



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 09, 2022
6:00 PM Regular Meeting

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

Note: There will be no-in person public access to the meeting location.

If you would like to attend the meeting via Zoom, here is the link:

<https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09>

Or One tap mobile : 16699006833,,88457271898#,,, *606140#

Or Telephone:

US: +1 669 900 6833

Webinar ID: 884 5727 1898

Passcode: 606140

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

- Public comments may be received **either 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. 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, 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. 2022-09, 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 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.

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 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.)

7. Voucher Listing — EFT's/FY 2021-22 Expenditures as of February 9, 2022, \$1,997,161.52.
8. Approve Ordinance 1192 Amending Chapter 8.44 of the City Municipal Code regarding Solid Waste Collection (*Second Reading*).
9. Adopt 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. Adopt Resolution No. 2022-15 Approving the Funding of a Code Enforcement Officer

11. Approve Resolution No. 2022-17 Approving the Creation and Funding for a Full-Time Senior Center Operator Position
12. Adopt 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. Approve vehicle leases for FY 2021/22 with Enterprise Fleet Management Inc.
 - Approve vehicle surplus listing and replacement for 2021/2022.
 - Authorize the City Manager to approve the Lease Rate Quotes for: eight (8) Ford F-150 units, one (1) Ford Escape and two (2) Ford Explorers from Enterprise Fleet Management, Inc.
 - 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

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.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

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

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

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2022-09 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. 2022-09

RESOLUTION NO. 2022-09

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 9th 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. 2022-09 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

January 26, 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 6:01 p.m. by Mayor Hernandez.

ROLL CALL:

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

City Treasurer Aviles, and City Clerk Zepeda

Absent: Councilmember Beaman Jacinto.

With congratulations, it was announced that Councilmember Beaman Jacinto recently had a baby and is now out on maternity leave.

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. 2022-04, a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Gonzalez

Approved: 4-0, by a unanimous voice vote.

APPROVAL OF AGENDA:

City Manager Martin asked Council to remove Item #7, due to the current COVID-19 outbreak/mask mandates, and will bring back that item at a later date.

Motion: To approve the agenda as amended

Made by: Mayor Pro Tem Gonzalez
Seconded by: Councilmember Galarza
Approved: 4-0, by a unanimous voice vote.

PLEDGE OF ALLEGIANCE:

City Manager Martin led the Pledge of Allegiance.

APPROVAL OF MINUTES:

2. Regular Meeting Minutes of December 8, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
3. Special Meeting Minutes of a Coachella City Council Study Session held on December 13, 2021.

Motion: To approve the minutes as presented.

Made by: Mayor Pro Tem Gonzalez
Seconded by: Mayor Hernandez
Approved: 4-0, by a unanimous voice vote.

PROCLAMATIONS/PRESENTATIONS:

4. Presentation on Coronavirus (COVID-19) Response Efforts
5. Recognizing former Coachella Assistant Chief of Police, Lieutenant Andres "Andy" Martinez
6. Congratulating Lee Espinoza for his Induction into the West Coast Boxing Hall of Fame (*recipient was not present, item continued*)
7. *Removed during Approval of the Agenda (see page 2).*

The following presentation was taken out of order.

9. Presentation by Coachella Valley Public Cemetery District

Council resumed with the agenda at this point.

8. Landscape and Lighting Maintenance Districts (LLMD) Update

(Item 9 was taken out of order, see page 2)

10. Villa Verde Apartments Project Update Presentation

11. The Living Desert Signs of Nature Project

WRITTEN COMMUNICATIONS:

None.

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

1. Arturo Aviles

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

CONSENT CALENDAR:

12. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of January 26, 2022, \$4,969,620.39.
13. Ordinance No. 1191 updating the City's Purchasing & Procurement Ordinance (*Second Reading*) and Resolution No. 2022-03 setting purchasing and competitive procurement thresholds
14. Resolution No. 2022-02, Implementation of a Fiscal Reserve Policy
15. Resolution No. 2022-06, Initiating the Formation of Landscaping and Lighting Maintenance District No.39 (Sevilla–Tract 38084) (“LLMD 39”); and Resolution No. 2022-07, Declaring Intention to Form, Levy and Collect Assessments Commencing in Fiscal Year 2022/2023, preliminary approval of Engineer's Report and Setting Time and Place for Public Hearing to Conduct Property Owner Protest Ballot Proceedings
16. Resolution No. 2022-08 Authorizing the City of Coachella to be a Co-Applicant in the Grant Application Desert Recreation District will submit under the Regional Park Program to the California Department of Parks and Recreation Office of Grants and Local Services
17. Resolution No. 2022-12, Conditional Loan Commitment for CFD 2005-1 Special Assessments for the Coachella Village Apartments Housing Development

Public Comment: David Schuman, applicant, via Zoom

18. Resolution No. 2022-13 Authorizing the City Manager to Submit an Application to CalRecycle to Assist with the Implementation of Regulation Requirements Associated with SB 1383
19. Resolution No. WA-2022-02, a Resolution of the Board of Directors of the Coachella Water Authority Authorizing the Grant Application, Acceptance, and Execution for the Groundwater Well Project

20. Approve professional services agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2021-2022.

Public Comment: Emily Falappino, via Zoom

Item continued to next meeting.

21. Investment Report – October 2021

22. Amendment to Committee Member assignment to the Imperial Irrigation District (IID) Energy Consumers Advisory Committee (ECAC) to Appoint City Engineer Andrew Simmons.

23. Authorize Facility Use Permit fee waiver for Coachella Valley Community Tax Services.

24. Authorize the City Manager to execute Professional Services Agreements with RG Planning Consultants and Terra Nova Planning & Research for Professional Planning Consultant Services.

25. Quarterly Reports - Second Quarter FY 2021-2022

Motion: To approve per staff recommendation, Consent Calendar Items 12 through 25, with the **exception of Item 20**, which is continued to the next meeting.

Made by: Mayor Hernandez
Seconded by: Councilmember Delgado
Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

26. Introduce by first reading Ordinance No. 1192 Amending Chapter 8.44 of the City Municipal Code regarding Solid Waste Collection.

Motion: To read title only and pass to second reading.

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

27. Adopt Resolution No. 2022-01 receiving and filing the City of Coachella Development Impact Fees Annual Report 2021 pursuant to Government Code Sections 66000-66008.

Motion: To approve per staff recommendation
Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

28. Adopt Resolution Nos. WA-2022-01 and 2022-05 approving the form and authorizing the execution of an official statement and other agreements for the issuance of water revenue refunding bonds and approving additional actions related thereto

Motion: To approve per staff recommendation

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

Mayor Hernandez recused himself from the following item and stepped away at 9:31 p.m.

29. Construction Contract with Desert Concepts Construction Inc. in the amount of \$3,083,148.50 and 10% for contingency for the construction of the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 3-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto and Mayor Hernandez.

Mayor Hernandez returned to the meeting at 9:54 p.m.

30. Approve Lease Agreement with Coachella General for the City owned former Chamber of Commerce Building located at 1258 Sixth Street in the Downtown Pueblo Viejo District

Public Comment: Teddy Lee, applicant, via Zoom
Steve Garcia, applicant, via Zoom

Motion: To approve per staff recommendation

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 4-0, by the following roll call vote:

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

31. Authorize City Manager to execute a letter agreement with Zambelli Fireworks for a special event pyrotechnic program for the City’s 2022 Fourth of July program, in the amount not to exceed \$43,000.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 4-0, by the following roll call vote:

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

32. Resolution Nos. 2022-10 and 2022-11, Fountainhead Plaza:

Tentative Parcel Map 37940 (Revision), CUP 321 (modification), and AR 20-03 (modification) to develop 3.1 acres of an 8.25 acre property for a 2,028 sq. ft. standalone Starbucks drive thru building at the northeast corner of Cesar Chavez Street and First Street (APN# 778-020-007 and 778-010-017). Applicant: Coachella Retail Realty Associates, LP.

Public Comment: Francis Chu, applicant, via Zoom

Continued on next page.

(Item 32, Resolution Nos. 2022-10 and 2022-11, continued from previous page.)

Mayor Hernandez opened the Public Hearing for Item 32 at 10:57 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 32 at 10:58 p.m.

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Gonzalez

Seconded by: Mayor Hernandez

Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

SUCCESSOR AGENCY:

33. Resolution No. SA-2022-01, Approving the Recognized Obligation Payment Schedule (ROPS) 22-23 for the Successor Agency to the former Coachella Redevelopment Agency.

Motion: To approve per staff recommendation

Made by: Chair Hernandez

Seconded by: Vice Chair Gonzalez

Approved: 4-0, by the following roll call vote:

AYES: Agency Member Delgado, Agency Member Galarza, Chair Gonzalez, and Chair Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: Agency Member Beaman Jacinto.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 3). There were no further comments at this time.

REPORTS AND REQUESTS:

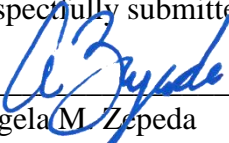
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 11:04 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk



MINUTES

OF A SPECIAL MEETING
COACHELLA CITY COUNCIL
STUDY SESSION

January 31, 2022
6:00 PM

CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 6:04 p.m.

ATTENDANCE:

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

Absent: Councilmember Galarza; and
City Treasurer Aviles, and City Clerk Angela Zepeda.

Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.

STUDY SESSION ITEMS:

1. Coachella Cannabis Program:
 - a. Taxation
 - b. Entitlement/CUP Process
 - c. Social Equity Program
 - d. Round 3 Retail Business Process

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

ADJOURNMENT:

There being no further business, the meeting concluded at 7:22 p.m.

Respectfully submitted,



Andrea J. Carranza, MMC
Deputy City Clerk

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, the Augustine Band of Cahuilla Indians created Temalpakh Farm to grow healthy, organic food for its neighboring communities; and

WHEREAS, former Tribal Chairperson Mary Ann Martin began the project nearly a decade ago and Martin’s daughter, current Tribal Chairperson Amanda Vance, will see her mother’s dream come to fruition; and

WHEREAS, opening the market at Temalpakh Farm — meaning “from the earth” in Cahuilla — was a long-anticipated project to complement the roughly 50-acre organic farm at the Coachella reservation; and

WHEREAS, the Augustine Band of Cahuilla Indians held their Temalpakh Farm Market’s Grand Opening on January 18, 2022; and

WHEREAS, visitors to the market may purchase the produce procured from the farm as well as try the fresh-picked ingredients contained in made-to-order drinks from the smoothie bar; and

WHEREAS, a classroom to learn about the culture and history of the tribe and organic farming will soon be available to local educational outlets; and

WHEREAS, Temalpakh Farm Market is the latest addition to the reservation, which includes Augustine Casino, the Augustine Gaming Commission and a three-megawatt solar field run by the Augustine tribal entity.

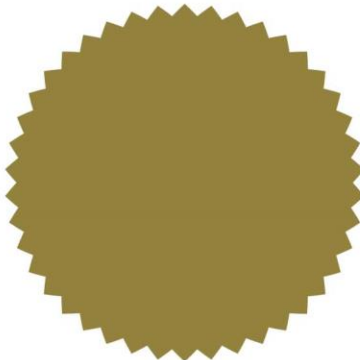
NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby congratulate the Augustine Band of Cahuilla Indians on the grand opening of their

Temalpakh Farm Market

and urge all citizens of the City of Coachella to recognize and support this new market in our community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 9th day of February 2022.

Steven A. Hernandez, Mayor
City of Coachella, California



Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
554	12/16/2021	48066 US BANK	Sta 11/26/21	11/26/2021	ACC XXXX-XXXX-XXXX-0925,	12,390.71	12,390.71
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							12,390.71

1 checks in this report.

Grand Total All Checks: 12,390.71

Date: December 16, 2021



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -SEPAR

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
542	1/27/2022	53291	ANGENIOUS ENGINEERING	19-07A-014	12/31/2021	PE12/31 AVE 50 BRIDGE	81,678.46
				19-03-032	12/31/2021	PE12/31 DILLON RD BRIDGE	18,768.75
				19-07B-010	12/31/2021	PE12/31 SR-86/AVE50 INTERCHA	1,155.00
544	1/27/2022	43462	BEST BEST & KRIEGER, LLP	920619	11/17/2021	PE10/31, #80237, GENERAL RET/	32,689.96
				922885	12/6/2021	PE11/30, #80237, GENERAL RET/	32,642.24
				920604	11/17/2021	PE10/31, #80237.00445, DESERT	5,497.80
				922887	12/6/2021	PE11/30, #80237.00844, CHROMII	5,447.80
				920609	11/17/2021	PE10/31, #80237.00844, CHROMII	3,996.45
				920607	11/17/2021	PE10/31, #80237.00450, GLENRO	2,969.40
				920620	11/17/2021	PE10/31, #80237.00873, SURPLU:	2,940.00
				922889	12/6/2021	PE11/30, #80237.00854, EMPLOY	2,867.60
				920610	11/17/2021	PE10/31, #80237.03004, AV50 PJC	2,823.80
				922893	12/6/2021	PE11/30, #80237.00872, SUCCES	2,647.50
				920618	11/17/2021	PE10/31, #80237.00872, SUCCES	2,499.00
				920603	11/17/2021	PE10/31, #80237.00240, 52156 TF	1,700.00
				920612	11/17/2021	PE10/31, #80237.00851, GLENRO	1,675.80
				920616	11/17/2021	PE10/31, #80237.00869, AFFORD,	1,617.00
				920614	11/17/2021	PE10/31, #80237.00858, COA WTI	1,499.40
				922892	12/6/2021	PE11/30, #80237.00869, AFFORD,	1,499.40
				922904	12/6/2021	PE11/30, #80237.00819, CODE EN	1,471.64
				920600	11/17/2021	PE10/31, #80237.00237, SPOTLIG	1,470.00
				920605	11/17/2021	PE10/31, #80237.00840, CANNAB	1,311.00
				922894	12/6/2021	PE11/30, #80237.00873, SURPLU:	1,264.20
				922898	12/6/2021	PE11/30, #80237.00239, 52138 DC	1,206.50
				922902	12/6/2021	PE11/30, #80237.00450, GLENRO	1,205.40
				922895	12/6/2021	PE11/30, #80237.03004, AV50 PJC	899.70
				920601	11/17/2021	PE10/31, #80237.00238, CHRISTC	888.80
				922900	12/6/2021	PE11/30, #80237.00445, DESERT	882.00
				922897	12/6/2021	PE11/30, #80237.00237, SPOTLIG	823.20
				920606	11/17/2021	PE10/31, #80237.00447, ADV. CAS	730.50
				922901	12/6/2021	PE11/30, #80237.00447, ADV. CAS	642.70
				920608	11/17/2021	PE10/31, #80237.00810, LABOR/E	617.40
				922896	12/6/2021	PE11/30, #80237.00211, GEN COI	535.20
				922886	12/6/2021	PE11/30, #80237.00820, ENVIRON	513.10

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			922888	12/6/2021	PE11/30, #80237.00851, GLEN	499.80	
			920611	11/17/2021	PE10/31, #80237.00819, CODE	476.36	
			920613	11/17/2021	PE10/31, #80237.00857, RENE	323.40	
			922891	12/6/2021	PE11/30, #80237.00868, TRAV	267.16	
			920617	11/17/2021	PE10/31, #80237.00871, LIGH	241.00	
			922890	12/6/2021	PE11/30, #80237.00858, COA \	235.20	
			920615	11/17/2021	PE10/31, #80237.00868, TRAV	219.30	
			922899	12/6/2021	PE11/30, #80237.00240, 52156	144.60	
			920602	11/17/2021	PE10/31, #80237.00239, 52138	120.50	
			920599	11/17/2021	PE10/31, #80237.00232, 52156	97.80	
			922903	12/6/2021	PE11/30, #80237.00810, LABO	88.20	122,187.81
545	1/27/2022	02320 CALPERS	1000000166830	1/14/2022	#6373819375, FEB2022 HEAL	92,601.41	
			1000000166830	1/14/2022	#6373819375, FEB2022 HEAL	12,378.86	104,980.27
546	1/27/2022	02167 MICHAEL BAKER INTERNATIC	1134955	12/14/2021	PE11/28 AVE50/I-10 INTERCH,	2,596.00	2,596.00
547	1/27/2022	26950 MUNICODE	00368674	1/6/2022	2022 ONLINE HOSTING RENE	900.00	900.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							332,266.29

Bank : wfb WELLS FARGO BANK

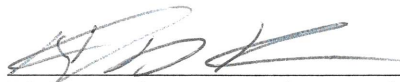
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112682	1/27/2022	53627	CANNON PARKIN, INC.	214189	12/31/2021	PE12/31 FIRE STATION REHA	1,832.00	1,832.00
112683	1/27/2022	08330	CITY OF INDIO	1417	1/10/2022	SIGNAL MOD. @ AVE 48/CALF	5,985.00	5,985.00
112684	1/27/2022	11800	COUNTY OF RIVERSIDE	AN0000002382	1/19/2022	DEC2021 ANL SHLTR+FIELD+	26,553.04	26,553.04
112685	1/27/2022	09650	CVAG	CV 22107-21	1/7/2022	1ST QTR- FY21/22 (JL-SP) AB	11,785.58	11,785.58
112686	1/27/2022	15750	FEDEX	7-629-35681	1/14/2022	JAN2022 FEDEX SVCS	97.64	97.64
112687	1/27/2022	51494	GARDA CL WEST, INC.	20511266	12/31/2021	DEC2021 EXCESS COIN BAG	10.52	
				20511258	12/31/2021	DEC2021 EXCESS PREMISE	6.05	16.57
112688	1/27/2022	53854	GRANITE TELECOMMUNICAT	547673178	1/1/2022	AC 04418223, JAN2022 SVCS	801.02	801.02
112689	1/27/2022	54388	IBARRA, PATRICK	63-2021	1/3/2022	9/18 MAYOR/COUNCIL STRAT	10,020.44	10,020.44
112690	1/27/2022	20450	IMPERIAL IRRIGATION DISTRI	50387122-DC21	1/11/2022	AC50387122, 12/2-1/4, SEWEF	41,991.85	
				50035560-DC21	1/6/2022	AC50035560, 11/30-12/29, ST I	23,795.34	
				50509172-DC21	1/10/2022	AC50509172, 12/2-1/4, CORP`	1,723.56	
				50705542-DC21	1/10/2022	AC50705542, 12/2-1/4, PERMI	1,231.20	
				50416425-DC21	1/10/2022	AC50416425, 12/3-1/4	250.28	
				50705544-DC21	1/10/2022	AC50705544, 12/2-1/4, PERMI	172.48	
				50404153-DC21	1/10/2022	AC50404153, 12/3-1/4	133.09	
				50404155-DC21	1/10/2022	AC50404155, 12/3-1/4	122.71	
				50035734-DC21	1/10/2022	AC50035734, 12/3-1/3, CVHS F	111.69	
				50734422-DC21	1/10/2022	AC50734422, 12/3-1/4	64.43	
				50217597-DC21	1/10/2022	AC50217597, 12/2-1/4	54.64	
				50035836-DC21	1/10/2022	AC50035836, 12/2-1/4, WELL #	44.76	
				50733502-DC21	1/10/2022	AC50733502, 12/3-1/4	39.58	
				50487676-DC21	1/10/2022	AC50487676, 12/2-1/4, LIFT ST	14.13	
				50516108-DC21	1/10/2022	AC50516108, 12/3-1/4	13.60	
				50404154-DC21	1/10/2022	AC50404154, 12/3-1/4	13.47	
				50527782-DC21	1/10/2022	AC50527782, 12/3-1/4	12.34	69,789.15
112691	1/27/2022	48293	KOA CORPORATION	JB92071-19	12/29/2021	PE11/28 AVE 50 PS&E	9,537.50	9,537.50
112692	1/27/2022	44047	KONICA MINOLTA BUSINESS	9008319401	1/13/2022	BIZHUB C454E, 1515 6TH ST,	7.33	7.33
112693	1/27/2022	02162	LOWE'S COMPANIES, INC.	47277	1/20/2022	VALSPAR 9X3/8IN KNIT ROLL	202.19	202.19
112694	1/27/2022	42112	NRO ENGINEERING	12-21-029	11/30/2021	PE11/30 PLNCK, TR 32074:#1:	3,213.00	
				12-21-030	11/30/2021	PE11/30 PLNCK, TR 32074:#1:	2,409.75	
				12-21-025	11/30/2021	PE11/30 PLNCK, TR 31978:#1:	1,767.15	
				12-21-027	11/30/2021	PE11/30 PLNCK, TR 38084:#1:	752.50	
				12-21-028	11/30/2021	PE11/30 PLNCK, JOOLIES TW	481.95	
				12-21-026	11/30/2021	PE11/30 PLNCK, ZAMARRIPA:	160.65	8,785.00

Sub total for WELLS FARGO BANK: 145,412.46

18 checks in this report.

Grand Total All Checks: 477,678.75

Date: January 27, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
555	2/1/2022	51949	THE H.N. & FRANCES C. BER(63	2/1/2022	FEB2022- CIVIC CENTER LOA	8,876.26	8,876.26
556	2/1/2022	48066	US BANK	Sta 12/27/21	12/27/2021 ACC XXXX-XXXX-XXXX-0925,	10,989.80	10,989.80
T FOR WELLS FARGO BANK -SEPARATE CHECK:							19,866.06

2 checks in this report.

Grand Total All Checks: 19,866.06

Date: February 1, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
548	2/2/2022	45929	BECK OIL, INC.	49852CL	12/15/2021	PE12/15 SANITARY DEPT FUE	1,511.19
				49832CL	12/15/2021	PE12/15 VEHICLE MAINT DEF	1,015.14
				49808CL	12/15/2021	PE12/15 WATER DEPT FUEL	795.93
				49806CL	12/15/2021	PE12/15 STREETS DEPT FUE	684.59
				50193CL	12/31/2021	PE12/31 SANITARY DEPT FUE	625.98
				49811CL	12/15/2021	PE12/15 PARKS DEPT FUEL	510.07
				49888CL	12/15/2021	PE12/15 PARKS DEPT FUEL	249.44
				49860CL	12/15/2021	PE12/15 BLDG MAINT DEPT F	195.03
				49861CL	12/15/2021	PE12/15 ADMIN DEPT FUEL	190.71
				50149CL	12/31/2021	PE12/31 STREETS DEPT FUE	184.34
				50146CL	12/31/2021	PE12/31 WATER DEPT FUEL	169.53
				49801CL	12/15/2021	PE12/15 ENG DEPT FUEL	153.15
				49841CL	12/15/2021	PE12/15 CODE ENF DEPT FU	142.33
				50144CL	12/31/2021	PE12/31 STREETS DEPT FUE	77.40
				50139CL	12/31/2021	PE12/31 ENG DEPT FUEL	64.70
							6,569.53
549	2/2/2022	51539	MICHAEL BAKER INTERNATIC	1124542	8/19/2021	PE08/01 ENG SVCS FOR PJC	8,886.75
550	2/2/2022	00101	MUNISERVICES/AVENU	INV06-013467	1/21/2022	SUTA (DISTRICT TAX), QTR E	548.94
				INV06-13466`	1/21/2022	SUTA, QTR ENDING 9/30/21	428.31
							977.25
551	2/2/2022	52784	THE PUN GROUP LLP	113224	12/31/2021	FY20/21 AUDIT SVCS BILLING	13,060.00
				113225	12/31/2021	FY20/21 AUDIT SVCS BILLING	3,500.00
							16,560.00
552	2/2/2022	54495	US BANK N.A.	03-2022 COACH-	1/14/2022	03-2022 COACH2016A	247,423.78
				03-2022 COACH-	1/18/2022	03-2022 COACHELLA14	147,755.78
				03-2022 RDA SE	1/14/2022	03-2022 RDA SER2016B	128,412.50
				03-2022 COACH-	1/18/2022	03-2022 COACHELLA13	46,868.45
							570,460.51
553	2/2/2022	53800	WILMINGTON TRUST N. A.	20211207-11615	12/7/2021	POB REVENUE FD	2,000.00
							2,000.00
							605,454.04
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:	

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112695	2/2/2022	49813	ALARCON, ALEXANDER	PD 2/8-10	2/1/2022	PD 2/8-10/22, TRVL SIGNAL TI	185.00	185.00
112696	2/2/2022	51894	ALPHA MEDIA LLC	579728-2	11/30/2021	10/4-12/25 AD SPOT:AHSC CF	743.75	
				579728-1	10/31/2021	10/4-12/25 AD SPOT:AHSC CF	680.00	
				579729-2	11/30/2021	10/4-12/25 AD SPOT:AHSC CF	637.50	
				579728-3	12/31/2021	10/4-12/25 AD SPOT:AHSC CF	616.25	
				579729-1	10/31/2021	10/4-12/25 AD SPOT:AHSC CF	595.00	
				579729-3	12/31/2021	10/4-12/25 AD SPOT:AHSC CF	552.50	3,825.00
112697	2/2/2022	03650	BARBARA SINATRA CHILDREN	DEC 2021	1/13/2022	12/30 SVCS: LAW ENFORCEN	285.00	285.00
112698	2/2/2022	53423	CBE OFFICE SOLUTIONS	IN2461171	1/20/2022	ACC #CC3502, COLOR COPIE	959.30	959.30
112699	2/2/2022	53426	CELL BUSINESS EQUIPMENT	75185774	1/22/2022	ACC 1338330, 1/15-2/14, SHAF	610.58	610.58
112700	2/2/2022	53220	COACHELLA ACE HARDWARE	2875/1	12/1/2021	TOOLS & SET, BATTERIES, T/	595.72	
				2941/1	12/9/2021	GLOVES, & FLSHLIGHTS	170.63	
				2940/1	12/9/2021	FROG & GORILLATAPE, GRIP	127.28	
				2824/1	11/19/2021	GRN-BEAM CROSSLN	108.74	
				2957/1	12/13/2021	MURIATIC ACID GAL, TOWEL	66.30	
				2651/1	10/21/2021	BLADE SCRPR, RSTP GLS BL	56.88	
				2802/1	11/16/2021	EXT CORDS X-MAS DECOR	56.53	
				2986/1	12/19/2021	MSNRY BIT SET, GLASS&TILE	56.07	
				3006/1	12/22/2021	TITEBND, DUSTERS, RBBNG	54.97	
				2671/1	10/23/2021	NZZL GUN METAL LG & GARC	53.26	
				3046/1	1/6/2022	SPIGOTS	43.46	
				2542/1	10/1/2021	ANCHORS & ADHSV	43.45	
				2738/	11/4/2021	ACE BEST TRAYSET, C+K INT	43.21	
				3140/1	1/25/2022	CBL TIES & RELEASE, VLCRC	28.23	
				3149/1	1/26/2022	GONG BRUSH & INDOOR 7 D	24.99	
				3074/1	1/11/2022	GORILLA GLUE, SCOURING S	21.80	
				2652/1	10/21/2021	ORNG PL WALL TXTR 10OZ	21.73	
				3043/1	1/5/2022	BATTERY 4 PK	14.12	
				3009/1	12/23/2021	ACE BETTER RLR 2	12.16	
				3041/1	1/5/2022	MISC FASTNERS	2.16	1,601.69
112701	2/2/2022	00749	COUNTY OF RIVERSIDE	SH0000040371	1/20/2022	11/18-12/15 LAW ENFORCEMI	663,318.82	663,318.82
112702	2/2/2022	49858	CV PIPELINE CORP.	S2766	12/20/2021	RLFP 48TH & VAN BUREN BA	810.00	810.00
112703	2/2/2022	09950	CVWD	NOV 2021	12/1/2021	CN 332543, NOV2021 WELL R	43,528.22	
				DEC 2021	1/3/2022	CN 332543, DEC2021 WELL R	36,185.58	79,713.80
112704	2/2/2022	44036	DE LAGE LANDEN PUBLIC	75117504	1/12/2022	ACC #1338330, COLOR COPIE	216.41	216.41

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112705	2/2/2022	12870	DEPARTMENT OF JUSTICE 558304	1/10/2022	DEC2021 BLOOD ALCOHOLA	245.00	245.00
112706	2/2/2022	52970	DESERT POOL SPECIALISTS, 126127	1/3/2022	JAN2022 FOUNTAIN SVCS	400.00	
			126156	1/6/2022	VETERAN'S FNTN FILTER PU	142.42	542.42
112707	2/2/2022	48672	DESERT RECREATION DISTR 3129	12/31/2021	2021 SUMMER RECREATION	17,800.00	17,800.00
112708	2/2/2022	13700	DEWEY PEST CONTROL INC. 14824701	1/1/2022	AC1281218, JAN2022, 51251 C	900.00	
			AC1315475-JA/M	1/1/2022	AC1315475, JAN-MAR2022, PI	810.00	
			AC1434611-JA/M	1/1/2022	AC1434611, JAN-MAR2022, PA	660.00	
			AC934340-JA/M	1/1/2022	AC934340, JAN-MAR2022, SAI	450.00	
			AC1062335-JA/M	1/1/2022	AC1062335, JAN-MAR2022, CO	426.00	
			14824700	1/1/2022	AC1281215, JAN2022, SIERRA	301.00	
			14789368	1/1/2022	AC1404426, JAN-MAR2022, LI	255.00	
			14833011	1/1/2022	AC1161434, JAN-MAR2022, BO	195.00	
			14793113	1/1/2022	AC102942, JAN-MAR2022, 151	175.50	
			14813040	1/1/2022	AC1450610, JAN2022, DE ORC	160.00	
			14813039	1/1/2022	AC1452292, JAN-MAR2022, SI	150.00	
			14833006	1/1/2022	AC1178382, JAN-MAR2022, BO	126.00	
			14794251	1/1/2022	AC1008112, JAN-MAR2022, CO	126.00	
			14824686	1/1/2022	AC1318236, JAN-MAR2022, RI	123.00	
			14822663	1/1/2022	AC241000, JAN-MAR2022, 151	111.00	
			14838445	1/1/2022	AC1067451, JAN-MAR2022, 15	111.00	
			14824684	1/1/2022	AC1318244, JAN-MAR2022, BO	90.00	
			14824683	1/1/2022	AC1318239, JAN-MAR2022, FF	90.00	
			14824685	1/1/2022	AC1318235, JAN-MAR2022, 84	90.00	
			14784883	1/1/2022	AC1126447, JAN-MAR2022, SM	90.00	
			14805123	1/1/2022	AC103361, JAN2022, SENIOR	80.00	5,519.50
112709	2/2/2022	51604	FRONTIER 39866515-JA22	1/16/2022	760/398-6515, 1/16/22	61.33	61.33
112710	2/2/2022	45257	LIEBERT CASSIDY WHITMORI210406	12/31/2021	PE12/31: #CO015-00008	8,973.20	8,973.20
112711	2/2/2022	02162	LOWE'S COMPANIES, INC. 965202	11/11/2021	AIR FRESHNERS	32.48	32.48
112712	2/2/2022	42112	NRO ENGINEERING 12-21-033	11/30/2021	PE11/30 PLNCK, IMPRVMT F	5,369.00	
			12-21-037	11/30/2021	PE11/30 PLNCK, #32074:PREC	1,128.75	
			12-21-036	11/30/2021	PE11/30 PLNCK, TR 38084:#13	918.75	
			12-21-032	11/30/2021	PE11/30 PLNCK, TR 32074:#13	750.25	
			12-21-034	11/30/2021	11/30 SWPPP&WQMP:#1380.4	525.00	
			12-21-035	11/30/2021	PE11/30 PLNCK, TR 37266:#13	268.00	
			12-21-031	11/30/2021	PE11/30 PLNCK, TR 32074:#13	131.25	9,091.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112713	2/2/2022	52757	OLLIN STRATEGIES	261	1/18/2022	JAN2022 CONSULTING SVCS	5,000.00	5,000.00
112714	2/2/2022	49989	PAUL ASSOCIATES	85641	11/8/2021	BUSINESS CARDS: C. JIMENEZ	97.90	
				85651	11/10/2021	BUSINESS CARDS: J. KANE	97.55	
				85776	1/20/2022	BUSINESS CARDS: R. LORA	97.55	293.00
112715	2/2/2022	42759	PROPER SOLUTIONS, INC.	12820	1/14/2022	WE 1/14: S. CARLOS RAMIRE	540.00	
				12839	1/21/2022	WE 1/21: S. CARLOS RAMIRE	504.00	1,044.00
112716	2/2/2022	50333	PUEBLO UNIDO CDC	DEP/REIMB	1/27/2022	DEPOSIT REIMB- 1/7 LIBRAR	300.00	300.00
112717	2/2/2022	52306	QUINN COMPANY	WOG00011362	8/24/2021	RMV CLN & INSTL DSL FILTER	3,156.56	
				WOG00011360	8/24/2021	RMV CLN & INSTL DSL FILTER	2,769.26	
				PCK30001075	11/16/2021	14 X .125 X 1-20MM	132.35	6,058.17
112718	2/2/2022	54500	RELIABLE TRANSLATIONS	CC20985	1/26/2022	1/26/22 AGENDA-6-11:04 PM Z	980.00	
				20956	1/23/2022	1/26/22 AGENDA-SPANISH IN	190.56	
				20864	1/9/2022	1/12/22 AGENDA-SPANISH IN	142.72	
				20900	1/14/2022	1/19/22 AGENDA-SPANISH IN	80.64	
				20990	1/26/2022	1/31/22 AGENDA-SPANISH IN	75.00	1,468.92
112719	2/2/2022	53736	RG2 MANAGEMENT LLC	2849	12/14/2021	WE 12/12: F. HERNANDEZ	1,903.50	
				2864	12/20/2021	WE 12/19: A. REYES	1,208.25	
				2832	12/7/2021	WE 12/5: F. HERNANDEZ	1,147.50	
				2863	12/20/2021	WE 12/19: F. HERNANDEZ	911.25	
				2831	12/7/2021	WE 12/5: F. SILVA + A. REYES	768.00	
				2850	12/14/2021	WE 12/12: F. SILVA + A. REYE	768.00	
				2822	11/29/2021	WE 11/28: F. HERNANDEZ	729.00	
				2860	12/20/2021	WE 12/19: L. VALENZUELA	621.81	
				2852	12/14/2021	WE 12/12: L. VALENZUELA	492.75	
				2913	1/26/2022	WE 1/2: A. REYES	432.00	
				2912	1/26/2022	WE 12/26: A. REYES	432.00	
				2870	12/27/2021	WE 12/27: F. HERNANDEZ	337.50	
				2862	12/20/2021	WE 12/19: F. SILVA + A. REYE	300.00	
				2848	12/14/2021	WE 12/12: A. REYES	1,444.50	11,496.06
112720	2/2/2022	47658	RUIZVA L. PEST CONTROL	116	12/16/2021	DEC2021 SVCS @ FIRE STAT	65.00	
				117	1/24/2022	JAN2022 SVCS @ FIRE STATI	65.00	130.00
112721	2/2/2022	35000	SMART & FINAL	005811	1/19/2022	COFFEE, SUGAR, CREAMER:	89.63	89.63

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112722	2/2/2022	35450	SOCALGAS	1515 6th-DC21	12/29/2021	AC 031 523 3700 6, 11/24-12/2	410.05
				84626Baq-DC21	12/29/2021	AC 153 323 6215 9, 11/24-12/2	308.15
				1540 7th-DC21	12/29/2021	AC 008 423 3900 4, 11/24-12/2	263.25
				1500 6th-DC21	12/29/2021	AC 020 678 1257 4, 11/24-12/2	149.47
				1377 6th-DC21	12/29/2021	AC 012 623 3701 5, 11/24-12/2	97.44
				87075Av54-DC2	12/29/2021	AC 123 573 5834 5, 11/24-12/2	66.36
				1517 6th-DC21	12/29/2021	AC 010 594 4824 9, 11/24-12/2	42.18
				BaqPool-DC21	12/29/2021	AC 069 323 6500 7, 11/24-12/2	16.27
112723	2/2/2022	35430	SOUTH COAST A.Q.M.D.	3904702	1/4/2022	ID 98112, D75075, EM ELEC G	440.15
				3887052	12/16/2021	ID 148143, FY21/22, EMISSION	163.98
				3906991	1/4/2022	ID 98112, FY21/22, EMISSIONS	149.72
112724	2/2/2022	47319	SPARKLETTS	9467308 122421	12/24/2021	DEC2021 WATER @ SANITAR	171.75
112725	2/2/2022	52595	STAPLES BUSINESS CREDIT	7345864571-0-1	12/13/2021	HEATBUD CERAMIC HEATER	86.42
				7347420345-0-1	1/5/2022	LGL PADS, PENS, INK	73.80
				7347221487-0-1	1/5/2022	GW FILE PKT & 22 LAM WALL	61.45
112726	2/2/2022	36300	SWRCB FEES	LW-1035181	12/22/2021	#3310007, FY21/22 WTR SYS1	24,522.18
				WD-0190083	12/8/2021	#7A330104021, FY21/22 WDR	23,783.00
				SW-0223066	1/1/2022	#7 33M1000212, OT2021-SP22	10,602.00
112727	2/2/2022	52125	TAG/AMS, INC.	2805087	1/11/2022	DEC2021 DRUG TESTING	85.00
112728	2/2/2022	50590	TOUCHTONE COMMUNICATIO	1479989	1/1/2022	AC 1100006871, JAN2022	6.79
112729	2/2/2022	44775	VISTA PAINT CORPORATION	2022-378469-00	1/26/2022	COVERALL PAINT RNCH CIEL	602.24
Sub total for WELLS FARGO BANK:							881,771.96

41 checks in this report.

Grand Total All Checks: 1,487,226.00

Date: February 2, 2022



Finance Director: Nathan Statham



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Ordinance 1192 Amending Chapter 8.44 of the City Municipal Code regarding Solid Waste Collection (second reading).

STAFF RECOMMENDATION:

Approve Ordinance 1192 Amending Chapter 8.44 of the City Municipal Code regarding Solid Waste Collection (second reading).

BACKGROUND:

AB 939, known as the Integrated Waste Management Act of 1989, was passed because of an increase in the waste stream and the decrease in landfill capacity. As a result, the California Integrated Waste Management Board (CIWMB), now known as Department of Resources Recycling and Recovery (CalRecycle), was established and an integrated framework for program implementation, solid waste planning and solid waste facility and landfill compliance created. AB 939 mandated local jurisdictions to meet solid waste diversion goals of 25% by 1995 and 50% by 2000. Diversion goals and program requirements are implemented through a disposal-based reporting system by local jurisdictions under CalRecycle regulatory oversight.

Since 1989, AB 341(2011) and AB 1826(2014) were approved additions to the regulations established within AB 939. Assembly Bill 341 (AB 341) of 2011, also called the "Mandatory Commercial Recycling Regulation," requires businesses and multi-family residential dwellings of five units or more, that generate four or more cubic yards of commercial solid waste per week to implement recycling programs, on or after July 1, 2012. AB 1826, the mandatory Commercial Organic Waste Recycling Law, became effective on January 1, 2016; requiring businesses and multi-family complexes (with 5 or more units) that generate specified amounts of organic waste (compost) to arrange for organics collection services.

DISCUSSION/ANALYSIS:

Most recently, SB 1383 (Short Lived Climate Pollutants Regulation) was passed that further enhances AB 939 and mandates organics waste disposal/recovery by cities, residential households, commercial businesses, commercial edible food generators, haulers and food recovery organizations. SB 1383 was passed in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets set by SB 1383 include: 1) statewide reduction of organic waste

disposal of 75% by 2025 and 2) statewide food rescue efforts that will rescue at least 20% of currently disposed surplus food by 2025.

SB 1383 applies to local agencies and in order to comply with regulations established by SB 1383 staff is recommending adoption of the attached Ordinance 1192 that will amend the City's Municipal Code Chapter 8.44 Solid Waste. Currently, the chapter has Sections 8.44.010 – 8.44.130. Adoption of the proposed ordinance will amend the current chapter by adding Sections 8.44.140-8.44-240 (listed below):

- 8.44.140 Requirements for Single-Family Generators.
- 8.44.150 Requirements for Commercial Businesses.
- 8.44.160 Waivers for Generators.
- 8.44.170 Requirements for Commercial Edible Food Generators.
- 8.44.180 Requirements for Food Recovery Organizations and Services.
- 8.44.190 Requirements for Haulers, Facility Operators, and Community Composting Operations.
- 8.44.200 Self-hauler Requirements.
- 8.44.210 Compliance with CALGreen Recycling Requirements.
- 8.44.220 Model Water Efficient Landscaping Ordinance Requirements.
- 8.44.230 Inspections and Investigations by the City.
- 8.44.240 Enforcement.

The above additions to Chapter 8.44 will address the SB 1383 requirements placed on cities and in summary will require the following:

1. Organics collection services to all residents, multi-family and businesses.
 - a. Staff is working in partnership with Burrtec to roll these programs out by Fall 2022.
2. Establishment of Food Recovery Program
 - a. The State has divided Commercial Food Generators into two tiers. Those generators that fall into Tier 1 must comply beginning January 1, 2022 and these large generators have already implemented food recovery programs. Staff is working with the County Public Health Department on the collection and reporting of this data, which will be included within the City's Annual Report to CalRecycle. Tier 2 generators must comply by January 1, 2024 and staff will continue to work on outreach and education to these generators in partnership with Burrtec.
3. Establishment of Self- Hauler Requirements
 - a. All self-haul must register with the city and be able to provide receipts/weight tickets of its source separated waste.
4. Monitoring, reporting and enforcement of all of the above programs.
 - a. Monitoring and reporting will be conducted in collaboration with Burrtec who will perform waste audits; if needed the ordinance will give the City the authority to enforce the SB 1383 regulations.

In addition to the above requirements, SB 1383 also requires local agencies to provide:

5. Education and Outreach
 - a. Staff will work continue to with Burrtec to develop and distribute information on organics waste recycling and edible food recovery programs.
6. Procurement
 - a. Staff will be bringing back a separate resolution that will amend the City's purchasing policy to address the SB 1383 purchasing requirements.

FISCAL IMPACT:

None.

Attachment:
Ordinance 1192

ORDINANCE NO. 1192

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING CHAPTER 8.44 TO TITLE 8 OF THE COACHELLA MUNICIPAL CODE REGARDING SOLID WASTE COLLECTION

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, *et seq.*, as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program; and

WHEREAS, Assembly Bill 1826 of 2014, requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recyclables, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert Organic Waste from businesses, and requires the City to implement a Mandatory Commercial Organics Recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations implementing SB 1383 (“SB 1383 Regulations”) place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383 requires the City to adopt and enforce an ordinance to implement relevant provisions of SB 1383 Regulations by January 1, 2022. This ordinance will help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, the City Council desires to amend its Garbage Collection and Disposal Ordinance to comply with the SB 1383 Regulations.

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

Section 1. Chapter 8.44 to Title 8 of the Coachella Municipal Code is hereby amended in its entirety as set forth in Exhibit A and incorporated by this reference.

Section 2. Environmental review is not required because adoption of the Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378(b)(5) (organization or administrative activities of governments not a project).

Section 3. If any section, subsection, clause, or phrase in this Ordinance or the application thereof to any Person or circumstances is for any reason held invalid by a court of competent jurisdiction, the validity of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, or the application thereof to any Person or circumstance, be held invalid.

Section 4. No less than five (5) days prior to the adoption of this Ordinance, the City Clerk published a summary of this Ordinance in accordance with Government Code section 36933. The City Clerk will certify to the passage of this Ordinance by the City Council of the City of Coachella, California, and cause a summary to be published once within fifteen (15) days after its passage in a newspaper of general circulation, printed, published and circulated in the City in accordance with Government Code section 36933.

Section 5. This ordinance shall take effect 30 days after adoption.

PASSED, APPROVED and ADOPTED this 9th 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 Ordinance No. 1192 was duly and regularly introduced at a meeting of the City Council on the 26th day of January 2022, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 9th day of February 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A**CHAPTER 8.44- SOLID WASTE COLLECTION****8.44.010 - Definitions.****8.44.020 - Collection by City or agent only.****8.44.030 - Rates and charges to be established by resolution or ordinance.****8.44.035 - Collection of charges.****8.44.040 - Charges declared lien.****8.44.050 - Surety bond required.****8.44.060 - Containers—Residential.****8.44.070 – Same – Commercial.****8.44.080 - Storage areas.****8.44.090 - Deposit of Solid Waste in streets or permitting Solid Waste to accumulate—****Unlawful.****8.44.100 - Duty of Persons served to keep clean and sanitary.****8.44.110 - Disturbing Solid Waste placed for Collection.****8.44.120 - Creating vermin harborage.****8.44.130 - Feeding to poultry.****8.44.140 - Requirements for Single-Family Generators.****8.44.150 - Requirements for Commercial Businesses.****8.44.160 - Waivers for Generators.****8.44.170 - Requirements for Commercial Edible Food Generators.****8.44.180 - Requirements for Food Recovery Organizations and Services.****8.44.190 – Requirements for Haulers, Facility Operators, and Community****Composting Operations.****8.44.200 - Self-hauler Requirements.****8.44.210 - Compliance with CALGreen Recycling Requirements.****8.44.220 - Model Water Efficient Landscaping Ordinance Requirements.****8.44.230 - Inspections and Investigations by the City.****8.44.240 - Enforcement.****SECTION 8.44.010 - Definitions.**

- A. “CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.
- B. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- C. “City” means the City of Coachella.
- D. “City Council” means the City Council of the City of Coachella.

- E. “Collect” or “Collection” means the act of collecting Solid Waste, including Recyclable Materials and Organic Waste, at or near the place of generation by a Collector and the physical possession, transport, and removal of such materials.
- F. “Collector” or “Hauler” means any Person or other entity with whom the City has a contract or agreement for the Collection, removal, transportation, disposal, recycling, or Organic Materials processing of Solid Waste, Recyclable Materials, and/or Organic Waste generated within all or as part of the jurisdictional boundaries of the City.
- G. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.
- H. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.
- I. “Compliance Review” means a review of records by the City to determine compliance with this Chapter.
- J. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- K. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time.
- L. “Construction and demolition debris,” “C&D,” and “construction waste” means Solid Waste directly related to construction or demolition activities.
- M. “Container” means a cart, bin, debris box, detachable packer receptacles, roll-off boxes, or other receptacle intended for the collection of Trash, Recyclable Materials, or Organic Waste.
- N. “Container Contamination” or “Contaminated Container” means a Container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- O. “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Chapter as authorized in 14 CCR

Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

- P. “Dwelling” means a residence, including any flat, apartment, or other facility intended to be and permitted to be used for housing one or more persons, except “Dwelling” does not include hospitals, hotels, motels, nursing homes, or convalescent centers.
- Q. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- R. “Enforcement Action” means an action by the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- S. “Enforcement Official” means the City Manager or their authorized designee(s) who is/are partially or wholly responsible for enforcing this Chapter.
- T. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- U. “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- V. “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

- W. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- X. “Food Recovery Organization” means an entity that engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
1. A food bank as defined in Section 113783 of the Health and Safety Code;
 2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
 3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- Y. “Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).
- Z. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- AA. “Generator” means a Person or entity that is responsible for the initial creation of Solid Waste.
- BB. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- CC. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- DD. “High Diversion Organic Waste Processing Facility” has the same meaning as defined in 14 CCR Section 18982(a)(33).
- EE. “Inspection” means a site visit where the City reviews records, Containers, and an entity’s Collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

- FF. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.
- GG. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply.
- HH. “Local Education Agency” means a school district, charter school, or County office of education that is not subject to the control of City or County regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- II. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- JJ. “MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.
- KK. “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- LL. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- MM. “Notice of Violation (NOV)” means a notice that a violation of this Chapter has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

- NN. “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- OO. “Organic Waste Generator” means a Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- PP. “Organics Container” has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of Source Separated Organic Waste.
- QQ. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- RR. “Person” means an individual, group of individuals, and/or any legal entity recognized by the laws of the State.
- SS. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- TT. “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the Recycling Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organic Waste for the Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Wastes to be placed in the Organics Container and/or Recycling Container; and, (iv) Excluded Waste placed in any Container.
- UU. “Recycling Container” shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials.
- VV. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- WW. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

- XX. “Recyclable Materials” or “Recyclables” means material that can be separated from waste for the purpose of reusing or returning these materials in the form of raw materials for new, used or reconstituted products that meet the quality standard necessary to be used in the marketplace, or for composting, such as, but not limited to, paper, cardboard, glass, metal and aluminum cans, and plastics.
- YY. “Recycle” or “Recycling” means the process of salvaging, transporting, sorting, marketing, reusing, reprocessing or remanufacturing Recyclable Materials.
- ZZ. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- AAA. “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Recycling Containers, Organics Containers, and Trash Containers for purposes of identifying the quantity of materials in Containers (level of fill) and/or presence of Prohibited Container Contaminants.
- BBB. “Residential” means any residential dwelling.
- CCC. “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- DDD. “Route Review” means a visual Inspection of Containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- EEE. “SB 1383” means Senate Bill 1383 (Chapter 395, Statutes of 2016), which established methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- FFF. “SB 1383 Regulations” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- GGG. “Self-Hauler” means a Person, who, in compliance with all applicable requirements of the Coachella Municipal Code, hauls Solid Waste, Organic Waste or Recyclable Materials he or she has generated directly to the appropriate facility, as required by this Chapter.
- HHH. “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

- III. “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191.
- JJJ. “Source Separated” means materials, including commingled Recyclable Materials or Organic Waste, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the Generator, property owner, property owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of Collection such that Source Separated materials are separated from the Trash Container for the purposes of Collection and processing.
- KKK. “Source Separated Recyclables” means means Source Separated Recyclable Materials that can be placed in a Blue Container.
- LLL. “Source Separated Organic Waste” means Source Separated Organic Waste that can be placed in an Organics Container .
- MMM. “State” means the State of California.
- NNN. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- OOO. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
1. Supermarket.
 2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 3. Food Service Provider.
 4. Food Distributor.
 5. Wholesale Food Vendor.
- PPP. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

QQQ. “Trash Container” shall be used for the purpose of storage and collection of Solid Waste, excluding Recyclable Materials and Organic Waste.

RRR. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

SECTION 8.44.020 - Collection by City or agent only.

The City and its duly authorized agents, servants, and employees, or any Collector with whom the City may at any time enter into an exclusive franchise agreement therefor, and the agents, servants, and employees of such Collector, while any such agreement shall be in force, shall have the exclusive right to gather, collect, and remove Solid Waste from any premises which may be the subject of such exclusive agreement. No Person other than those specified shall:

- A. Gather, collect, or remove any Trash, Recyclable Materials, or Organic Waste;**
- B. Convey or transport any Trash, Recyclable Materials, or Organic Waste in, along, or over any public street, alley, or highway;**
- C. Take any Trash, Recyclable Materials, or Organic Waste from any Container in which the same may be placed for Collection or removal;**
- D. Interfere with or disturb any such Container, or remove any such Container from any location where the Container is set out for Collection.**

A. SECTION 8.44.030 - Rates and charges to be established by resolution or ordinance.

The rates to be charged for Collection of Trash, Recyclables, and Organic Waste shall be established by resolution or ordinance of the City Council. Owners, occupants, or persons, firms, or entities residing in or using residences, dwellings, apartments, hotels, motels, trailer parks, businesses, or commercial or industrial establishments shall pay for Collection services at the rate and in the manner set by resolution or ordinance from time to time adopted by the City Council. In the event the City Council wishes to collect charges pursuant to section 8.44.035(B), it shall prepare an annual written report, provide notice and a public

hearing of such charges, and comply with all applicable procedures as required by Health and Safety Code section 5470 et seq. and other law.

SECTION 8.44.035 - Collection of charges.

The City may collect charges for the Collection of Trash, Recyclables, and Organic Waste by either of the following:

A. The City or its agent may bill and collect such charges directly from the occupant or owner of the premises receiving Collection service.

B. The City may collect such charges on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separate from, the City's general taxes. In the event the City wishes to collect charges pursuant to this subsection, it shall prepare an annual written report, provide notice and a public hearing of such charges and comply with all applicable procedures as required by Health and Safety Code section 5470 et seq. and other law.

SECTION 8.44.040 - Charges declared lien.

The service of Collection of Trash, Recyclables, and Organic Waste shall be presumed to be for the benefit of the premises from which it is removed, and the occupant of the premises shall be presumed to be the agent of the owner thereof and acting for and on the behalf of the owner in receiving such service, and the charges for such service, if unpaid, shall become a lien on the premises served. Every Person receiving Trash, Recyclables, and Organic Waste Collection under this chapter shall be personally liable to the City or to the contractor for payment of the rates established pursuant to this chapter, any resolution or ordinance setting rates, or any agreement for Collection adopted pursuant to this chapter. Delinquent charges for services rendered to the premises under this chapter may be collected, at the option of the City Council or the contractor, by a personal action against the occupant receiving such service, or by an action for foreclosure of the lien on the premises served.

SECTION 8.44.050 - Surety bond required.

The Collector who contracts with the City for the removal and disposal of Trash, Recyclables, and Organic Waste shall be required to furnish a surety bond to the City in a sum required by the City Council, conditioned upon the faithful performance of the contract and compliance with the provisions of this chapter.

SECTION 8.44.060 - Containers—Residential.

Residential customers shall use watertight Containers for holding Trash, Recyclables, and Organic Waste, constructed of plastic, metal, or other substantial material of sufficient strength to resist breaking under ordinary conditions of use. Such standard Containers shall have a close-fitting cover to prevent insects, including flies, rodents and other animals from coming into contact with their contents. No Container shall have irregular surfaces or be in a condition which is likely to cause injury to persons moving or lifting them. Such standard Containers shall also be provided with a handle or handles on the outside thereof and shall not exceed the limit established by the Collector for the Container. Residential customers shall place standard Containers at the curb or property line along the street in front of each residential unit, except where a suitable alley, as determined by the administrator of any Collection agreement, exists at the rear of the property. Clear access to standard Containers shall be provided to enable Collection.

SECTION 8.44.070 - Same—Commercial.

A Commercial Container shall be of welded steel construction suitable for the storage of Solid Waste. Commercial Containers shall be equipped with slots or other devices capable of being engaged by the arms of a front-loading refuse truck designed for that purpose provided by the City's Collection Collector. Business establishments, including any Commercial, industrial, or nonresidential unit in a trailer park, in a hotel or motel, or any building in which a combination of Residential and commercial and/or industrial uses exists, shall use Commercial Containers. Commercial Containers may also include detachable packer receptacles and roll-off boxes. Commercial Generators shall ensure clear access to Commercial Containers for Collection .

SECTION 8.44.080 - Storage areas.

It is unlawful for any Person to keep, accumulate, or permit to be kept or accumulated any Solid Waste in or upon any public or private place unless the same shall be in a Residential or Commercial Container as defined in this chapter.

SECTION 8.44.90 - Deposit of Solid Waste in streets or permitting Solid Waste to accumulate—Unlawful.

It is unlawful for any Person in the City to throw or deposit any Solid Waste, or to cause the same to be thrown or deposited upon any street, alley, gutter, curb, park, or other public place, or to throw or deposit the same in or upon any vacant lot or backyard, or to store or keep the same other than as set forth in this chapter or any agreement enacted pursuant to this chapter.

SECTION 8.44.100 - Duty of Persons served to keep clean and sanitary.

It shall be the duty of every Person served to keep all Containers used in the service of such Person in a clean and sanitary condition.

SECTION 8.44.110 - Disturbing Solid Waste placed for Collection.

It is unlawful for any Person to dig into, scatter or displace or disturb Solid Waste which has been put out for Collection.

SECTION 8.44.120 - Creating vermin harborage.

It is unlawful to store, deposit, or keep Solid Waste where rats or other vermin can have access thereto or feed thereon.

SECTION 8.44.130 - Feeding to poultry.

Provided that all public health laws and regulations and all City ordinances and any agreements adopted pursuant to this chapter are complied with, food waste may be fed to poultry on the premises where such food waste is produced.

SECTION 8.44.140 Requirements for Single-Family Generators.

Single-Family Organic Waste Generators, except Single-Family Generators that meet all applicable Self-Hauler requirements in this Chapter and the Coachella Municipal Code:

- A. Shall subscribe to the three-Container Organic Waste Collection services. The City shall have the right to review the number, size, and location of a Generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials; and, Generator shall adjust its service level for its Collection services as requested by the City.
- B. Shall participate in the three-Container system for Source Separated Recyclable Materials, Source Separated organic Organic Waste, and Trash Collection services.

Generator participation in the Collection programs requires that Generators place only approved materials in the appropriate colored Containers. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.

Notwithstanding the above, and in accordance with the SB 1383 Regulations, the City is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Chapter and the Regulations, prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Labels will be placed on the Containers indicating the primary materials accepted and the primary materials prohibited in the Containers. Until SB 1383 compliant colored Containers are provided (Recycling Container, Organics Container, and Trash Container), Single-Family Waste Generators shall comply with the Container label requirements.

- C. Nothing in this Section prohibits a Generator from preventing or reducing waste generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

SECTION 8.44.150 Requirements for Commercial Businesses

Commercial Businesses, which includes Multi-Family Residential Dwellings, shall:

- A. Subscribe to the three-Container Organic Waste Collection services. The City shall have the right to review the number, size, and location of a Generator's Containers and frequency of Collection to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials; and, Commercial Business shall adjust its service level for its Collection services as requested by the City.
- B. Participate in and comply with the three-Container (Recycling Container, Organics Container, and Trash Container) Collection service by placing designated materials in designated Containers. Generator shall place only approved materials in the appropriate colored Containers. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.

Notwithstanding the above, and in accordance with the SB 1383 Regulations, the City is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Chapter and the Regulations, prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Labels will be placed on the Containers indicating the primary materials accepted and the primary materials prohibited in the Containers. Until SB 1383 compliant colored Containers are provided (Recycling Container, Organics Container, and Trash Container), Commercial Businesses shall comply with the Container label requirements.

- C. Supply and allow access to adequate number, size, and location of Collection Containers with sufficient labels or colors (conforming with subsections (D)(1) and (D)(2) below), for employees, contractors, tenants and customers, consistent with the Recycling Container, Organics Container, and Trash Container Collection service.
- D. Excluding Multi-Family Residential Dwellings, provide Containers for the Collection of Source Separated Organic Waste, and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal Containers are provided for customers, for materials generated by that business. Such Containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of Container, then the business does not have to provide that particular Container in all areas where disposal Containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the Containers provided by the business shall have either:
1. A body or lid that conforms with the Container colors provided through the Collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.
 2. Container labels that include language or graphic images or both indicating the primary material accepted and the primary materials prohibited in that Container or Containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the Container. Pursuant 14 CCR Section 18984.8, the Container labels are required on new Containers commencing January 1, 2022.
- E. Multi-Family Residential Dwellings are not required to comply with Container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).
- F. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a Container not designated for those materials per the Recycling Container, Organics Container, and Trash Container Collection service.
- G. Excluding Multi-Family Residential Dwellings, periodically inspect Recycling Container, Organics Container, and Trash Containers for contamination and inform employees if Containers are contaminated and of the requirements to keep contaminants out of those Containers pursuant to 14 CCR Section 18984.9(b)(3).

- H. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.
- I. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Trash (when applicable) and the location of Containers and the rules governing their use at each property.
- J. Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with this Chapter to confirm compliance with the requirements of this Chapter.
- K. If implemented, accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of Containers for Prohibited Container Contaminants, to evaluate Generator's compliance with this Chapter. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Recycling Containers, Organics Containers, and/or Trash Containers.
- L. Nothing in this Section prohibits a Generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- M. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements of this Chapter.

SECTION 8.44.160 Waivers for Generators

- A. De Minimis Waivers: The City may, at its discretion, waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business:
 - 1. Submits an application specifying the services that they are requesting a waiver from; and
 - 2. Provides documentation that either:
 - a. The Commercial Business' total Solid Waste Collection service is two cubic yards or more per week and Organic Waste subject to Collection in a Recycling Container or Organics Container comprises less than 20 gallons per week per applicable Container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste Collection service is less than two cubic yards per week and Organic Waste subject to Collection in a Recycling Container or Organics Container

comprises less than 10 gallons per week per applicable Container of the business' total waste; and

3. Notifies the City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case waiver will be rescinded; and
4. Provides written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.

- B. Physical Space Waivers: The City may, at its discretion, waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Waste Collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the Collection Containers required for compliance with the Organic Waste Collection requirements of this Chapter.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lack adequate space for Recycling Containers and/or Organics Containers, including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

SECTION 8.44.170 Requirements for Commercial Edible Food Generators

- A. Tier One Commercial Edible Food Generators must comply with the below requirements commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the Collection of Edible Food for Food Recovery.
 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 4. Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected.
 - iv. The quantity of food, measured in pounds recovered per month, collected by a Food Recovery Service or Food Recovery Organization for Food Recovery.
 6. Commencing no later than January 1, 2022, for Tier One Commercial Edible Food Generators and January 1, 2024, for Tier Two Commercial Edible Food Generators, Commercial Edible Food Generators shall provide, at minimum, an annual Food Recovery report to the City which includes the information required in 14 CCR Section 18991.4 "Record Keeping Requirements for Commercial Edible Food Generators."
- D. Nothing in this Section shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 (Chapter 557, Statutes of 2017) (, relating to food safety, as amended, supplemented, superseded and replaced from time to time.

SECTION 8.44.180 Requirements for Food Recovery Organizations and Services

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Commencing January 1, 2022, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b), as applicable.
- D. Food Recovery Capacity Planning

In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City that provides solid waste Collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon

request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

- E. Commencing no later than January 1, 2022, Food Recovery Services and Organization shall provide, at minimum, an annual report to the City which includes the information required in 14 CCR Section 18991.5 “Food Recovery Services and Organizations.”

SECTION 8.44.190 Requirements for Haulers, Facility Operators, and Community Composting Operations

A. Requirements for Haulers.

1. The authorized hauler providing Residential, Commercial, or industrial Organic Waste Collection services to Generators within the City boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

Through written notice to the City initially on or before July 1, 2022 and as changes occur; identify the facilities to which they will transport Organic Waste including the facilities for Source Separated Recyclable Materials and Source Separated Organic Waste, as applicable.

- a. Transport Source Separated Recyclable Materials and Source Separated Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- b. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site.
- c. The authorized hauler shall comply with education, equipment, signage, Container labelling, Container color, contamination monitoring, reporting, and other requirements contained within its Franchise Agreement, as may be amended from time to time.
- d. Notwithstanding any the foregoing, nothing in this Chapter shall restrict or otherwise prohibit the authorized Hauler from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time.

B. Requirements for Facility Operators and Community Composting Operations.

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 30 days.
2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

SECTION 8.44.200 Self-Hauler Requirements

In addition to any other requirements for Self-haulers as contained in the Coachella Municipal Code:

- A. Self-Haulers shall source separate all Recyclable Materials and Organic Waste (materials that the City otherwise requires Generators to separate for Collection in the Organic Waste and Recycling Collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a permitted facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- C. Self-Haulers shall have a current Self-Haul application on file with the City and keep a monthly record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be reported and is subject to Inspection by the City. The records shall include the following information:
 1. Delivery receipts and weight tickets from the entity accepting the waste.
 2. The amount of material in cubic yards or tons transported by the Generator to each entity.
 3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

- D. Self-Haulers shall provide information collected in subsection(C) to the City or its authorized designee or other representative, on a monthly basis.
- E. Contractors or builders, or their employees, but not their subcontractors, may remove their own construction and demolition debris from construction sites.

F. Any Person holding a valid City business license to engage in the nursery or gardening business may remove shrubbery, grass, tree cuttings, tree trimmings, or other agricultural debris from property within the City. Persons may remove Solid Waste from any property owned or occupied by such Person.

SECTION 8.44.210 Compliance with CALGreen Recycling Requirements

As applicable, all persons and/or entities subject to California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, shall comply with the following provisions of CALGreen, as amended July 1, 2019 and effective January 1, 2020:

1. Section 4.410.2 Recycling by Occupants Residential and Section 5.410.1 Recycling by Occupants Non-residential.
2. For organic waste commingled with construction and demolition debris, Section 4.408.1 Construction Waste Management Residential and Section 5.408.1 Construction Waste Management non-residential.

If, after the adoption of this Chapter, Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen are amended in a manner that requires the City to incorporate the requirements in an updated local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen shall be enforced.

SECTION 8.44.220 Model Water Efficient Landscaping Ordinance Requirements

As applicable, all persons and/or entities subject to the MWELo shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G), as amended September 15, 2015. The MWELo compliance items listed herein are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined herein shall consult the full MWELo for all requirements.

If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B), (C), (D), or (G) of the MWELo September 15, 2015 requirements in a manner that requires the City to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

SECTION 8.44.230 Inspections and Investigations by the City

- A. City representatives and/or its Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any Collection Container, Collection

vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter, subject to applicable laws. This Section does not allow the City to enter the interior of a private Residential property for Inspection. For the purposes of inspecting Commercial Business Containers for compliance with this Chapter, the City may conduct Container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring, where applicable.

- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of Residential property interiors) and shall cooperate with City employees and/or its Designees during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment, where required; or (iii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- C. Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 *et seq.*
- D. City representatives and/or its Designees are authorized to conduct any Inspections, Remote Monitoring or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints. Collectors shall relay to City in writing all written complaints they receive.

SECTION 8.44.240 Enforcement

- A. Violation of Sections 8.44.140 through 8.44.220 shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by an Enforcement Official or representative. Enforcement Actions under this Section include the issuance of an administrative citation and assessment of a fine. . The procedures in Chapter 3.28 shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations.

C. Enforcement pursuant to this Section may be undertaken by the Enforcement Official.

D. Process for Enforcement

1. Enforcement Officials and/or their Designees will monitor compliance with Sections 8.44.140 through 8.44.220 randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program, which may include Remote Monitoring.
2. The City may issue an official notification to notify regulated entities of its obligations under Sections 8.44.140 through 8.44.220.
3. For incidences of Prohibited Container Contaminants found in Containers, the jurisdiction will issue a Notice of Violation to any Generator found to have Prohibited Container Contaminants in a Container. Such notice will be provide via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants. If the City or its authorized Designees observe Prohibited Container Contaminants in a Generator's Containers on three occasions within a six-month time period, the City may assess Contamination processing fees or Contamination penalties on the Generator.
4. With the exception of violations by Generator of Container Contamination provisions enforced pursuant to Section 8.44.240(D)(3), the City shall issue a Notice of Violation requiring compliance within sixty (60) days of issuance of the Notice of Violation.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Chapter 3.20 of Title 3 of the Coachella Municipal Code.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the Collection services, depending upon available information.

E. Penalty Amounts for Types of Violations

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.

3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.
4. The penalties shall be consistent with Government Code section 36900.

F. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).
2. The violator's ability to pay.
3. The willfulness of the violator's misconduct.
4. Whether the violator took measures to avoid or mitigate violations of Sections 8.44.140 through 8.44.220 this Chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the violator.

G. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures for appeals of administrative citations pursuant to Chapter 3.28. Evidence may be

presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the City or City designee will conduct Inspections, Remote Monitoring, Route Reviews, waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

J. Civil Penalties for Non-Compliance Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section and State law, as needed.



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt 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.

STAFF RECOMMENDATION:

Adopt Resolution No. 2022-14 approving a job title change for Public Works Streets Maintenance Worker – Trainee I/II to Graffiti Maintenance Worker and approving a salary scale at Grade 5.

EXECUTIVE SUMMARY:

The Graffiti Abatement position has been in operating under a Public Works Streets Maintenance Worker – Trainee I/II job description and staff recommends an update to the position title and duties for a Graffiti Maintenance Worker.

BACKGROUND:

The Graffiti Maintenance Worker position was initially created in 2008 but was moved into the Public Works Department to include Street Maintenance Worker – Trainee I/II duties. The position is currently supervised within the Development Services Department’s Code Enforcement Division and will be classified in the Miscellaneous Unit.

DISCUSSION/ANALYSIS:

Staff recommends the recruitment for Graffiti Maintenance Worker to fill vacant position in the Graffiti Abatement Division. The position is needed to abate the constant graffiti reports the department receives from the community and maintain a high standard in the quality of life and aesthetics for Coachella residents and businesses. The Graffiti Abatement position currently covers over forty tags per day throughout the city that include locations ranging from parks, restrooms, community walls, retention basins and more. The position has assumed additional duties to with the growth in the City’s art in public places program to add graffiti protector to murals throughout the city that are part of the City’s art in public places inventory.

The salary scale of the Graffiti Maintenance Worker position is recommended to be slightly above (\$4,370.18/year) of the current salary scale for the Street Maintenance Worker position, due to the additional duties necessary for the Graffiti Maintenance Worker position.

Position	Existing Salary Pay Grade 26	Proposed Salary Pay Grade 5
Public Works Streets Maintenance Worker – Trainee I/II	\$48,007.44 – \$61,268.69	
Graffiti Maintenance Worker		\$52,377.62 - \$66,822.91

FISCAL IMPACT:

The requested reclassification of the Public Works Streets Maintenance Worker to Graffiti Maintenance Worker at pay grade 5 will result in an increase of approximately \$4,370.18 per year for this position.

ALTERNATIVES:

1. Approve staff’s recommendation to approve Resolution No. 2022-14 approving a job title change from Public Works Streets Maintenance Worker – Trainee I/II to Graffiti Maintenance Worker and approving the salary scale at grade 5.
2. Continue and recommend modifications to the job description.
3. Do not approve the job title change and change in salary scale.

Attachments:

1. Resolution No. 2022-14
2. Graffiti Maintenance Worker Job Description

RESOLUTION NO. 2022-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING A JOB TITLE CHANGE FROM PUBLIC WORKS STREETS MAINTENANCE WORKER TO GRAFFITI MAINTENANCE WORKER AND APPROVING A SALARY SCALE AT GRADE 5

WHEREAS, the Graffiti Maintenance Worker position will be recruited and filled immediately due to the vacancy and need within the Code Enforcement Division; and

WHEREAS, in preparation of the pending recruitment, staff evaluated the needs of the Graffiti Maintenance Worker; and

WHEREAS, the Graffiti Maintenance Worker position's stated duties are intended for the Public Works Street Maintenance Worker and staff recommends a change from Public Works Streets Maintenance Worker – Trainee I/II to Graffiti Maintenance Worker; and

WHEREAS, the salary scale for Graffiti Maintenance Worker request shall be adjusted from the existing pay grade 26 and approved to be set at Grade 5.

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. 2022-14, a Resolution of the City Council of Coachella, California, Approving the Job Title Change from Public Works Streets Maintenance Worker – Trainee I/II to Graffiti Maintenance Worker and approving the revised job description, and setting the salary scale for Graffiti Maintenance Worker positions at Grade 5.

PASSED, APPROVED and ADOPTED this 9th 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. 2022-14 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



City Hall
1515 Sixth Street
53990 Enterprise Way
Coachella, CA 92260
Telephone: (760) 398-3502

~~December 2008~~ February 2022

FLSA: NON-EXEMPT

GRAFFITI MAINTENANCE WORKER

DEFINITION

Under general supervision, performs a variety of routine maintenance involved in the removal and abatement of graffiti from City facilities, buildings, and related areas; operates equipment used in the removal of graffiti; performs minor servicing to equipment; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Code Compliance Manager. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a single-position classification that performs routine graffiti abatement activities of City infrastructure, facilities, and systems. Incumbents perform day-to-day graffiti removal activities to ensure that City facilities, buildings, and related areas provide the highest level of safety for public use and visual enhancement. This class is distinguished from the other maintenance workers in that it performs duties primarily related to graffiti removal activities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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.

- Maintains the cleanliness of City facilities, buildings, parks, and related areas, including removing graffiti; inspects areas for graffiti and hazardous objects to ensure the safety of the public.
- **Mixes paint and matches colors. Tapes, tints, primes and/or texturizes walls and other surfaces in preparation for brush or spray gun painting. Paints wood, metal, stucco, wallboard, brick, cement and other surfaces.**
- Operates a variety of equipment including pressure washers, free sprayers, ~~paint trailer unit~~, and boom lift to remove graffiti.
- Performs general servicing of equipment, including cleaning of graffiti ~~paint trailer~~ **sprayer**; reports mechanical or other equipment problems.
- Observes and reports hazards including traffic hazards, abandoned vehicles, holes in roadways, missing or damaged signs, and burned out street lights. **Determines precautions necessary for safe operations.**
- ~~➤ Monitors surveillance systems for potential violations and hazards; reports hazards; and determines precautions necessary for safe operations.~~
- Receives, records, and investigates complaints from the public and staff regarding hazards; writes

police incident reports; documents violations by securing photographs and other pertinent data; maintains reports and records as required.

- Assists code compliance officers with cleanup of residential, industrial, and/or commercial areas.
- Meets with City code compliance and public works staff and contractors regarding complaints; **assists in** coordinating activities with other staff and contractors.
- Observes safety precautions while operating vehicles and equipment.
- Responds to complaints and answers questions from public or escalates to supervisor, as necessary.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles, practices, tools, and materials as they relate to the maintenance of infrastructure, facilities, systems, and appurtenances similar to those in a municipal environment.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and light to heavy power equipment.
- Operational characteristics of specialized graffiti removal equipment.
- Occupational hazards and safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Safe driving rules and practices.
- Applicable Federal, State, and local laws, codes, and regulations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Identify and implement effective course of action to complete assigned work.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and light to heavy equipment used for graffiti removal.
- Perform routine equipment maintenance.
- Perform manual labor for extended periods of time in all types of weather.
- Learn, interpret, and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Operate a motor vehicle safely.
- Maintain accurate logs, records, and basic written reports of work performed.
- Follow department policies and procedures related to assigned duties.
- Understand and follow oral and written instructions.
- Organize own work, set priorities, and meet critical time deadlines.
- 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 experience in small and/or heavy equipment operation.

Licenses and Certifications:

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

PHYSICAL DEMANDS

Must possess mobility to work in and around City buildings and facilities, to operate a motor vehicle and drive on surface streets; strength, stamina, and mobility to perform light to medium physical work, to work in confined spaces and around machines, to climb and descend ladders, and to operate varied hand and power tools and equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 75 pounds, and heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Employees work in and around buildings and facilities and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.

Revised 1/20/22



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members
FROM: Gabriel Perez, Development Services Director
SUBJECT: Adopt Resolution No. 2022-15 Approving the Funding of a Code Enforcement Officer

STAFF RECOMMENDATION:

Adopt Resolution No. 2022-15 approving the funding of a Code Enforcement Officer.

DISCUSSION/ANALYSIS:

Due to the promotion of Rene Rosales from Senior Code Enforcement Officer to Code Enforcement Manager in 2019, the vacated Senior Code Enforcement Officer was left unfilled and the Senior Code Officer position is no longer a budgeted position. The Code Enforcement Division is in need of recruiting a Code Enforcement Officer level position to address the quality of life issues that are reported by Coachella residents. The Code Enforcement Officer position is an existing position under the Miscellaneous Unit. Recruitment at the Code Enforcement Officer position is below the salary scale of the Senior Code Enforcement Officer position.

Position	Pay Grade	Existing Salary
Sr. Code Enforcement Officer	15	\$68,825.02 – 87,877.30
Code Enforcement Officer	9	\$59,869.37 – 76,359.82

FISCAL IMPACT:

The requested Code Enforcement Officer position pay grade 9 will result in a salary savings (\$8,955.65) by not rehiring a Senior Code Enforcement Officer. Approval of the request requires the City Council to fund the position at the salary scale of \$59,869.37-\$76,359.82 appropriating the necessary funds in the Code Enforcement Division in the amount of \$64,000.

ALTERNATIVES:

1. Approve staff’s recommendation to approve Resolution No. 2022-15 approving the funding of a Code Enforcement Officer.
2. Continue and suggest other modifications.

Attachments:

1. Resolution No. 2022-15
2. Code Enforcement Officer Job Description

RESOLUTION NO. 2022-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE FUNDING OF A CODE ENFORCEMENT OFFICER

WHEREAS, two Senior Code Enforcement Officer position existed in 2019 in the Code Enforcement Division and one of the positions was vacated and left unfilled; and

WHEREAS, the unfilled Senior Code Enforcement Officer position was not budgeted by the City of Coachella in fiscal year 21/22; and

WHEREAS, the staffing assistance at the Code Enforcement Officer level is required and needed to maintain and enhance the quality of life of Coachella residents; and

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. 2022-15, a Resolution of the City Council of Coachella, California, Approving the Funding of the Code Enforcement Officer and approving the revised job description.

PASSED, APPROVED and ADOPTED this 9th 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. 2022-15 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



Code Enforcement Officer

Class Code:
0333-001

Bargaining Unit: Sanitary and
Miscellaneous

CITY OF COACHELLA
Established Date: Oct 25, 2017
Revision Date: Jul 1, 2021

DEFINITION:

Under general supervision, performs a variety of routine to complex technical and public contact duties related to the City's code compliance program, including the identification, investigation, and correction of violations of the City's municipal, zoning, housing, tree, business, development, and signage codes; investigates citizen complaints of public nuisances and quality of life issues and seeks voluntary compliance or issues citations and initiates abatement procedures; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Code Compliance Manager. Exercises no supervision of staff.

CLASS CHARACTERISTICS

This is the full journey-level class in the Code Compliance series that performs the full range of duties related to inspection and compliance activities required to ensure compliance with the City's municipal, zoning, housing, tree, development, and signage codes. Responsibilities include the authority to cite violators and initiate court proceedings for compliance. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental and City activities, and extensive staff, public, and organizational contact. 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 Senior Code Enforcement Officer in that the latter is responsible for technical and functional direction over lower-level code compliance staff and is capable of performing the most complex duties assigned to the function.

EXAMPLES OF DUTIES:

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

- Receives, records, and investigates complaints from the public and staff regarding violations of municipal, building, and zoning codes, ordinances, housing standards, and health and safety regulations; documents violations by securing photographs and other pertinent data; researches ownership records, prior complaints, municipal codes and ordinances, and State regulations to establish whether a violation has occurred.

- Initiates contacts with residents, business representatives, and other parties to explain the nature of incurred violations and to encourage compliance with municipal codes, ordinances, and community standards; initiates abatement of dangerous properties and vector control issues of vacant properties; provides confirmation regarding code regulations to the public by telephone and in person.
- Prepares and issues notices of violation or noncompliance, final notices, misdemeanor and parking citations, and other correspondence according to applicable codes and regulations; issues letters to property owners notifying them of violation; as appropriate, affixes notices of violation on properties to abate fire and public safety hazards and nuisances.
- Meets with City planning, building, engineering, police, and public works staff, and legal counsel regarding complaints; coordinates activities with other code compliance personnel and departments.
- Coordinates and conducts follow-up abatement procedures including the preparation of additional correspondence, site visits, and communication with property owners and attorneys; conducts follow-up investigations to ensure compliance with applicable codes and ordinances; prepares non-compliance cases for legal action; presents testimony at hearings.
- Makes drive-by or on-site inspections of residential, industrial, and/or commercial areas; notes possible violations at other property sites during the course of field investigations.
- Provides information to violators, the general public, business community, and other government agencies regarding codes, laws, and ordinances; responds to questions, complaints, and inquiries.
- Drafts and recommends revisions to City code enforcement policies, procedures, and standards.
- Participates in recommending, developing, and administering policies, procedures, and projects to ensure efficient and effective code enforcement activities in compliance with City guidelines, standards, goals, and objectives.
- Performs a variety of public relations and outreach work related to assigned activities.
- Maintains files, databases, and records related to citations and violations; prepares a variety of written reports, memoranda, and correspondence.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and techniques of code violation investigation and compliance.
- Methods and procedures used in code compliance including citation issuance procedures, methods used to obtain various types of inspection warrants, and principles used to prepare legal documents.
- Practices for documenting inspections, correcting violations, and carrying through on court procedures.
- Basic requirements of zoning and related codes, ordinances, and regulations.
- Applicable Federal, State, and local laws, codes, and regulations and administrative and departmental policies.
- Legal descriptions and boundary maps of real property and legal terminology as used in code compliance.
- Occupational hazards and standard safety practices necessary in the area of code compliance.
- Research and reporting methods, techniques, and procedures.
- Principles and procedures of record keeping, technical report writing, and preparation of correspondence and presentations.
- Safety equipment and practices related to the work, including safe driving rules and practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations and with property owners, developers, contractors, and the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Explain codes and regulations to property owners, residents, and others.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, regulations, codes, and departmental policies.
- Understand and explain occupational hazards and standard safety practices related to code compliance.
- Identify and respond to issues and concerns of management, City government, a variety of professional groups, commissions, and committees, and the general public.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations and in meetings with individuals.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and timely manner.
- Prepare clear and concise reports, correspondence, and other written materials.
- Make accurate arithmetic, financial, and statistical computations.
- 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 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.

QUALIFICATIONS:

Education and Experience:

Any combination of training and experience, which 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 supplemented by some college-level coursework or technical training in code compliance, and two (2) years of increasingly responsible municipal code compliance experience.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record and automobile insurance.
- Must obtain a California PC832 certificate within six (6) months of employment

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; to inspect various City sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points; and to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. 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 partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Resolution No. 2022-17 Approving the Creation and Funding for a Full-Time Senior Center Operator Position

STAFF RECOMMENDATION:

Approve Resolution No. 2022-17 approving the creation and funding for a full-time Senior Center Operator position.

BACKGROUND:

The Senior Center Bus Driver is a part-time position whose primary duty is transporting the City's seniors to and from the Senior Center. The position works thirty (30) hours per week, Monday-Friday.

The position has been vacant since April 2021. Staff has recruited and held interviews to fill this vacancy three (3) times. Each time, final candidates were selected but were either unable to provide proof of the required Class B driver's license with passenger endorsement, or they accepted the job offer but then later declined it.

DISCUSSION/ANALYSIS:

To improve the City's ability to successfully fill this position, staff is recommending that it be changed from a part-time Senior Center Bus Driver to a full-time Senior Center Operator. The position would continue to drive our seniors to and from the Senior Center, but would also provide building maintenance duties at the Senior Center.

The Senior Center Operator position falls under the Sanitary and Miscellaneous Employees bargaining unit and would be added to their existing Salary Schedule as a Pay Grade 26, salary range \$48,007.44 to \$58,340.88 annually. The position would report to the Senior Center Coordinator and would have a Monday-Friday workweek to mirror the Senior Center's operating schedule.

FISCAL IMPACT:

Approval of the position would add \$19,599.84 to the salary and benefits of the Senior Center department's current operating budget, and funds would be appropriated from the General Fund.

Attachments:

Resolution No. 2022-17

Senior Center Operator Job Description

RESOLUTION NO. 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND FUNDING FOR A FULL-TIME SENIOR CENTER OPERATOR POSITION

WHEREAS, the City has a funded vacant part-time Senior Center Bus Driver position;

WHEREAS, Senior Center operations has determined that it will better serve the Center’s needs to recruit and fill a full-time Senior Center Operator position instead;

WHEREAS, the Senior Center Operator position falls under the Sanitary and Miscellaneous Employees bargaining unit and would be added to their existing Salary Schedule as a Pay Grade 26, salary \$48,007.44 to \$58,340.88 annually. The position would report to the Senior Center Coordinator and would have a Monday-Friday workweek to mirror the Senior Center’s operating schedule;

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. 2022-17 a Resolution of the City Council of Coachella, California, approving the creation and funding for a full-time Senior Center Operator position.

PASSED, APPROVED and ADOPTED this 9th 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. 2022-17 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of February 2022 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk



Civic Center
53990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

FEBRUARY 2022

FLSA: NON-EXEMPT

SENIOR CENTER OPERATOR

DEFINITION

Under general supervision, performs a variety of custodial and building maintenance and repair work; provides maintenance support to the Facilities Division; operates vehicles in the transportation of citizens and staff; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory and management staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a journey-level class in the building maintenance functional area and provides transport to citizens/staff to city facilities. The position performs the full range of duties required to ensure that City buildings provide the highest level of safety for public and staff use. Responsibilities include inspecting and attending to assigned areas in a timely manner, and performing a wide variety of tasks in the maintenance and repair of buildings or equipment, including maintaining, replacing, repairing basic plumbing and electrical systems and fixtures, and assisting in custodial duties as necessary. Responsibilities also require providing the highest level of transport services for citizens and staff, completion of pre and post trip requirements.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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.

- Sweeps, mops, waxes, buffs, and polishes floors; cleans carpets and repairs carpet damage; dusts and polishes furniture, woodwork, fixtures, and equipment.
- Washes windows and walls; empties and cleans waste receptacles; cleans and maintains supplies in restrooms.
- Performs minor maintenance and repairs on equipment or buildings such as replacing light bulbs, fixing doors, repairing door locks, or minor painting.
- Unlocks and locks entrances to buildings; inspects buildings for safety hazards.
- Operates a variety of electrical cleaning equipment; maintains and orders custodial equipment and supplies.
- Performs various tasks in moving or rearranging furniture, desks and other equipment; sets up rooms and other City facilities for meetings and special events.
- Maintains proper standards of cleanliness in assigned areas.

- Maintains, repairs, and replaces plumbing systems and fixtures such as faucets, drinking fountains, water closet, urinals, water regulators and pressure valves.
- Replaces light bulbs and time clocks.
- Provides periodic basic maintenance to air conditioning and heating units.
- Performs basic repairs to buildings, including plaster patch, painting, masonry, and replacing glass and ceiling tiles.
- Operates a variety of hand and power tools and equipment pertinent to the maintenance of area assigned; makes minor adjustments on service equipment; maintains tools and equipment in working order.
- Picks up and delivers documents and other items from/to various City locations.
- Performs routine maintenance on City vehicles used in performing assigned work.
- Orders supplies and materials as needed and as directed.
- Submits and fills work orders.
- Maintains records of work performed.
- Assists in setting up City-sponsored special events.
- May maintain, repair, and replace electrical systems including light switches, motors, wall receptacles and conduits.
- Serves as a bus driver and is responsible for transporting citizens/staff to the Senior Center and various outings and events.
- Responsible for ensuring the routine maintenance of the City bus, including scheduling of bus service and maintenance.
- Operates a passenger vehicle to transport citizens to and from their homes, senior center, or other City sites; oversees the loading, seating, and unloading of passengers from vehicles.
- Assists passengers with special needs in accessing and departing from vehicles, including using wheelchair lifts to load passengers onto vehicles and securing passengers.
- Performs maintenance and safety checks and inspections on assigned vehicles and notifies supervisor of defects and needed repairs; prepares and submits inspection reports; maintains vehicle operation records and logs.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Practices, methods, equipment, tools and materials used in maintaining, cleaning and repairing buildings, office space, and meeting rooms.
- Basic construction and repair methods, including carpentry, pipe fitting, painting, systems of lighting controls, and plumbing repair and installation.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and power equipment.
- Shop arithmetic.
- Safe work methods and safety practices pertaining to the work, including the handling of hazardous chemicals.
- Safe driving rules and practices.
- Basic computer applications related to the work.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.
- Principles, practices, and service delivery needs related to senior services.

- Applicable Federal, State, and local laws, codes, and regulations related to senior services and related facilities.
- Safety principles and practices, including first aid and adult cardiopulmonary resuscitation.

Ability to:

- Perform maintenance, repair and custodial work in a variety of City buildings and facilities.
- Troubleshoot maintenance problems and determining materials and supplies required for repair.
- Work from sketches, blueprints, or drawings.
- Make accurate arithmetic calculations.
- Maintain accurate logs, records and basic written records of work performed.
- Skillfully and safely use and operate hand tools, mechanical equipment, power tools, and a variety of custodial equipment required for the work.
- Perform routine equipment maintenance.
- Follow policies and procedures related to assigned duties.
- Understand and follow oral and written instructions.
- Organize own work, set priorities, and meet critical time deadlines.
- 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, one (1) year of experience in custodial and/or facilities maintenance and repair work, and one (1) year of experience in driving automobiles or vans in transporting passengers.

Licenses and Certifications:

- Valid California class B driver's license with passenger endorsement, satisfactory driving record and automobile insurance.
- Possession of, or ability to obtain, First Aid, Automated External Defibrillator (AED), Adult Cardiopulmonary Resuscitation (CPR) within one year of employment.

PHYSICAL DEMANDS

Must possess mobility to work in and around City buildings and facilities, to operate a motor vehicle and drive on surface streets; strength, stamina, and mobility to perform light to medium physical work, to work in confined spaces and around machines, to climb and descend ladders, and to operate varied hand and power tools and equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 75 pounds, and heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Employees work in and around buildings and facilities and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may be exposed to blood and body fluids rendering First Aid and CPR and are required to wear appropriate attire for the recreation activity to which they are assigned. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director -and-
Celina Jimenez, Grants Manager

SUBJECT: Adopt 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

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt 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 for grant funds in the amount of \$611,655.

BACKGROUND:

The City of Coachella received a grant award from the California Department of Justice (DOJ) for the Proposition 56 – Tobacco Grant Program to hire a Community Service Officer for three (3) full years. City Council previously authorized the City Manager to accept the award of funds and amend the City’s public safety contract with Riverside County Sheriffs to hire a Community Services Officer at the City’s regularly scheduled Council meeting on December 8, 2021. The City has executed an amendment to the public safety contract and is awaiting approval by the Riverside County Sheriff’s office. Entering into this MOU is a DOJ program requirement to address grant program administration requirements under the terms of the grant program.

DISCUSSION/ANALYSIS:

The City will be able to use grant funds to pay for a non-sworn Community Service Officer who will be conducting tobacco enforcement programs that include minor decoy operations that test tobacco sellers’ compliance with age-verification sale requirements, shoulder tap operations that ask someone of legal age to purchase tobacco products for a minor, and compliance checks to ensure retailers are adhering to tobacco retail laws. In addition, the Community Service Officer will be conducting tobacco prevention related outreach campaigns at middle schools and high schools in an effort to prevent underage smoking.

The MOU states that the City will follow program requirements and comply with other administrative actions outlined in the grant program to facilitate funding the Community Service

Officer position.

FISCAL IMPACT:

The total amount of this grant award is \$611,655, which includes \$5,000 for administrative costs. Funding was appropriated as part of a previous Council action.

ATTACHMENTS:

1. Resolution No. 2022-18
2. Memorandum of Understanding DOJ-PROP56-2021-22-1-018

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, AUTHORIZING THE CITY OF COACHELLA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO GRANT PROGRAM AND ACCEPT GRANT FUNDS IN THE AMOUNT OF \$611,655

WHEREAS, the City of Coachella (City) is interested in participating in the Tobacco Grant Program, which is made available through The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the City; and

WHEREAS, on April 14, 2021, the City in conjunction with the Coachella Police Department submitted a grant proposal to the DOJ; and

WHEREAS, following the City's submittal of a proposal for the Program, on November 18, 2021, the DOJ offered to award the City for a three-year grant program ending June 30, 2025; and

WHEREAS, on November 30, 2021, the City submitted a Letter of Intent to Accept the Tobacco Grant Program Award; and

WHEREAS, grant funds will be used to fund a full-time Coachella Police Department Community Service Officer to conduct tobacco enforcement operations; and

WHEREAS, Council approved Resolution No. 2021-77 authorizing the City Manager to accept the grant award and amend the City's public safety contract for police services with the County of Riverside to hire an additional Community Service Officer; and

WHEREAS, in order to be eligible to receive grant funding, the City must submit a completed Grant Award Memorandum of Understanding to the DOJ.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Manager or a designated representative including as needed an authorized representative of the City's Police Department through the police public safety contract with the Riverside County Sheriff's Office are hereby authorized and directed to enter into a Memorandum of Understanding with the DOJ for grant funds awarded through the Tobacco Grant Program.

PASSED, APPROVED, AND ADOPTED this 9th 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. 2022-18 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Department of Justice (hereinafter, "Department") and the City of Coachella (hereinafter, "Grantee"), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Summary of Award document to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the "Act"), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated March 2021), and Summary of Award document are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

The Department agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the project or scope of work included in the approved Summary of Award document, upon receipt of invoices from Grantee and approval of the invoices by the Department, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the Department shall have the option to either cancel this MOU with no liability occurring to the Department, or offer an addendum to the Grantee to reflect the reduced amount.

ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, the Department may take one or more of the actions described under Noncompliance in the Grantee Handbook.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless the Department, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The Department may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

TERMS

Grant Duration: 12/1/2021 – 6/30/2025

Award Amount				
Category of Expenditure	Budget FY 2021-2022	Budget FY 2022-2023	Budget FY 2023-2024	Budget FY 2024-2025
Personal Services	\$195,885	\$195,885	\$195,885	\$0
Operating Expenses and Equipment	\$3,000	\$3,000	\$3,000	\$0
Administrative Costs (Not to Exceed 5%)	\$5,000	\$5,000	\$5,000	\$0
TOTAL AWARD AMOUNT	\$611,655			

The time limit for reimbursements against this award ends 6/30/2025. Requests received after 7/15/2025 cannot be reimbursed by the Department.

GRANTEE CONTACT INFORMATION

Gabriel D. Martin, PhD – City Manager
 City of Coachella, Administration Department
 53990 Enterprise Way, Coachella, CA 92236
 (760) 398-3502
 GMartin@coachella.org

AUTHORIZATION

The Department and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

DR. GABRIEL MARTIN
 City Manager

 Date

LT RANDY VASQUEZ
 Riverside County Sheriff's Department

 Date

STACY HEINSEN, GRANT MGR.
 Division of Operations
 California Department of Justice

 Date

CHRIS RYAN, CHIEF
 Division of Operations
 California Department of Justice

 Date



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve vehicle leases for FY 2021/22 with Enterprise Fleet Management Inc.

SPECIFICS:

- Approve vehicle surplus listing and replacement for 2021/2022.
- Authorize the City Manager to approve the Lease Rate Quotes for: eight (8) Ford F-150 units, one (1) Ford Escape and two (2) Ford Explorers from Enterprise Fleet Management, Inc.
- Authorize FY 21/22 appropriation of \$76,643.28 for lease payments of 11 (eleven) new units.

STAFF RECOMMENDATION:

It is recommended that the City Council:

- Approve vehicle surplus listing and replacement for 2021/2022.
- Authorize the City Manager to approve a Lease Rate Quote for lease of eight (8) Ford F-150 units, one (1) Ford Escape and two (2) Ford Explorers from Enterprise Fleet Management, Inc.
- Authorize FY 21/22 appropriation of \$76,643.28 for lease payments of 11 (eleven) new units.

BACKGROUND:

The City maintains a fleet of vehicles and equipment for use by various City departments, which include light, medium and heavy-duty vehicles. Prior to 2019, the City of Coachella has historically purchased and owned all fleet vehicles and equipment. Since 2020, the City of Coachella has leased its light duty vehicles to decrease the average age of these units; in 2018 the average age of these units was 13 years.

Today the average age of the City's fleet is 9 years. This positive change in the reduced age of the City's fleet is due to the City Council's decision, in February 2020, to surplus and replace eleven/twelve units annually through a Master Equity Lease Agreement with Enterprise Fleet Management (EFM).

DISCUSSION/ANALYSIS:

This is the third year of this program, staff is recommending the following eleven (11) units be surplus and replaced/maintenance services provided through the EFM lease program;

Vehicle #	Year	Make	Model	VIN	Mileage
#300	2006	Chrysler	300M	2C3KA53GX6H358369	115,037
#14	2009	Ford	Escape	1FMCU49359KB26101	71,494
#32	2006	Ford	F-150	1FTRX12W76KCO1904	97,029
#53	2007	Ford	Ranger	1FTYR14E87PA86647	84,730
#10	2008	Ford	Ranger	1FTYR14E98PA49267	91,112
#70	2013	Ford	F-150	1FTEX1CM4DFB76929	82,263
#11	2006	Ford	Ranger	1FTYR14E76PA49720	68,444
#106	2004	Chev	Silverado	1GBHC24U14E234311	61,393
#24	2006	Ford	Ranger	1FTYR14E06PA49722	77,122
#38	2008	Ford	Escape	1FMCU03198KC38608	73,052
#23	2014	Ford	F-150	1FTFX1CF7EKD62236	72,964

The above noted vehicle replacements for FY 21/22 are based on vehicle age and mileage. To maintain a standardized fleet staff recommends replacement units for those listed above be:

- eight (8) 2022 Ford F-150XL 4x2 SuperCab units; cost per unit with maintenance \$586.54;
- one (1) Ford Escape; cost per unit with maintenance \$505.76;
- two (2) Ford Explorers; cost per unit with maintenance \$594.43.

FISCAL IMPACT:

The annual fiscal impact for leasing these additional eleven (11) new units from Enterprise Fleet Management is \$76,643.28. Staff is requesting an appropriation of \$76,643.28 to lease the identified equipment. Staff estimates the equipment being surplus will decrease the net appropriation after auctioned by \$25,000-\$30,000.

Attachments:

Lease Rate Quotes

Prepared For: City of Coachella
Martinez, Maritza

Date 01/27/2022
AE/AM RRM/M7B

Unit #

Year 2022 **Make** Ford **Model** Escape
Series S 4dr Front-Wheel Drive

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

\$ 24,822.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 404.61 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Dark Earth Gray w/Cloth Front Bucket Seats
Lic. Plate Type	Exempt
GVWR	0

\$ 25,147.00	Total Capitalized Amount (Delivered Price)
\$ 339.48	Depreciation Reserve @ <u>1.3500%</u>
\$ 88.13	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 427.61	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 40.73	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 40.73 Additional Services SubTotal

\$ 37.42	Sales Tax <u>8.7500%</u>	State CA
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\$ 505.76 Total Monthly Rental Including Additional Services

\$ 4,778.20	Reduced Book Value at <u>60</u> Months
\$ 450.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc. that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2022 Ford Escape S 4dr Front-Wheel Drive - US

Series ID: U0F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$25,229	\$26,010.00
Total Options	\$188.00	\$200.00
Destination Charge	\$1,245.00	\$1,245.00
Total Price	\$26,662.00	\$27,455.00

SELECTED COLOR:

Exterior: YZ-Oxford White
 Interior: VH-Dark Earth Gray w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
106WB	106" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
50B	Front & Rear Floor Liners w/Carpet Mats	\$188.00	\$200.00
996	Engine: 1.5L EcoBoost	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
V	Cloth Front Bucket Seats	Included	Included
VH_01	Dark Earth Gray w/Cloth Front Bucket Seats	NC	NC
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Item 13.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights

Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: pedestrian detection
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 181-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

Prepared For: City of Coachella
Martinez, Maritza

Date: 01/27/2022
AE/AM: RRM/M7B

Unit #

Year: 2022 **Make:** Ford **Model:** Explorer

Series: Base 4dr 4x2

Vehicle Order Type: Ordered **Term:** 60 **State:** CA **Customer#:** 588084

\$ 29,596.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 496.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Sandstone w/Cloth Captain's Chairs
Lic. Plate Type	Exempt
GVWR	0

\$ 29,921.00	Total Capitalized Amount (Delivered Price)
\$ 403.93	Depreciation Reserve @ <u>1.3500%</u>
\$ 104.51	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 508.44	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 41.50	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 41.50 Additional Services SubTotal

\$ 44.49	Sales Tax <u>8.7500%</u>	State CA
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\$ 594.43 Total Monthly Rental Including Additional Services

\$ 5,685.20	Reduced Book Value at <u>60</u> Months
\$ 450.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc. that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2022 Ford Explorer Base 4dr 4x2 - US

Series ID: K7B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$32,248	\$33,245.00
Total Options	\$188.00	\$200.00
Destination Charge	\$1,295.00	\$1,295.00
Total Price	\$33,731.00	\$34,740.00

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: 7N-Sandstone w/Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
119WB	119.1" Wheelbase	STD	STD
16B	Front & 2nd Row Floor Liners (16B)	\$188.00	\$200.00
7	Cloth Captain's Chairs	Included	Included
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
7N_01	Sandstone w/Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
CONNECT	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included
YZ_02	Oxford White	NC	NC

CONFIGURED FEATURES:

Item 13.

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 3 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 5 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Oil Level Gauge: oil level gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 35-30-35 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

3rd Row Seat Type: fixed third row 50-50 bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Item 13.

Prepared For: City of Coachella
 Martinez, Maritza
Unit # 25KN88
Year 2022 **Make** Ford **Model** F-150
Series XL 4x2 SuperCab 6.5 ft. box 145 in. WB
Vehicle Order Type In-Stock **Term** 60 **State** CA **Customer#** 588084

Date 01/07/2022
AE/AM RRM/M7B

\$ 28,851.81	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 531.01 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 125.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	TBD
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Cloth 40/20
Lic. Plate Type	Exempt
GVWR	0

\$ 28,976.81	Total Capitalized Amount (Delivered Price)
\$ 391.19	Depreciation Reserve @ <u>1.3500%</u>
\$ 110.24	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 501.43	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 41.23	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 43.88	Sales Tax <u>8.7500%</u>	State CA
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Total Monthly Rental Including Additional Services

\$ 5,505.41	Reduced Book Value at <u>60</u> Months
\$ 450.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc. that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 125.00

VEHICLE INFORMATION:

2022 Ford F-150 XL 4x2 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$32,542	\$34,075.00
Total Options	\$2,148.25	\$2,620.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$36,385.25	\$38,390.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A High	\$1,393.00	\$1,530.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
50S	Cruise Control	Included	Included
53A	Trailer Tow Package	\$992.00	\$1,090.00
53B	Class IV Trailer Hitch Receiver	Included	Included
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
76R	Reverse Sensing System	Included	Included
85A	XL Power Equipment Group	Included	Included
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
99B	Engine: 3.3L V6 PFDI	Included	Included
C	Cloth 40/20/40 Front Seat	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
DLR	dealer adjustment	\$-236.75	\$0.00
PAINT	Monotone Paint Application	STD	STD
PTBA	Pro Trailer Backup Assist	Included	Included
STDGV	GVWR: 6,250 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 245/70R17 BSW A/S	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X26	3.73 Axle Ratio	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Item 13.

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance

Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Front Pedestrian Braking: pedestrian detection
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Clock: in-radio display clock
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Ignition Disable: SecuriLock immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Item 13.

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: 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.

STAFF RECOMMENDATION:

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.

EXECUTIVE SUMMARY:

The Coachella Mariachi Festival is a spring event that has occurred since 2017 at Veterans Memorial Park. Staff is recommending the event take place on Saturday, April 2, 2022 from 5pm to 9pm. This year's event is recommended to also take place at Veterans Memorial Park, 1500 Fourth Street, Coachella.

Starting at 5pm the event will highlight four different mariachi groups and one folklorico dance performance. Also available during the event will be: inflatable slides, lawn games, mechanical bull rides, food vendors and a beer garden. This is a free community event and has no admission or parking fees.

Staff is requesting approval to allocate a \$45,000 budget for the event and authorization to allow the operation of a beer garden as part of the event from 5pm-9pm. The requested budget will be utilized as follows:

- Entertainment = \$ 25,000
- Sound = \$8,000
- Rentals = \$9,000
- Marketing = \$3,000

FISCAL IMPACT:

The recommended action will require an appropriation from unallocated general fund reserves totaling \$45,000.



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: 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.

STAFF RECOMMENDATION:

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.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Landscape Maintenance Services for Grapefruit Blvd Medians and Parkway. This RFP closed on January 12, 2022 and the City received three responses. As included in the RFP, the selection criteria used to identify the most qualified Proposer was based upon the highest scoring proposer; scoring was completed based upon a three-member staff selection panel. Each panelist member scored all proposals received per the evaluation criteria established in the RFP:

- Contractor Information (Including References)
 - 25 Points
- Proposed Project Work Schedules
 - 25 Points
- Proposed Facilities, Equipment, Materials, and Staffing Schedule
 - 25 Points
- Cost Proposal
 - 20 Points
- Completeness, Thoroughness, Clarity, and Neatness of Proposal
 - 5 Points

Based upon these selection criteria, the top ranked proposer selected was Vintage Associates, Inc. The scores for each proposer are reflected below:

Scores	<u>1</u>	<u>2</u>	<u>3</u>	<u>-</u>	<u>Totals</u>
Conserve Landcare	79	78	85		242
Mariposa Landscape	64	76	75		215
Vintage Associates, Inc.	78	81	92		251

Staff recommends award of the RFP and corresponding landscape maintenance agreement in an amount not to exceed \$135,240.00 (two-year term) to Vintage Associates, Inc.; the recommended award amount is the two-year contract amount of \$117,600 plus a 15% contingency to allow for plant replacement and rehabilitation as needed throughout the agreement term. The term for the proposed agreement is from February 14, 2022 – February 13, 2024.

FISCAL IMPACT:

The recommended action will require a fiscal year 2021/2022 appropriation from general fund to the Streets Division account, 101-11-148-20-334-000, for \$29,400.00.

Attachments:

Proposed Agreement

**CITY OF COACHELLA
MAINTENANCE SERVICES AGREEMENT**

Project No 121421

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of February, 2022 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 ("City") and Vintage Associates, Inc., a corporation with its principal place of business at 78755 Darby Road, Bermuda Dunes CA 92203 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Landscape Maintenance Services for: Grapefruit Blvd Median and Parkway Project No. 121421 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 14, 2022 to February 13, 2024, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Incorporation of Documents. The following documents shall be referred to collectively as the "Contract Documents," each of which is incorporated into and made part of this Agreement by reference, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Change Orders executed by the City
- Addenda, if any
- Maintenance Services Agreement
- Specific Terms and Conditions
- General Terms and Conditions
- Scope of Services (Exhibit "A")
- Schedule of Services (Exhibit "B")
- Compensation (Exhibit "C")
- Performance and Payment Bond (Exhibit "D")
- Special Provisions (Exhibit "E")
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- The Notice Inviting Proposals, if any
- The Request for Proposals, if any
- Contractor's Proposal

3.1.4 Precedence. To the extent there is a conflict between any portions of the Contract Documents, the order of precedence shall be in the order set forth above.

3.2 Responsibilities of Contractor.

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

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

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

3.2.4 City's Representative. The City hereby designates City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Kyle Gritters, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement and all communications given to the Contractor's Representative shall be as binding as if given to the Contractor. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. The Contractor's Representative shall be present on the work site at all times as required to perform adequate supervision and coordination of the work. Contractor shall not change its Contractor's Representative without written approval of Engineer.

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

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor 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.

3.2.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability

limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with

respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their directors, officials, officers,

employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

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

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

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

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

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

3.2.15 Work Site.

3.2.15.1 Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information available to the Contractor and furnished by the City and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the Contractor performs any maintenance activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Engineer, the Contractor shall assume appropriate responsibility for such performance and shall assume responsibility for the full costs for correction.

3.2.15.2 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior

to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.3 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.4 Hazardous Materials and Differing Conditions. Except as set forth in the Special Conditions or Specifications, should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the

benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred thirty-five thousand two hundred forty dollars and no cents (**\$135,240.00**) without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Agreement.

3.3.2.1 Retainer. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor 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 \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement; Temporary Suspension of Work

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written

notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

3.4.3 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.

3.4.4 Temporary Suspension of Work. The Engineer may order the Contractor to suspend the work on the project, wholly or in part, for such period of time as he may deem necessary due to unsuitable weather or to such other conditions as may be considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure of the Contractor to carry out orders given or to perform any provision of the contract. The Contractor shall immediately comply with the order of the Engineer to suspend the work, wholly or in part, as the order may provide. Work shall be resumed when conditions are favorable or when the methods have been corrected, as ordered or approved in writing by the Engineer.

3.5 General Provisions.

3.5.1 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:

Contractor:

Vintage Associates, Inc.
78755 Darby Road, Bermuda Dunes CA 92203
Attn: David Smith, Vice President

City:

City of Coachella
53-990 Enterprise Way, Coachella CA 92236
Attn: Maritza Martinez, Public Works Department

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City of Coachella, Coachella Fire Protection

District, Coachella Sanitary District, Coachella Water Authority, and their officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, or their officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, or their officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, or their officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City of Coachella, Coachella Fire Protection District, Coachella Sanitary District, Coachella Water Authority, and their officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

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

3.5.8 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.5.18 Anti-Trust Claims. This provision shall be operative if this Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA
AND VINTAGE ASSOCIATES, INC.**

- IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 9TH day of February, 2022.

CITY OF COACHELLA

VINTAGE ASSOCIATES, INC.

By: _____
Gabriel D. Martin, PhD
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____

Its: _____

By: _____
City Clerk

Printed Name: _____

Contractor's License Number and
Classification

APPROVED AS TO FORM:

DIR Registration Number

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

These Specific Terms and Conditions (hereinafter referred to as "specifications") establish the City of Coachella's standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit "A". Please note level of service required for this contract is Level of Service A as these areas are high visibility areas.

1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of City Landscape Maintenance Services for Grapefruit Blvd Medians and Parkways work sites according to each site schedule including, but not limited to, the following:
 - i. Prune, shape and trim shrubs, vines and ground cover plants.
 - ii. Control weeds.
 - iii. Blow hardscape clean.
 - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - v. Maintain all parts of irrigation system.
 - vi. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
 - vii. Maintain all work sites in a safe, attractive and usable condition.
 - viii. Empty trash cans and remove litter **at each site**.
 - ix. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - x. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - xi. Contractors shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems.
 - xii. Contractor shall complete and submit a monthly Site Inspection form **per each site**.

- xiii. Contractor shall examine each playground wood chip surface area and any litter/unwanted material removed. Wood chips are to be raked and care taken to ensure an even dispersion of the chip. Weeds shall be removed immediately.
- xiv. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for

corrections the landscape area plant materials, and designated hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

CONTRACTOR’S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

Bi
Daily Weekly Monthly Quarterly Annually

Mowing and Edging		1x &/or 2x			
Litter Removal	x				
Weed Control		X			
Minor Tree Pruning				X	
Ground Cover Edge/Trim		X			
Shrub Trimming		X			
DG / Wood Chip Raking		X			
Parkway Area Main.		X			
Irrigation Main.	x				
Herbicide Application				X	
Pest Control				X	
Hardscape Surfaces		X			

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City, hereinafter referred to as the FREQUENCY SCHEDULE. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walkthrough of the Parks. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
 1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
 3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
 1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
 2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
 3. A monthly report, including an irrigation inspection report, based upon the schedule outlined in the Frequency Schedule and will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence..**

4. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a \$200 Performance Deficiency Deduction per occurrence.

SAFETY

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

REPORTING DAMAGE/MALFUNCTION/VANDALISM

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

STORAGE FACILITIES

The City of Coachella shall not provide any storage facilities for the Contractors.

PLANT MAINTENANCE

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.
- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and throughout the term of this contract due to neglect, lack of maintenance or improper care.

- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.

TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.
- F. The Contractor shall remove their debris from pruning and tree maintenance the same working day as accumulated. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor.

Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.

- I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

SHRUB MAINTENANCE

A. Pruning

1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
3. Pruning shall be done with sharp pruning tools and no weed eaters.
4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
8. Care shall be taken to prevent soil build-up around the crown of shrubs.
9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
11. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicle sight distance depending upon roadway topography.

B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

D. Fertilization

SEE FERTILIZER APPLICATIONS Section below.

E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

GROUND COVER MAINTENANCE

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL, PEST CONTROL, and HERBICIDES** Sections below.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Remove debris that accumulates on ground fixed lighting fixtures.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.

- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, pennisetum grass shall be controlled with chemical means only.
- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

PEST CONTROL

General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

Application of Pesticides

- A. Notification: City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
- C. Irrigation: Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides: The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials: Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative. Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.
- H. Licenses and Permits: The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.
- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
1. The pest to be controlled
 2. Method of control
 3. Copies of the product labels
 4. MSDS Sheets
 5. A frequency schedule
 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Herbicides

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

- A. All creeping grasses shall be kept out of shrubs and groundcovers.

- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.
- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.

LITTER CONTROL / DEBRIS REMOVAL

- A. All litter will be picked up by daily at scheduled sites.
- a. This includes all debris discarded by the public during the use of the facility.
 - b. Pick up all areas including areas around trash enclosures, benches, in medians/planter bed areas. Remove all trash, litter and empty all trash cans.
 - c. Trash should be taken and deposited hauled away by Contractor or trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted areas for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.
- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole expense. Disposal of debris shall not be allowed in any City trashcan, bin or City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
1. No debris will be all allowed to remain at the end of the workday.
 2. All surfaces will be raked or swept after litter and/or weeds are removed.
 3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.

4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
 5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
 6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
 2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.- *Public Education and Outreach viii, Permittees' Employees*, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management**, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

SIDEWALK / HARDSCAPE AREA CLEANING

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Landscape Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by powerwashing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

RESURFACING AND RAKING OF WOOD CHIPS

- A. All work associated with the maintenance and repair of wood chip surfaces include playground areas.
- B. Rake, clean, evenly disperse wood chips using manual methods to achieve a smooth, level and uniform surface.
- C. All wood chip surfaces will be maintained free from weeds, debris or moisture.
- D. In the event of flooding that displaces wood chips, the displaced chips shall be gathered, cleaned of any unwanted material and redistributed to the playground area.

DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

SPECIFIC TERMS & CONDITIONS

GREEN WASTE

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor's monthly report.

EXTRA WORK

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

- 1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
 - A. Work will be executed under the direction of the Contractor’s maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
 - C. City will issue work request for such extra work to be performed.
 - D. Repairs due to vandalism
 - E. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.

Extra work must be approved by the City Representative in writing.

GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to “Acts of God, “i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor’s negligence.

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EXHIBIT "B"
SCHEDULE OF SERVICES

WEEKLY/MONTHLY SCHEDULE SHEET

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Litter Removal Weed Control Ground Cover Shrub Trimming Parkway Main. Hardscapes (27 Hours)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	up
Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Litter Removal Weed Control Ground Cover Shrub Trimming Parkway Main. Hardscapes (27 Hours)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	
Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Litter Removal Weed Control Ground Cover Shrub Trimming Parkway Main. Hardscapes (27 Hours)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	
Irrigation (1HR/Day) Trash Pick-up (1HR)	Irrigation (1 HR/Day) Litter Removal Weed Control Ground Cover Shrub Trimming Parkway Main. Hardscapes (27 Hours)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	Irrigation (1 HR/Day) Trash Pick-up (1 HR)	

Inspectors
Meeting Reports
Supervision - 3 HR/Per Week
CITY OF COACHELLA

ANNUAL SCHEDULE SHEET

JANUARY Minor Tree Pruning	FEBRUARY	MARCH
APRIL Minor Tree Pruning	MAY	JUNE
JULY Minor Tree Pruning	AUGUST	SEPTEMBER
OCTOBER Minor Tree Pruning	NOVEMBER	DECEMBER

EXHIBIT "C"
COMPENSATION

- Monthly = \$4,900.00
- Annual = \$58,800.00
- Two Year Term = \$117,600.00
- Two Year Term plus 15% contingency = \$135,240.00

EXHIBIT "D"
PAYMENT AND PERFORMANCE BONDS



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: 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

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2022-19 approving and funding a full-time Assistant Engineer (Utilities) Position that will focus on water and wastewater tasks.

BACKGROUND:

Currently, the City has more than 12 million dollars in Utility related projects programmed into the Capital Improvement Program. In The past, the Utilities department had a separate devoted staff member that helped coordination efforts to advance and deliver these Utility projects. Looking forward, City Staff anticipate increased funding opportunities for utility related projects due to increased Federal and State infrastructure funding and Economic Stimulus funding. City Staff also anticipate increased demand to advance and deliver utility projects in association with projected growth. Therefore, in order to place the Utility department in the best position to respond to growing grant opportunities, manage multiple projects and serve the citizenry with future development projects, a new Assistant Engineer (Utilities) specifically assigned to the Water and Sanitation areas is needed. This position will place the Utility department in an advantageous position to take advantage of all federal and state funding resources while better serving our community.

The Assistant Engineer (Utilities) position falls under Sanitary/Miscellaneous Employees and would report to the Utilities Manager. This position would be added to the approved organizational structure and is currently included in the City's approved salary schedule, with a Pay Grade 21 annually.

FISCAL IMPACT:

Funding for this position has been appropriated by Resolution No. 2021-51. No additional fiscal impact is anticipated.

RESOLUTION NO. 2022-19

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND
FUNDING FOR A FULL-TIME ASSISTANT ENGINEER (UTILITIES) POSITION AND
ELIMINATING THE POSITION APPROVED BY RESOLUTION NO. 2021-51**

WHEREAS, the City has a funded vacant full-time Construction Project Coordinator position under the Utilities Department;

WHEREAS, the Utilities Department has determined that it will better serve the City’s needs to recruit and fill a full-time Assistant Engineer (Utilities) position instead;

WHEREAS, The Assistant Engineer (Utilities) position falls under Sanitary/Miscellaneous Employees and would report to the Utilities Manager. This position would be added to the approved organizational structure and is currently included in the City’s approved salary schedule, with a Pay Grade 21 annually;

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. 2022-19 a Resolution of the City Council of Coachella, California, approving the creation and funding for a full-time Assistant Engineer (Utilities) position.

PASSED, APPROVED and ADOPTED this 9th 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. 2022-19 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of February 2022 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk



21 City Hall
1515 Sixth Street
Coachella, CA 92236
Telephone: (760) 398-3502

~~DECEMBER-February 2016~~2022
NON-EXEMPT

FLSA:

ASSISTANT ENGINEER (UTILITIES)

DEFINITION

Under the general supervision of the ~~City Engineer~~Utilities Manager, ~~serves as an Engineer In Training~~ performing engineering work in several engineering disciplines for municipal projects.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the ~~City Engineer~~Utilities Manager. Exercises no supervision of staff.

CLASS CHARACTERISTICS

The ~~Engineer in Training~~Assistant Engineer (Utilities) classification is designed to be filled by a candidate who has completed a Bachelor of Science degree, or equivalent, in the field of Civil Engineering, or related field, ~~and is in the process of securing a state certification as a Professional Engineer. This classification is designed to allow a candidate who meets the academic prerequisites the opportunity to be employed in a position supervised by a professional engineer. This will allow the EIT to meet the experience requirement to be eligible to take the State Professional Engineers examination.~~

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

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.

1. Performs entry level and intermediate engineering work under the direction of ~~a Professional Engineer (P.E.)~~the Utilities Manager.
2. Works independently or as a member of a team to coordinate, monitor, and review engineering projects. Assists in investigations. ~~Completes preparation of plans as an Engineer In Training (EIT) for an assigned area of responsibility as directed by the City Engineer.~~
3. Performs work as assigned for engineering projects such as capital improvement programs, sewer/water construction, landfill construction and engineering studies, and water/wastewater/~~stormwater management~~ projects.
4. Performs engineering design work for various municipal projects.
5. Provides assistance and direction to engineering support staff as needed to coordinate gathering of data and compilation of information necessary to complete project assignments.
6. Prepares reports including text and exhibits. Makes presentations, maintains accurate records, notes and other required documentation for assigned projects.
7. Ensures that assigned projects are completed within the guidelines and timetables established by local, state, and federal laws, regulations, standards, and/or policies.
8. Reviews plans submitted by consulting engineers related to water, sanitary sewer, drainage, and street design to ensure they meet the City's minimum design standards.

9. Attends meetings as needed or requested to address engineering issues related to assigned area of responsibility.
 10. Develops work orders for field crews as required by job duties. Monitors, assists with and verifies completion of the work as needed.
 11. Reads and interprets a variety of information such as plans and specifications, other construction documents, technical manuals, and testing information.
 12. Utilizes a variety of computer software applications such as spreadsheet, database, computer-aided design (CAD), ArcView, work processing and internet programs.
 13. Travels to a variety of project sites for assigned area of responsibility.
 14. Prepares and performs contract administration of utility projects. This includes preparing or coordinating with others to prepare bid documents, Council staff reports, and contract summaries, negotiations in changes of contract scope, monitoring design costs and overall project budget, resolution of claims, disputes and outstanding issues.
 15. Coordinates and negotiates project work with developers, contractors, public agencies, public utilities, local groups, cities and individual customers.
 16. Prepares or coordinates with other to complete reimbursement packages with state or federal agencies for various projects funded by grants.
 17. Participates in the preparation of capital improvement budgets, utility rate development and grant administration.
- ~~13.~~

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QUALIFICATIONS

Knowledge of:

Principles, procedures, standards, and practices related to professional level engineering work with specialized knowledge in assigned area of responsibility; mathematics as it relates to complex engineering work and calculations; computerized software programs used for engineering applications; applicable standards, laws and regulations as they relate to assigned discipline.

Ability to:

Effectively perform engineering level work in assigned discipline; may direct assigned technical and/or administrative support staff; accurately design, analyze, understand, and interpret plans and specifications, construction drawings, and schematic diagrams; utilize sound independent judgment and make responsible decisions and recommendations; work effectively with only general direction and guidance; communicate effectively both verbally and in writing; utilize computer software applications; deal effectively and courteously with associates, customers, and the general public; prepare accurate and complete reports and records; effectively present reports, information, and recommendations; effectively welcome and embrace differences among employees and citizens; perform effectively as a member of the team in carrying out the City's stated mission and philosophy; perform the essential functions of the job without posing a direct threat to the health and safety of others.

Education and Experience:

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

A bachelor's degree from an accredited college or university in Civil Engineering, or closely related engineering field providing appropriate engineering education related to the specialty area, and two (2) years of professional engineering experience. Registered as an Engineer-In-Training (EIT) in the State of California. Must have basic knowledge of principles, practices and procedures used in municipal utilities and/or public works. Previous work with a public agency is highly desirable

Licenses and Certifications:

A valid certificate as an Engineer-In-Training issued by the California State Board for Professional Engineers. A valid California class C driver's license with satisfactory driving record and automobile insurance is also required.

PHYSICAL DEMANDS

Performs bending and reaching to both ground level and overhead; lifts, carries, pushes, and pulls up to 25 pounds. Works both inside and out doors, must have the physical ability to inspect work on construction sites, and the ability to climb or descend stairs or ladders as needed to inspect the physical conditions of facilities or work sites. Must have ability to operate a computer keyboard and mouse.

ENVIRONMENTAL ELEMENTS

Employee will primarily work indoors with heating and cooling regulated in a general office environment, however, will be exposed to extreme weather conditions when conducting on-site field work or inspections for various engineering projects. Subject to safety hazards from working in and around traffic or excavation areas, dust and pollen from construction sites, cramped spaces and poor lighting from underground structures, and possible exposure to disease when working around solid waste reduction and disposal and sanitary sewers.

Revised ~~402/0914/2216~~



STAFF REPORT
2/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve professional services agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2021-2022.

STAFF RECOMMENDATION:

Approve professional services agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2021-2022.

EXECUTIVE SUMMARY:

The City of Coachella has partnered with the Greater Coachella Valley Chamber of Commerce (Chamber), as a private business support organization within the City to provide professional services. The City renews the service agreement annually with the Chamber, which commemorates the services the Chamber will provide to the City each fiscal year. These services include supporting the City's economic development efforts by providing: business services, various community and city events, and further development of Coachella's tourism market. The budget and the services identified in the attached professional services agreement total \$60,700 which is more than the agreement for 2020/2021 as city events were canceled due to COVID-19 restrictions and the 2021/2022 agreement also reflects an increased cost in Chamber business costs. The services described in the proposed 2021/2022 Agreement include the following services and final costs to the City after any available revenues are deducted per service/event:

- Visitor Center (\$41,500)
 - Staffed Mon-Thu, 8:30 - 4:30; Visitor Center is responsible for marketing the City of Coachella to guests and visitors at the center. Services include local directory, city and relocation information, and general business related guidance.
- State of the City/Business Awards (\$8,200)
 - Chamber will organize and manage: Business Expo; ticket sales/sponsors, and business awards.
- General Promotion / Marketing (\$2,000)
 - Video Footage as needed.
- Holiday Parade (\$2,500)
 - Provide food vendors, judges and assist in soliciting convertible cars for dignitaries.
- Coachella Tacos Tequila and Chavelas Festival (\$6,500)

- Provide stipend and monetary prizes to participating businesses. Provide and staff ticketing for both presale and door entry tickets.

FISCAL IMPACT:

The recommended action will not have a fiscal impact as funding for the recommended action has been appropriated in the approved fiscal year 2021/2022 budget.

Attachment: 2021/2022 Professional Services Agreement

City of Coachella
Professional Services Agreement Fiscal Year 2021-22
With Greater Coachella Valley Chamber of Commerce

Section 1. Parties

This agreement is made and entered into when executed herein by and between the City of Coachella (“City”) and the Greater Coachella Valley Chamber of Commerce (“Chamber”). City and Chamber are sometimes individually referred to as “Party” and collectively as “Parties”.

Section 2. Purpose

- a. The purpose of this agreement is to enter into a partnership between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for the purpose of undertaking the planning and implementation of economic development, marketing and business development services and providing assistance to retain business and generally strengthen and expand the business climate and economic opportunities in the City of Coachella.
- b. The City will provide such assistance and guidance as may be required to support the objective set forth in this Agreement and will provide the funding and in-kind services for the services and activities set forth in this agreement.
- c. The Chamber will provide professional and qualified staff and volunteers that will work to disseminate appropriate information to existing and prospective businesses and community members and operate within agreed upon hours.

Section 3. Scope of Work

The Chamber shall

- a. Pro-actively represent the City of Coachella to potential business and industry which will add to the tax base of the City.
- b. Encourage tourist interest in Coachella and promote tourism through the Visitor Center. The Chamber will provide visitor information services for the benefit of its residents as well as all business, retail, restaurant, hotel and other related establishments.
- c. Establish, coordinate and operate various “Business Services and Events, Tourism and Cultural Activities” including business development, Tourism Events, and Cultural Celebrations as described in Exhibit “A”, attached hereto and incorporated herein by this reference.
- d. Provide quarterly reports to the City Council on economic development and Chamber activities within the City. Specifically, these quarterly reports should be coordinated with the agreed consideration noted in Section 5, and submitted to the City Liaison by the end of September, December, March and June.

Section 4. Duration of Contract

The term of this agreement shall commence on July 1, 2021 and expire June 30, 2022.

Section 5. Consideration

As consideration for the services provided in Section 3, the City will compensate the Chamber the sum of \$15,175 on a quarterly basis (disbursed in July, October, January, April), for a total amount of \$60,700.

Section 6. Independent Contractor

The City and Chamber intend that an independent contractor relationship be created by this Agreement. The Chamber and anyone affiliated with the Chamber for the purpose of this agreement is not considered an employee of the City for any purpose, and neither the Chamber nor any of its employees shall be entitled to any of the benefits of the City provides to employees, including health insurance, sick time, annual leave, or workers compensation. The Chamber specifically represents and stipulates that it is engaged in the business of providing the services set forth in this agreement, whether or not for profit, and that the Chamber is fully registered and legally authorized to conduct such business and pays all necessary taxes and assessments levied against such business.

Section 7. Suspension, Termination and Close Out

If the Chamber fails to comply with the terms and conditions of this agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this agreement with a 60-day notice.

Section 8. Changes, Amendments, and Modifications

The City may, from time to time, request changes and modifications to Section 3, Scope of Work, referring to any additional events and services, to be performed hereunder.

Section 9. Assignability

The Chamber shall not assign any interest in this agreement, and shall not transfer any interests in the agreement without prior written consent of the City.

Section 10. Reports and Information

The Chamber shall at such time and in such form as the City may require, furnish the City periodic reports, including an accounting for the expenditures of the City funds, as it may request pertaining to the services rendered pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, or for any other matters covered by this agreement.

Section 11. Compliance and Local Laws

The Chamber shall comply with all applicable laws, ordinances, and codes of the state and local government and the Chamber shall hold and save the City harmless with respect to any damages arising from any tort done in performing and of the work embraced by this agreement.

Section 12. Liability and Indemnification

The Chamber agrees to hold the City harmless and shall indemnify and defend all claims. Demands, or suits of law or equity arising from negligent or intentional wrongful actions or omissions of the Chamber or the Chamber’s officials or agents in providing services under this agreement except to the extent arising in whole or in part from the actions of the City or City’s officials or agents.

This Agreement contains all terms and conditions agreed to by the City of Coachella and the Greater Coachella Valley Chamber of Commerce.

In Witness Whereof, the City of Coachella and the Greater Coachella Valley Chamber of Commerce have executed this Agreement as of the date and year last written below:

City of Coachella

Greater Coachella Valley Chamber of Commerce

Steven Hernandez
Mayor

Emily Falappino
President and CEO

Date

Date

Attest: _____ Date: _____
Andrea Carranza, Deputy City Clerk

Approved As To Form

Carlos Campos, City Attorney

Exhibit "A"

Business Services and Events, Tourism and Cultural Services

1. Business Services
 - a. Business Advocate - Generally, promote the economic interests of the City through advocacy and business marketing.
 - b. Visitor Center - Direct, staff and run the City's Visitor Center. Hours of operation are Monday through Thursday, 8:30 AM to 4:30 PM.
 - c. Directory of Business - Make available through digital and/or printed products, as well as direct customer support, a directory of businesses in Coachella.
 - d. Information Regarding Economic Development - Supply and make on hand information from the City regarding local economic initiatives, programs and support.
 - e. Housing Information - Supply and make on hand information from the City and local property management companies information regarding local housing.
 - f. Business License Information - Supply and make on hand information from the City regarding acquiring business license.
 - g. Public Outreach – Supply and make on hand information from the City regarding General Plan, City Business Initiatives/Programs.
 - h. Digital Campaigns - Support Local Restaurant, Hospitality or Other Relevant Business, to include social media and other digital platforms.
2. Events
 - a. Coachella State of the City and Business Awards Gala – Plan, Market and Execute event on behalf of the City. City will offer input and guidance on event agenda, working in cooperation with the Mayor of Coachella. Chamber will retain operational control, including purchasing decisions, price points and revenues.
 - b. Support the City's Holiday Christmas Parade – Secure donated vehicles for dignitaries, not to exceed twelve (12), including drivers for vehicles. Identify no more than five (5) food vendors to service event, including facilitating health permits. Secure three (3) judges for the holiday parade. Chamber retains all revenue from services rendered.
 - c. Tacos and Tequila Festival – Plan, help market, and execute event, to include vendors, prize money, permits, insurance, ticketing, security, and facilitating county health permits. Chamber retains all revenue from ticket and group (sponsorship) sales.
3. Cultural Activities
 - a. Promote the City's Movies in the Park Program – Utilize marketing avenues to raise public awareness.
 - b. Promote the City's Day of the Young Child Event – Utilize marketing avenues to raise public awareness.
 - c. Promote the Run with los Muertos Event – Utilize marketing avenues to raise public awareness.
 - d. Work with City to Develop and Propose New Events
4. Tourism
 - a. Support the City's Tourism Outreach for Local Events and Businesses through Visitor Center and marketing outlets.
 - b. Support City's Mexicali Sister Cities Agreement

* City shall provide financial support and/or in-kind services from entities such as Fire, Police, and Public Works, City Streets and Parks where applicable.

**Due to the COVID-19 public health crisis, some services may be altered, delayed or not executed. Services not rendered may be supplemented with a new or different program or event as mutually agreed upon between both parties.

EXHIBIT "B"

Rates for Services

BUSINESS SERVICES / TOURISM / CULTURAL**Visitor Center | \$41,500**

GCVCC will staff the Coachella Resource & Visitor's Center Monday – Thursday from 8:30am-4:30pm, weekly. Bilingual support will be made available to guide visitors with information and resources related to tourism, doing business in Coachella, living in Coachella, and downtown.

GCVCC rate increases account for increasing cost of labor, operational overhead, as well as intended upgrades to the resource center.

General Promotion / Marketing | \$2,000

GCVCC will look for ways to enhance its marketing materials, circulation, and impressions made by marketing the City of Coachella. Despite increasing costs of labor and production resources, GCVCC does not propose an increase to this budget this year.

EVENTS**State of the City / Business Awards | \$8,200**

GCVCC will coordinate a unique outdoor State of the City Event. This will include the design, planning, and coordination of the event along with some degree of vendor management. GCVCC will work with City staff to plan and produce this event.

This event is quoted with an increase. The 2021 State of the City event will include significant changes that require more planning, additional resources, and added costs. Additionally, pricing reflects consideration of the general increases associated with the cost of food, beverage, event rentals, and event resources through outside vendors. The Chamber will provide the City with two tables of seating. Additional tables to be billed as ordered by the City.

Holiday Christmas Parade | \$2,500

GCVCC will contribute to the annual Holiday parade for residents of Coachella. Services will include the coordinating food vendors, securing judges, soliciting convertible or open aired vehicles involved with the event. GCVCC introduces a small stipend for this event to offset the cost of staff hours to produce and recruit businesses for this event. In the event that rental fees or additional costs are incurred for securing vehicles, such fees and costs will be in addition to the base stipend.

Tacos & Tequila | \$6,500

GCVCC staff will work alongside City Staff to plan, coordinate, produce, and resource for the annual Tacos & Tequila event. Given COVID-19 restrictions, GCVCC will incur increased costs and limited revenue. Pricing reflects consideration of the general increases associated with the cost of staffing, outside vendors, and includes significant

increases to the stipends offered to participating businesses, as well as a general increase in monetary prizes.

GCVCC Annual Golf Tournament | \$0

GCVCC will provide the City of Coachella with a foursome at its Annual Golf Tournament. The City of Coachella agrees to participate with at least four individuals. Event registration may not be gifted to any party other than City staff or council.

2022 GCVCC Annual Awards & Installation Dinner | \$0

GCVCC will provide the City of Coachella with seating for four at its Annual Awards and Installation Dinner. The City of Coachella agrees to participate with at least four individuals. Event registration may not be gifted to any party other than City staff or council.

EXHIBIT "C"

Optional Services

(Services below will be in addition to the contract as currently written on Page 2, Section 5)

ADDITIONAL SERVICE OPTIONS**ESL / Hispanic Business Support | \$35,000**

GCVCC will dedicate personnel resources to supporting the Hispanic business community through grassroots efforts, printed and posted business resources in Spanish, Spanish educational workshops, and general business support for the Hispanic business community. GCVCC will produce a one-of-a-kind, strategic effort that fosters an approachable business resource and network for Hispanic business owners. The Chamber will create metrics of measurement to adapt its programs and ensure successful outcomes.

Recurring Events, Programs, & Initiatives | \$18,000

GCVCC will launch a new variety of recurring business events, programs, and initiatives through the calendar year at a higher frequency to serve the local business community and the City's overall economic development interests. Recurring events will be designed and hosted in live, online, and hybrid formats. Additionally, events will be facilitated with an intentional effort to occasionally include and/or feature City Staff and Council with the business community. Examples of such events may include: specialty mixers, coffee with the city events, city walks (business visits), and business education events – all hosted specifically for the City of Coachella. The frequency of such events will be coordinated with City Staff.

Collateral Creation | \$1,500

GCVCC will create and design Relocation Packets, Infographics and marketing pieces on "Doing Business in City of Coachella" and limited social media and digital marketing pieces to assist the City in its PR and marketing efforts. All collateral will be designed with City approval. Designs are intended to promote business and visitation throughout City of Coachella. Printing, production, and advertising costs are not included.

Site Visits & Business Visitation | \$8,000

GCVCC will coordinate with the City Staff and/or Council to arrange site visits of large employers, new businesses, and/or industry innovators. Arrangements will account for a City Staff Member and/or City Council Member's participation to view, tour, and get to know a local Coachella business. GCVCC will photo document each visit to market, promote, and share.