

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

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

*Attested By:*

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

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

**EXHIBIT "A"  
SCOPE OF SERVICES**

**Provide staff augmentation including reoccurring, as needed, engineering consultant services on an hourly basis.**

**EXHIBIT "B"  
SAMPLE TASK ORDER FORM**

Task Order No. \_\_\_\_\_

Agreement: Professional Engineering Services with TKE Engineering, Inc.

Consultant: TKE Engineering, Inc.

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

**Completion Date:** \_\_\_\_\_

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF COACHELLA**

**TKE Engineering, Inc.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

**EXHIBIT "C"  
COMPENSATION**

For the City's consideration, we propose the following individual for the Senior Engineer as well as identified rates for Associate Engineer and Engineering Technician. Below is a breakdown of our rates.

Senior Engineer (Gabor Pakozdi)	\$135/hr.
Associate Engineer	\$125/hr.
Engineering Technician	\$85/hr.

TKE will invoice monthly in accordance with our rate schedule.



**STAFF REPORT**  
**2/23/2022**

**TO:** Honorable Mayor and City Council

**FROM:** Nathan Statham, Finance Director

**SUBJECT:** Set Cannabis Business Tax Rates and Implement a Cannabis Tax Abatement Program

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**STAFF RECOMMENDATION:**

Staff recommends that City Council adopt resolution 2022-22 setting City wide cannabis business tax rates and implementing a tax rebate structure to encourage cannabis business growth within the City.

**BACKGROUND:**

In November of 2016 City voters passed a Cannabis Tax Measure. That tax measure set maximum tax rates of 6% for all cannabis businesses and \$15 per square foot of production area for cultivation and manufacturing businesses. City Council entered into a development agreement in July of 2017 that lead to the current tax rate structure shown below:

Square Footage Tax – cultivation and manufacturing 20,000 sq. ft. or less \$15 per square foot of production area annually and

Gross Receipts Tax –cultivation 4%, retail 6%, manufacturing 2%, distribution 2%, testing 1%.

This structure resulted in roughly \$1.9 million in cannabis business tax collections in fiscal year 2021.

**DISCUSSION/ANALYSIS:**

The current tax rate structure was implemented for a newly legalized, rapidly evolving industry. City Council reviewed the current tax rates and structure and compared them to other Coachella Valley Cities at a study session on January 31, 2022. Comparisons with other Coachella Valley Cities and input from the cannabis business community pointed out some disparities in the City's current cannabis tax rates. Council also reviewed tax related mechanisms to encourage growth in the cannabis business sector in the City through lower tax rates and incentive programs.

The rate comparison between the City of Coachella and other valley cities is shown below:

	Coachella*	Valley Cities **
Cultivation	5%	1.5%
Retail	6%	10%
Manufacturing	2%	1%
Distribution	2%	0%
Testing	1%	0%

\* Includes square footage component as part of percent of gross receipts for cultivation.

\*\*Represents the average percentage of gross sales for Palm Desert, Palm Springs, Cathedral City and Desert Hot Springs.

The proposed tax rate structure would bring the City in line with other Coachella Valley Cities by eliminating the square footage tax for cultivation and manufacturing, eliminating the distribution and testing taxes and lowering the cultivation tax rate.

The proposed tax rates and structure is:

- Cultivation - set to 4% of gross receipts in 2022
- set to 3% of gross receipts in 2023
- set to 2% of gross receipts in 2024 provided tax revenues meet 2021 levels

Retail – set to 6% of gross receipts

Manufacturing – set to 2% of gross receipts

The City has found it advantageous to offer lower tax rates in certain instances to encourage cannabis businesses to locate in the City. This has been done through conditions in entitlement process documents. It would be more advantageous to the City to have a formalized process in place to encourage new or expansionary development in the City. The basis of such agreements should be overall benefit to the City.

The recommended tax abatement program would allow the City to determine if a business provides an economic benefit to the City and only rebate tax revenues if those benefits actually occur. The program would be structured to allow for up to a 50% rebate of collected taxes in the first two years of operations provided employment and/or sales levels collectively determined to provide a benefit to the City are met. Having a formalized program in place would provide a procedural means for new development to bring proposals for tax advantages that exceed the standard program guidelines to City Council for consideration.

**FISCAL IMPACT:**

The propose tax rate reductions for 2022 and 2023 would reduce tax revenues by \$245,000 per year if the tax base remains unchanged (no increases in sales for existing businesses and no new businesses open). The City expects increases in sales and new businesses based on current market conditions and developer activity. Increased business activity in the City is expected to largely offset the reduction in current tax rates. This presumes a continued favorable economic outlook.

The proposed tax rate reductions for tax year 2024 would reduce tax revenues by \$245,000, but would only take effect if overall cultivation tax levels have recovered to at least tax year 2021 levels. This would ensure that no decrease in rate occurs unless the City has tax revenues in place.

Tax abatements would have no fiscal impact in that the applicable revenues would be new revenues to the City. While the lower tax rate would bring in less tax revenue than would be generated without the tax abatement, it is less likely that the business would locate within the City without the tax abatement.

**ALTERNATIVES:**

1. Approve resolutions 2022-22 as recommended.
2. Refer the matter back to City staff for further analysis or the development of alternative tax rates and structures.
3. Modify individual rates and criteria within the proposed tax structure and approve resolution 2022-22 as amended.

**ATTACHMENTS:**

1. Resolution 2022-22

**RESOLUTION NO. 2022-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COACHELLA, CALIFORNIA, SETTING CANNABIS  
BUSINESS TAX RATES**

**WHEREAS**, on January 27, 2016 the Coachella City Council (“City Council”) of Coachella (“City”) approved Ordinance 1083 allowing for commercial cannabis related land-uses including indoor cultivation, manufacturing, testing, and distribution; and,

**WHEREAS**, on July 27, 2016 the City Council at a regularly held City Council meeting adopted Resolution No. 2016-36 calling for the placement of a General Tax Measure on the ballot for the November 8, 2016 General Municipal Election for the submission to qualified voters of a proposed ordinance establishing a tax on cannabis businesses operating within the City of Coachella (“Cannabis Tax Measure”); and,

**WHEREAS**, the Cannabis Tax Measure passed by a majority vote of the People on November 8, 2016; and,

**WHEREAS**, the Cannabis Tax Measure added Chapter 4.31 *Cannabis/Marijuana Business Tax* to the City of Coachella Municipal Code (“Municipal Code”); and,

**WHEREAS**, Municipal Code Chapter 4.31 provides that tax rates can be set at a maximum of (1) fifteen dollars (\$15) per square foot of space utilized in connection with cannabis cultivation and manufacturing businesses, and (2) six (6) cents for each \$1.00 of gross receipts, or a fractional part thereof, for retail and wholesale cannabis businesses; and,

**WHEREAS**, as allowed by Proposition 218, Municipal Code Chapter 4.31 further provides that the City Council may impose the tax detailed above at a lower rate without a vote of the People; and,

**WHEREAS**, on February 14, 2018, the City Council approved Ordinance No. 1114 allowing for retail cannabis related uses, including delivery, within the City; and,

**WHEREAS**, the City has implemented a cannabis business tax rate structure based on development agreements; and,

**WHEREAS**, on December 8, 2021, the City Council approved Ordinance 1188 allowing for outdoor cannabis cultivation; and,

**WHEREAS**, on January 31, 2022, the City Council held a study session to examine the current cannabis business tax rates and structure; and,

**WHEREAS**, the City Council now wishes to set the tax rates for cannabis businesses operating within the City by Resolution.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coachella, as follows:**

**SECTION 1. Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. Cannabis Business Tax Rates.** Pursuant to Sections 4.31.010 and 4.31.050 of the Coachella Municipal Code, the City Council of the City of Coachella hereby sets the tax rates for cannabis businesses as follows:

- A. Cultivation (indoor & outdoor) – annually zero dollars (\$0) per square foot of space utilized in connection with cannabis cultivation businesses and:
  - i. \$0.04 per dollar of gross receipts for reporting periods beginning January 1, 2022 (Quarter 1, 2022);
  - ii. \$0.03 per dollar of gross receipts for reporting periods beginning January 1, 2023 (Quarter 1, 2023);
  - iii. \$0.02 per dollar of gross receipts for reporting periods beginning January 1, 2024 (Quarter 1, 2024) provided that overall cultivation tax collections have not decreased from 2021 tax year levels. Should this rate not go into effect in tax year 2024, it will go into effect in the first tax year where the preceding tax year cultivation tax collections meet or exceed the tax year 2021 collection amount.
- B. Retail - six cents (\$0.06) for each \$1.00 of gross receipts;
- C. Manufacturing – annually zero dollars (\$0) per square foot of space utilized in connection with cannabis cultivation businesses and \$0.02 per dollar of gross receipts;
- D. Distribution - zero cents (\$0.00) for each \$1.00 of gross receipts; and
- E. Testing - zero cents (\$0.00) for each \$1.00 of gross receipts.

**SECTION 3. Tax Abatement Agreements.** In an effort to entice new cannabis business within the City, the Council authorizes a tax abatement program. The City Manager, Finance Director or designee is hereby authorized to implement an administrative process for tax abatements. Existing agreements with varied tax rates will be considered tax abatements under this program. Standard abatement parameters will be for the first two years of operations beginning from the date the establishment or significant expansion first fully opens for business. The maximum allowed abatement is 50% of the calculated taxes to be refunded provided established abatement requirements are met. Abatement requirements will be established for minimum employment and/or sales levels considered beneficial to the City as determined based on an analysis provided by the finance department of the specific business requesting the abatement. If

sufficient economic benefit to the City does not exist, an abatement will not be granted or furthered to the City Council. Any abatement request exceeding 50% of the taxes due or a term of two years will require City Council approval.

**SECTION 4. CEQA.** The City Council hereby FINDS and DETERMINES that this Resolution relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

**SECTION 5. Severability.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

**SECTION 6. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of February, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022-22 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 23<sup>rd</sup> day of February, 2022 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**2/23/2022**

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

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

**SUBJECT:** Consideration to Appoint One Coachella Resident to fill One Planning Commission Vacancy

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**STAFF RECOMMENDATION:**

Staff recommends that the Mayor and City Council appoint one Planning Commissioner to fill a vacancy in the Planning Commission, attached to this staff report, or from any other qualifying Coachella resident.

**BACKGROUND:**

The Coachella Planning Commission is made up of five members and one alternative member, who are appointed to 4-year terms that are staggered. Accordingly, every two years, three commissioners must be newly appointed. The Coachella Municipal Code 2.26.020 (D), states that in an event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced. There is no individual council member nomination for the Alternate Planning Commissioner.

**DISCUSSION/ANALYSIS:**

On December 8, 2021, the City Council appointed and approved Planning Commissioner Miguel Leal from his previous Alternate Planning Commissioner position to fill the Planning Commissioner vacancy of Sahara Huazano, resulting in a vacancy of the Alternate Commissioner position. The deadline for applications to fill the Alternate Planning Commissioner vacancy closed on Monday, February 14, 2022 and one application was received to fill the current vacancy. The individual appointed for the vacancy will serve the remaining term until November 1, 2022.

Accordingly, the City Council has the following options to approve a vacancy in the Planning Commission.

- 1) Appoint one (1) member to serve the remaining term until November 2022.
- 2) Continue this item and provide staff direction.

**FISCAL IMPACT:**

There are no direct fiscal impacts by appointment of Planning Commissioners on the adopted budget for Fiscal Year 2021/2022.

**RECOMMENDED ALTERNATIVE(S):**

There are no direct fiscal impacts by appointment of Planning Commissioners on the adopted budget for Fiscal Year 2021/2022.

Attachments: Applications Received

- Ventura Gutierrez



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

Application deadline is **6:00 p.m.** on **Monday, February 14, 2022**  
Application must be received by the deadline in order to be considered

NAME: Ventura Gotierrez

ADDRESS: 52-754 Calle Avila, Coachella

TELEPHONE: ~~760~~-442-270-4522 E-MAIL: asambleanam52@live.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella.  
Members may only serve on one commission/committee.

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

### PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Because I have lived in Coachella since 8-8-50. I previously served on the Commission as a member and also as President of the Commission

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

Protecting and expanding the City's sphere of influence, developing the City's infrastructure east of Hwy 111, Economic Development and incorporating the gate-line Cochran airport into the City.

3. What special qualities can you bring to the Commission?

My personal experience relative to the needs of the City, being with the original neighborhoods of Coachella. And I helped develop the Old Town Development Project

4. Do you have any questions or comments about the Commission's structure or functions?

No, but I feel the Commission could be a bit more pro-active. And I meant it in a positive way.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

None

  
Signature

  
Date

**Note:** Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

**PLEASE RETURN THIS COMPLETED APPLICATION TO:**

Andrea Carranza, Deputy City Clerk  
City of Coachella  
53-462 Enterprise Way  
Coachella, CA 92236

[acarranza@coachella.org](mailto:acarranza@coachella.org)

(Revised 01-05-2022)



**STAFF REPORT**  
**2/23/2022**

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

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

**SUBJECT:** Authorize appropriation of \$25,000 for augmenting Coachella Library Programming and Collection.

**STAFF RECOMMENDATION:**

Authorize appropriation of \$25,000 for augmenting Coachella Library Programming and Collection.

**EXECUTIVE SUMMARY:**

On June 27, 2018, City Council approved a Memorandum of Understanding (MOU) between the County of Riverside and City of Coachella for library services at the new Coachella Library located at 1500 Sixth Street. The MOU identifies that the County will operate the Coachella Library for forty (40) hours each week at no cost to the City. Additionally, the MOU identifies that the City provides for all utility expenses and building maintenance needs for the facility.

Outside of the annual facility costs, additional funding has not been appropriated for library programming. Recently, the City received an appropriations request from County library staff requesting the City consider funding library programming. The request was for \$25,000 for the following programs/hard costs: 1) youth programming (arts and crafts, story times, special events, etc.), 2) increasing the Spanish and Young Adult collection and 3) hard costs for youth furniture pieces. The Coachella Library patronage numbers since October 2021 are some of highest in the Riverside County Library System Coachella Valley based branches. Some local cities contribute to County operated library programming and staff is recommending consideration of the requested program funds (\$25,000). Providing the additional monetary support to library programming will allow the Coachella Library to continue to grow and sustain the Coachella Library's patronage numbers.

**FINANCIAL IMPACT:**

The recommended action will appropriate \$25,000 from unallocated general fund reserves to Library Programming.

Attachment: Library Donation Proposal

Coachella Library: Crafts n' Cuentos Program  
City of Coachella  
Donation Proposal  
February 2022

Proposed by:  
Denise Lopez Gomez  
Coachella Library  
Branch Manager In

The Coachella Library sits in the heart of the City of Coachella. Operated by the Riverside County Library Systems, the Libraries' vision is to enhance the quality of life in our communities.

#### Mission Statement:

Acknowledging the cultural diversity of our communities, the Riverside County Library System, in partnership with these communities, provides lifelong learning opportunities through equal access to informational, recreational, and educational materials.

#### Proposed Project Summary:

The Coachella Library like many other non-profit institutions has been hit hard by the current pandemic we have all been subjected to. Keeping children engaged in reading and learning has always been a challenge, but this year, the challenge has doubled. Children need a full sensory experience when it comes to learning and appreciation of books. Not being able to physically come and select books from our collection, for their enjoyment, has meant that we needed to be even more creative to keep them engaged and still, loving reading and learning.

We as the Coachella Library Team, have come up with a strategy that is helping us keep the children engaged in their reading and enthusiastic about learning. We started to use a pairing system, where the weekly Storytime is paired with a craft that reflects that week's learning objectives. In the short amount of time that we have been offering this program, "Crafts n' Cuentos", we have come to find that children are enthusiastic again about the learning process.

The project that we have named "Crafts n' Cuentos" main purpose is to keep engaging children in reading and taking advantage of local services that are offered to the community at no cost.

We would like to expand the program; however, we lack the funding for it.

The City of Coachella, being mostly a Latino, serves a very large Spanish-only community. The funding that we are seeking, would be used to expand our current Spanish book selection, as well as provide funding for the hundreds of crafts that are going out every month. We need to show the community that a library is an informational tool that is available to them at no cost. We are a resource that they should be relying on.

#### Project Work Plan:

In the short amount of time that I have been with Coachella Library, we have been working tirelessly as a team to spread the word that we are here and that we need help. The library has already begun to send out donation letter requests to many of the businesses in the local area.

This is a community project therefore we feel that the community should be more involved.

The fundraising efforts will continue throughout the year in hopes that we raise enough money to keep this program going. This will be an ongoing process of providing children the services that are needed to keep their focus on reading.

## Project Budget and Cost:

<b>Crafts n' Cuentos Project Budget 2022</b>			
<b>New Books for Collection</b>			
Qty	Item	Cost (Avg)	Total Cost
30	Spanish Board Books	\$15.00	\$600.00
25	Spanish ER Books (Easy Reader)	\$15.00	\$500.00
25	Spanish EZ Books	\$20.00	\$600.00
25	Spanish Juvenile Fiction Books	\$25.00	\$750.00
25	Spanish Juvenile Non- Fiction	\$25.00	\$750.00
20	Spanish Adult Fiction	\$25.00	\$600.00
20	Spanish Adult Non- Fiction	\$30.00	\$700.00
200	Manga Series – YA- Young Adult	\$25.00	\$6500.00
	<b>Book Total</b>		<b>\$11000.00</b>
	<b>Craft Supplies</b>		
1	Variety of Arts & Crafts Materials	\$5.00	\$6000.00
	<b>Tables and Chairs</b>		
36	Kids Chairs	\$46.99	\$2000.00
6	Kids Height Tables	\$250.99	\$2000.00
1	Kids Area Rug	\$899.99	\$1000.00
1	Incentives		\$3000.00
	<b>Incentives</b>		
	<b>Tables and Chairs Total</b>		<b>2000</b>
	<b>Book Total</b>		<b>11000</b>
	<b>Craft Total</b>		<b>6000</b>
	<b>Grand Total</b>		<b>25000.00</b>

With the items listed above, this is enough to make anywhere from 1500-2000 take-home crafts, depending on the materials used, etc. This would be enough raw materials to last us about 6 months. Some of the raw materials will be provided by the library.

Since the programs inception, we have already added 130 more children to the library family.

The programs that we offer are diverse in nature and involve the entire families. With participation increasing every week, we need additional furniture to accommodate for everyone.

On the budget plan above, you will see that we need additional seating and tables for the children to have access to a safe work surface. We are constantly coming up with new ways to engage children and these materials would be used help us offer a large variety of them that will make children fall in love with reading and the library again.

Outreach has been mostly word of mouth, digital flyers on all social media platforms, printed flyers, and signage posted all over the branch.

#### Other funding sources:

The Library has already sent out donation letters to local businesses in search of supply or monetary contributions. So far, we have only received supply donation from a local bakery that are donating their empty egg cartons that are saving us \$14.99 for every 30 donated. Other businesses have donated paper and office supplies that has already been put to good use.

#### Thank you:

I would like to thank you for taking the time to look over this proposal. The Coachella Library has gone thru a lot of changes in the past couple of months. Positive changes that are making the Library more appealing with diverse programming for the entire family. We are striving to be a gathering place for people of all walks of life. Kids want to come in and do homework and have fun with their friends, families want to come in and participate in programs that are safe, fun and most importantly free. Teens want to have a cool, clean place they can hang out to read or play and lastly, local entrepreneurs, businessmen, love the library as a place to host meeting and conference calls. We are the place to be, and with your help, we can ensure that the Coachella Library continues on this path of growth and development.