



City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ♦ www.coachella.org

AGENDA

OF A REGULAR MEETING
OF THE
CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING
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
AND COACHELLA PARKS AND RECREATION

February 14, 2024

5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>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</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. 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: - 5:00 P.M.

ROLL CALL:

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”

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1) Title: City Attorney
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) One (1) Potential Case

RECONVENE REGULAR MEETING: - 6:00 P.M.

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

3. Project Update: Pavement Management Systems
4. Riverside County Transportation Commission (RCTC) Traffic Relief Plan Presentation

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.)

5. Regular Meeting Minutes of January 24, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
6. Investment Report – November 30, 2023
7. Professional Service Agreement with MIG to provide the City with an American with Disabilities Act (ADA) Self-Evaluation and Transition Plan (SETP) for \$84,093.

- [8.](#) Authorize the City Manager to Execute a Cooperative Agreement with Riverside County Transportation Commission For the Coachella Rail Station Feasibility Study
- [9.](#) Authorize City Manager to Execute a Letter Agreement with Zambelli Fireworks for a Special Event Pyrotechnic Program for the City’s 2024 Fourth of July Program in the Amount not to Exceed \$50,000
- [10.](#) Approve a Budget Allocation of \$10,000, to add a New Special Event to the 2024 Event Calendar to Recognize Migrant Farmworkers in Recognition of Cesar Chavez Day
- [11.](#) Authorize Operation of a Beer Garden on Saturday, March 23, 2024 From 5pm-9pm at Veterans Memorial Park for the 2024 Coachella Mariachi Festival
- [12.](#) Authorize the Purchase of 200 (¾” x 7-1/2”) Master Meters for an Amount not to Exceed \$56,850.00
- [13.](#) Adopt Resolution No. 2024-05 Authorizing State of California Cannabis Equity Act Grant Funding
- [14.](#) Ordinance No. 1207 Increasing City Council Compensation Pursuant to Senate Bill 329 (Second Reading)

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [15.](#) Approve a Budget Allocation of \$25,000 to add a new Special Event for the 2023/2024 Fiscal Year on March 30, 2024; the 2024 Coachella Women’s Summit
- [16.](#) Authorize the City Manager to Execute Letter Purchase Agreements for Eighteen (18) Model Y Teslas, for \$1,064,264.10 and Tesla Wall Connector License Agreement for Four Wall-Charging Units

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [17.](#) Adopt Resolution No. 2024-01 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2024-25 Community Development Block Grant Program Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program
- [18.](#) Adopt Ordinance No. 1209 “Sidewalk Vendor Regulations” and Resolution No. 2024-02 “Sidewalk Vendor Application Fee” – Proposed Amendments to Sections 5.04.380, 8.040.010, and 12.04.030 of the Coachella Municipal Code and Adding Chapter 12.50 to the Coachella Municipal Code Amendments regarding sidewalk Vending Regulations in Compliance with Senate Bill 946. City-Initiated

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 at the
City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



2024 DRAFT TRAFFIC RELIEF PLAN

City of Coachella

February 14, 2024

Anne Mayer, Executive Director

Aaron Hake, Deputy Executive Director

RCTC - Providing Transportation Solutions To Connect Our Communities

- County-wide transportation improvements
- Measure A
- Support Metrolink, RTA, SunLine & other transit operators
- Toll operations



RCTC is Your Team



Interchanges



Transit Agency Operations
Funding



Highway



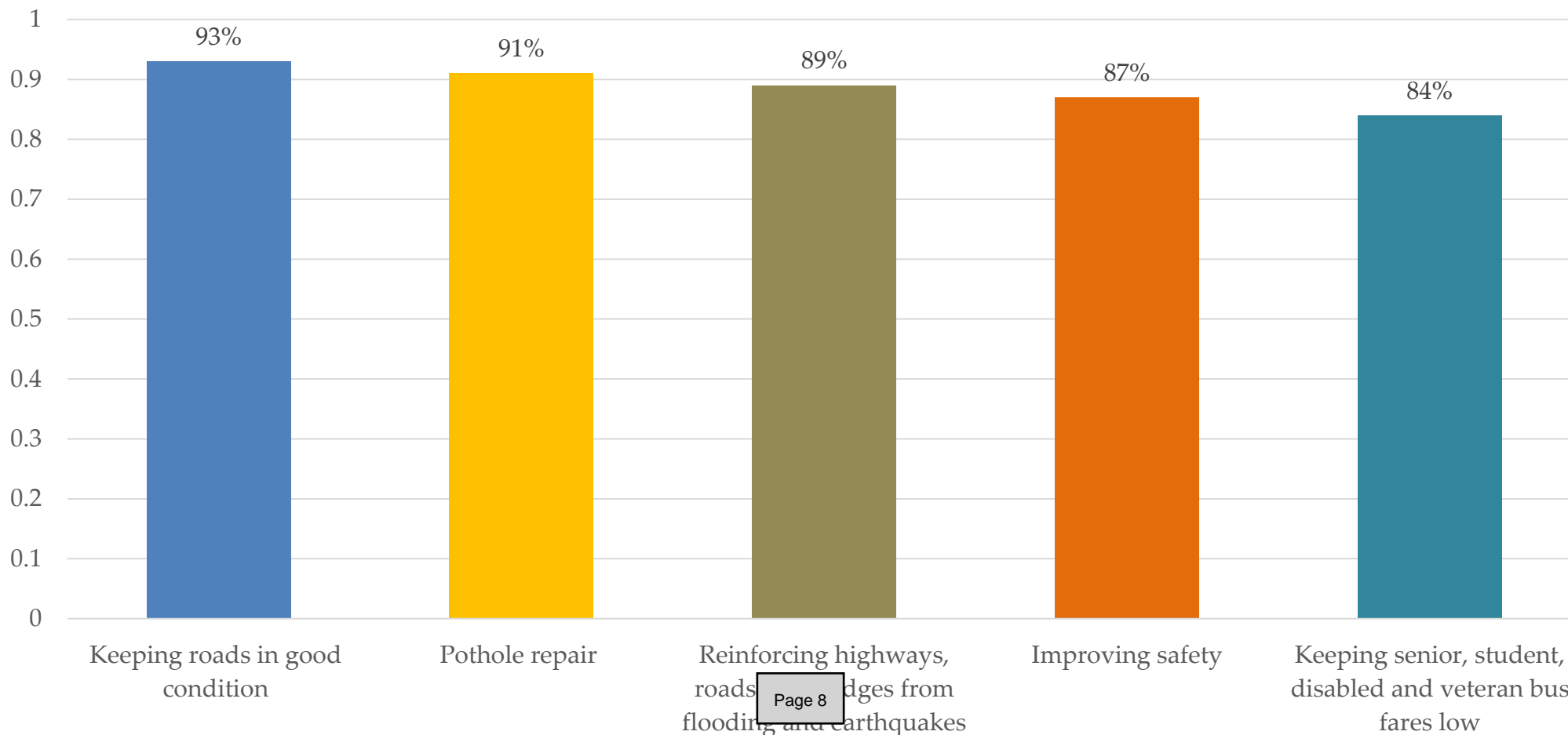
Local Streets & Roads



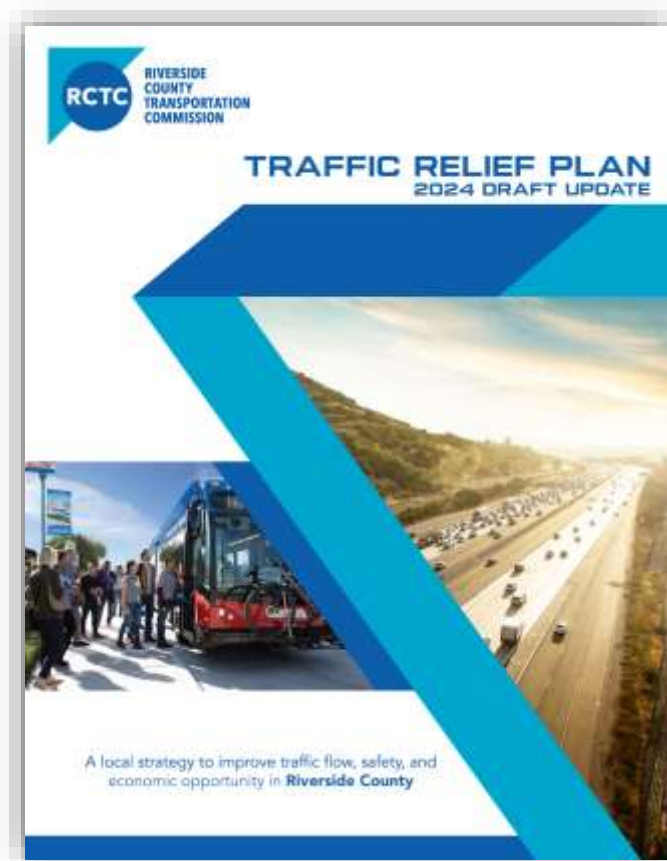
Coachella Valley Rail

2023 Public Survey

Coachella Valley residents' transportation priorities ranking (very or somewhat important)



Traffic Relief Plan: Looking Forward



Draft 2024 Traffic Relief Plan...

- **Identifies County-wide** transportation projects and services
 - Developed from public input
 - Over **\$25 billion** in transportation investment
 - Updates the 2020 Commission-adopted TRP
- Draft 2024 Traffic Relief Plan: NOT funded**
- Unless voters approve funding

Coachella Valley

- CVAG administers funding distribution
- Transportation Project Prioritization Study (TPPS)
- VMT mitigation, support TOD/housing, CVMSHCP
- Projects funding for multiple categories



Highways

Regional
ConnectionsActive
TransportationPublic
TransportationStreets
Roads

Page 10

Flood &
Blowsand
ControlCommuter
AssistanceEnvironmental
Mitigation

TRP Example Projects



Highways

- Improve connections to I-10, Highway 111 and SR-86



Safe Streets & Roads

- Pothole repairs and road maintenance
- Local safety improvements, and traffic management systems



Public Transportation

- Coachella Valley Rail
- Transit priority lanes, zero-emission buses, bus shelters and improving access and affordability



Flood & Blowsand Control

- Bridges, regional resilient infrastructure and flood control investments on:
 - Indian Canyon, Gene Autry Trail, Dillon Road, and Box Canyon Drive



Regional Connections

- I-10 bypass
- Avenue 50
- SR-86



Active Transportation

- CV Link extensions and Palm Desert Link
- Complete streets and multi-modal connections



Environmental Mitigation

- Preserve Coachella Valley's natural areas
- Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)

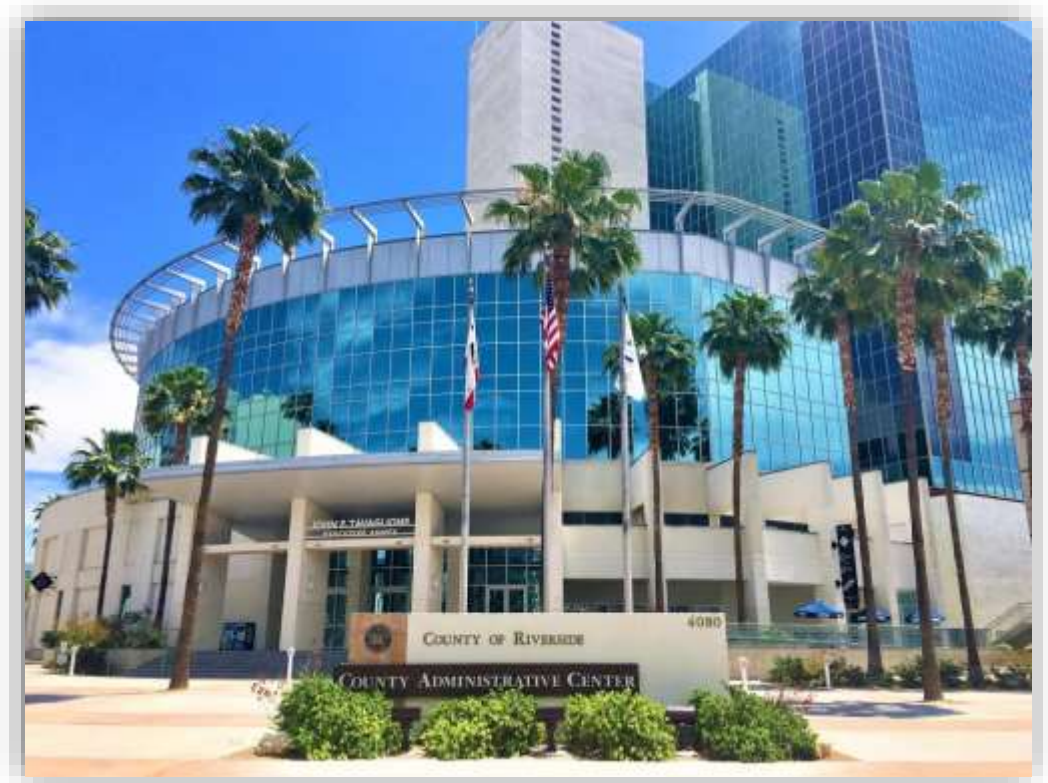


Commuter Assistance

- Freeway Service Patrol on I-10
- Employer partnerships

Accountability to Taxpayers

- Independent audits and mandatory reviews
- *Local Voice. Local Control* – No funds to be diverted to Sacramento or Washington D.C.
- No more than 1% can be used for administrative salaries
- Cities and County working together with RCTC

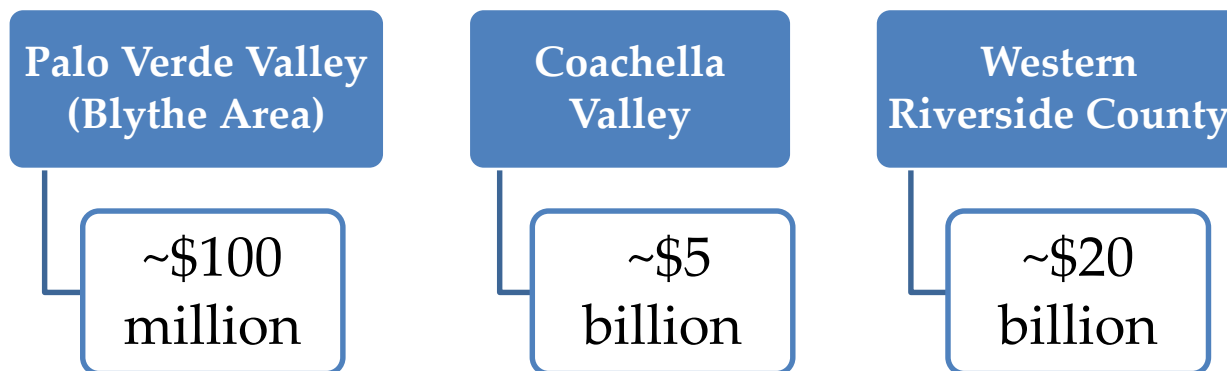


Economic Impact & Regional Investment

Over 30 years:

Revenue Scenario	TRP Estimated Investment	Jobs Supported	Workforce Income	Economic Output
One-Cent	\$25 billion	168,000*	\$10.9 billion**	\$30.9 billion**

Ensure revenues raised in each region stay there

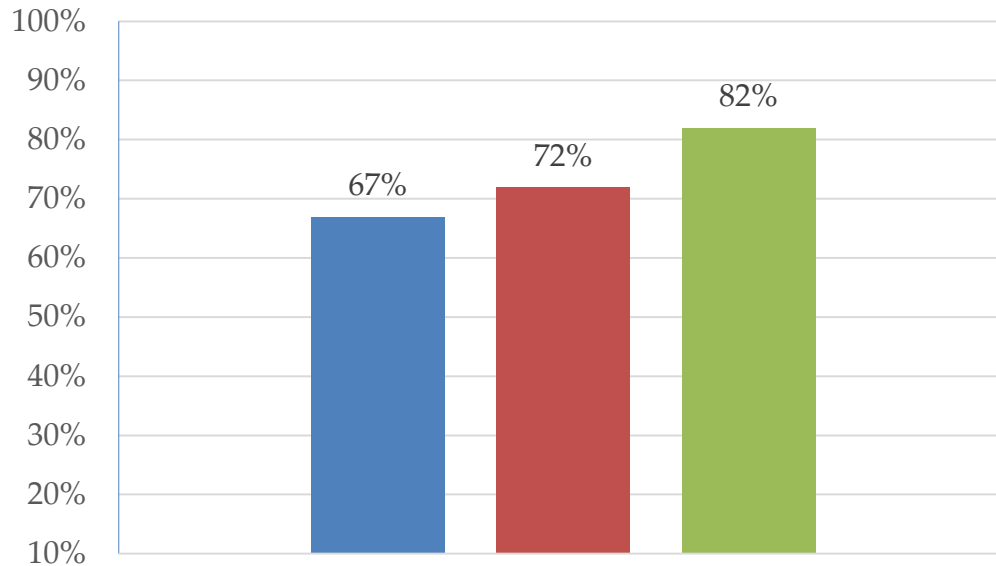


Note: Totals may not add due to rounding

*Jobs Supported = An Industry-specific mix of full-time, part-time, and seasonal employment that is supported by project expenditures this includes Direct, Induced, and Indirect Jobs supported

** Direct, Induced, and Indirect Impact total

2023 Public Survey



Transportation Funding Support

- Support for funding measure: Riverside County Voters
- Support for funding measure: Coachella, Indio, La Quinta and surrounding area voters
- Great or some need for funding

- **82%** of **Riverside County voters** see a need for transportation funding
- **72%** of **Coachella, Indio, La Quinta and surrounding area voters** initially support transportation funding measure
- **67%** of **Riverside County voters** initially support a transportation funding measure

Your Voice. Your Plan.

- Submit your feedback!
- Traffic Relief Plan at TrafficReliefPlan.Org
- Digital and grass-roots outreach efforts



rctc.org



951-787-7141



trafficreliefplan@rctc.org

f X @theRCTC



TrafficReliefPlan.org



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MINUTES

OF A REGULAR MEETING
OF THE
CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING
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 24, 2024
5:00PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

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CALL TO ORDER: - 5:00 P.M.

ROLL CALL:

Present: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez (Councilmember Galarza arrived at 5:22 p.m. during Closed Session)

City Clerk Zepeda, City Treasure Aviles via Zoom

Absent: Mayor Pro Tem Virgen

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”

Staff requested the removal of item #4 Recognition of CYSAS Soccer League Cal South State Tournament Champions. The league requested that staff set up a meeting with the Council to give out the certificates at the fields.

Motion: To approve the Agenda as presented with removing item #4

Made by: Councilmember Dr. Figueroa

Seconded by: Councilmember Delgado

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Delgado, Councilmember Dr. Figueroa and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Councilmember Virgen and Councilmember Galarza (arrived at 5:22 p.m.during Closed Session)

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1)
Title: City Manager
Title: City Attorney
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Representative: City Attorney
Unrepresented Employee: City Manager

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
One (1) Potential Case

Direction given, no reportable action taken.

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

4. Recognition of CYSAS Soccer League Cal South State Tournament Champions
Councilmember Delgado stepped away 6:14 p.m. – 6:15 p.m.
5. Proclamation Presented to Maria Arcos
6. Presentation on Eligible Uses of CDBG FY 2024-25 Funding
7. Pre-approved Accessory Dwelling Unit (ADU) Program Launch
8. Presentation on the 2024 Special Event Calendar

WRITTEN COMMUNICATIONS:

NONE

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.)

9. Regular Meeting Minutes of December 13, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
10. Investment Report September 30, 2023
11. Investment Report – October 31, 2023
12. Department Quarterly Reports

13. Construction Contract with Demo Unlimited, Inc. in the amount of \$177,069.84 plus 10% contingency for the Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93.
14. Authorize a Community-Based Grant to Support 4 Paws, Inc., in the Amount of \$1,000 to Support its No-Cost Microchip and Vaccine Clinic for Owned Animals
15. Approve vehicle leases for FY 2023/24 with Enterprise Fleet Management Inc.

 Approve vehicle surplus listing and replacement for 2023/2024.

 Authorize the City Manager to approve the Lease Rate Quotes for: seven (7) Ford F-150 units, two (2) Ford Escapes, one (1) Toyota Camry sedan and one (1) Passenger Van from Enterprise Fleet Management, Inc.

 Authorize FY 23/24 appropriation of \$160,329.20 for safety lighting and lease payments of 11 (eleven) new units.
16. Amendment Number Two to the Reimbursement Agreement with the Coachella Valley Association of Governments and Appropriate \$29,881 From General Fund for Avenue 48 Arts and Music Line Project, City Project ST-140
17. Authorize City Manager to Approve Park Shade Award Proposals With USA Shade and Appropriate Funds to Allow for Award Totaling \$158,757.40 From Unallocated General Funds to the Parks Division
18. Proposal for Engineering Services in the Amount of \$119,800.00 for the Extension of Both Sewer and Water Facilities along Avenue 51 & Avenue 52 Within the Proposed Western Service Annexation Area
19. Declare 2007 Fire Truck and 2004 Fire Truck Surplus Units; Authorize Staff to Publicly Auction These Units to the Highest Bidder
20. Approve a New Lease Between the City of Coachella and Sunline Transit Agency for 51260 Cesar Chavez Street; Authorizing City Attorney to Make Minor Non-Substantive Changes
21. Proposal for Coachella Sanitary District Tyler Street Capacity Improvements for on-call Professional Services with Dudek in the amount of \$142,808.00
22. Approve Amendment No. 1 to West Coast Arborists increasing compensation by \$32,000 for the pruning and vegetation removal at the city owned property located at 89711 Peter Rabbit Lane, Coachella; approve allocation from undesignated general fund reserves to the building maintenance division for \$57,000.
23. Authorize a Sponsorship in the Amount of \$5,000 to the DAP Health – 30th Annual Steve Chase Humanitarian Awards
24. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of January 24, 2024, \$4,525,756.50

The Council thanked staff for bringing back the shade repairs at the park. The Council pulled items No. 19 and table it. Councilmember Galarza requested a meeting with the City Manager to find a sister city to partner with on these trucks.

Motion: To approve the Consent Calendar with the exception of item No. 19

Made by: Councilmember Dr. Figueroa

Seconded by: Councilmember Galarza

Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Delgado, Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Councilmember Virgen

Motion: To continue item 19 pending further conversation.

Made by: Councilmember Galarza

Seconded by: Councilmember Dr. Figueroa

Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Delgado, Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Councilmember Virgen

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

25. Amendment No. 1 to the Employment Agreement between the City of Coachella and Dr. Gabriel Martin

Motion: To approve Amendment No. 1 to the Employment Agreement between the City of Coachella and Dr. Gabriel Martin.

Made by: Councilmember Galarza

Seconded by: Mayor Hernandez

Approved: 3-1, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Hernandez

NOES: Councilmember Delgado

ABSTAIN: None

ABSENT: Mayor Pro Tem Virgen

26. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

Councilmember Dr. Figueroa requested to place an alternate member to the Animal Campus and CVAG as they currently do not have one. Councilmember Dr. Figueroa requested being the alternate for the Animal Campus and Councilmember Delgado requested the appointment as an Alternate for CVAG Public Safety.

Motion: To remain on the current committee assignments with the modifications mentioned

Made by: Mayor Hernandez

Seconded by: Councilmember Dr. Figueroa

Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Delgado, Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro tem Virgen

27. Authorize the City of Coachella City Manager to Finalize and Execute a Memorandum of Understanding Between the City of Coachella and the Twenty Nine Palms Mission Indians for Establishment of Dillon Road Maintenance Area, and, Approve Installation of a New Signalized Intersection on Dillon Road Serving the Main Entrance to the 29 Palms Coachella Complex

Motion: To approve staff recommendation

Made by: Councilmember Galarza

Seconded by: Mayor Hernandez

Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Delgado, Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Virgen

28. Approve Updating the Days and Times of the Community Field Use Program

Councilmember Galarza stepped away 7:23 p.m. – 7:25 p.m.

Councilmember Dr. Figueroa stepped away 7:26 – 7:27 p.m.

Motion died due to lack of a conversation.

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.

NONE

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

Councilmember Dr. Figueroa report that he had a Mosquito Vector Control meeting this month. He reminded people to be safe by dumping water out. He participated in the Water Education for the Team of Leaders with a couple of his fellow Councilmembers learning about water education. He will be the recipient of the Steve Chase Humanitarian Award this year. This is the first time for Coachella. The Council requested that staff purchase a table.

Councilmember Delgado reported that she was also a part of the Well program and attended some community meetings and the Lift to Rise Housing Action Planning. Today they had a Sunline Transit board meeting approving a 30 year lease with Coachella. She apologized to the employees because she did not attend the holiday dinner because she was in Sacramento to hear the recommendation on the \$22 million TCC grant but she is very fond of that event.

Councilmember Galarza wished everyone a Happy New Year. He started the year on a great note. He and Lucero welcomed their fourth child, second son Gael, born last Monday. He thanked staff for all the good work they did last year. More things are coming. Coachella is now becoming a walking city. He congratulated the City Manager, Dr. Martin on his contract. Today they created a contract that is fair. Coachella was in the lowest salary. Knowing that this City Manager is one of the few with a Doctorate and he might be the only city manager Latino with a Doctorate in the Coachella Valley if not in the County of Riverside. They look forward to being part of the leadership with him as well for the next three years.

Mayor Hernandez congratulated Councilmember Galarza on his new child. Welcome back and Happy New Year to everyone. They ended last year very strong and they are coming into this year executing. He went to the holiday dinner and it was nice. He said there that they are somebody who appreciates the road and the chase and sometimes the arrival should be celebrated one day. They have exciting opportunities on their door steps. Staff needs to continue to apply for more grants for the city. The County of Riverside is working on a road project on Avenue 50 and Jackson, currently not in the Coachella area, because the unincorporated space is torn up. He asked staff to coordinate with the County so they can pay at least from the County line to La Colonia. Contacts are Dennis Acuna and Patty Romo. Compliments to staff on the new lines for the paved roads of Calhoun and Van Buren. It looks great. He wants to talk about Ninth Street Park. He was approached by KDI

about using the \$300,000 to design a better park and then apply for \$1.5 million for that site. He wants to have this conversation with staff and the council. Are they better off using that \$300,000 to really plan it out, making it really nice, and then go after the big money or do they just want to accept the \$300,00 improvement and leave other grant dollars on the table. He is also going to work with IID to get them to donate the IID office to the city. He looks forward to what is coming up this year.

City Manager's Comments.

A few reminders tomorrow staff is going to a LAFCO meeting in Riverside requesting to move the city's application forward. The new Grants Manager starts on Monday. There is a outreach meeting at 6:00 pm on January 30 at the Coachella downtown library. The City Manager thanked the council for the contract extension and for the growth opportunity in the last few years. He enjoys being part of the city. Living and working in the City of Coachella has been an amazing opportunity for him and his family. His goal is to retire in this city and it is a reflection of his amazing staff that make his life a lot easier. He thanked staff for their hard work.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:08 p.m.

Angela M. Zepeda
City Clerk

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of November 30, 2023
Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2023
CASH ON HAND							
Wells Fargo-General Checking	N/A	7,074,466.34	(117,828.69)	-	-	-	6,956,637.65
Sweep Account	4.966%	2,536,361.77	(733,502.76)				1,802,859.01
Wells Fargo-Road Maintenance	N/A	326,326.88	96,766.62		-	-	423,093.50
Wells Fargo-Gas Tax	N/A	832,410.17	-	-	-	-	832,410.17
Wells Fargo- Payroll Acct	N/A	(188,171.34)	171,510.04				(16,661.30)
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00
Total Cash on Hand		10,587,393.82	(583,054.79)	-	-	-	10,004,339.03
INVESTMENTS							
State of California - LAIF	2.17%	18,525,940.00		-	-	-	18,525,940.00
Investment Management Acct	1.47%	33,440,693.54		513,176.31	-	-	33,953,869.85
Total Investments		51,966,633.54	-	513,176.31	-	-	52,479,809.85
CASH WITH FISCAL AGENT							
US Bank	varies	4,349,900.33	-	255.17	-	-	4,350,155.50 ①
Wells Fargo Bank, N.A.	5.83%	449.65	79,692.14	(421.53)	-	-	79,720.26 ②
Wilmington Trust, N. A.	0.03%	1,185,444.75	-	4,864.93	-	-	1,190,309.68 ③
Total Cash with Fiscal Agent		5,535,794.73	79,692.14	4,698.57	-	-	5,620,185.44
Grand Total		68,089,822.09	(503,362.65)	517,874.88	-	-	68,104,334.32

Completed By:

Lourdes Marrón-Accountant

Reviewed By:

Ruben Ramirez- Controller

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of November 30, 2023
Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2023
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
<u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u>							
A/C #: 6712104701 Debt Service Fund	0.00%	172.77	-	0.77	-	-	173.54
A/C #: 6712104702 Interest Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104703 Principal Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
<u>WASTEWATER SERIES 2015A</u>							
A/C #: 6712148601 Bond Fund	0.00%	57.73	8.05	0.24	-	-	66.02
A/C #: 6712148602 Interest Account	0.00%	-	(8.05)	8.05	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
<u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u>							
A/C #: 6711963500 Project Fund 2011	0.0100%	26,586.30	-	118.14	-	-	26,704.44

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of November 30, 2023
Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2023
COACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013							
A/C #: 6712071401 Interest Account	0.00%	106.17	-	0.47	-	-	106.64
A/C #: 6712071402 Interest Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712071403 Principal Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B							
A/C #: 6712160601 Debt Service	0.00%	630.69	-	2.80	-	-	633.49
A/C #: 6712160602 Interest Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712160603 Principal Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0000%	148,665.63	-	124.70	-	-	148,790.33
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
TOTAL US BANK OF CALIFORNIA		4,349,900.33	-	255.17	-	-	4,350,155.50

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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of November 30, 2023
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 11/30/2023
WELLS FARGO BANK, N.A.							
<u>GAS TAX BONDS SERIES 2019</u>							
A/C #: 83925300 Debt Service Fund	0.0000%	423.44	-	(421.64)	-	-	1.80
A/C #: 83925301 Interest Account	0.0000%	7.83	79,692.14	0.03	-	-	79,700.00
A/C #: 83925302 Principal Account	0.0000%	18.38		0.08	-		18.46
TOTAL WELLS FARGO BANK, N.A.		449.65	79,692.14	(421.53)	-	-	79,720.26
WILMINGTON TRUST, N. A.							
<u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u>							
A/C #: 144613-000 Revenue Account	0.03%	2,635.86	-	10.80	-	-	2,646.66
A/C #: 144613-001 Interest Account	0.03%	50.89	-	0.30	-	-	51.19
A/C #: 144613-002 Principal Account	0.00%	417.86	-	1.80	-	-	419.66
<u>CITY OF COACHELLA 2022A BOND FUND</u>							
A/C #: 154278-000 Bond Fund	1.76%	19,916.59	4,901.08	101.21	-	-	24,918.88
A/C #: 154278-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 154278-004 Project FD Account	1.76%	1,163,019.45	(4,901.08)	4,753.22	-	-	1,162,871.59
<u>CITY OF COACHELLA 2022B BOND FUND</u>							
A/C #: 155657-000 Bond Fund	1.76%	2,039.96	-	8.40	-	-	2,048.36
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
TOTAL WILMINGTON TRUST BANK, N.A.		1,185,444.75	-	4,864.93	-	-	1,190,309.68
TOTAL CASH WITH FISCAL AGENT		5,535,794.73	79,692.14	4,698.57	-	-	5,620,185.44

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Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	595.36	470,668.01	433,585.94
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	1,654.49	1,279,728.51	1,204,912.50
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	391.76	308,049.04	283,020.33
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	796.15	620,981.87	575,170.34
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	5.94	289,682.46	264,262.50
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	6.66	307,963.50	296,156.25
US TREASURY NOTES DTD 09/30/2021 0.875% 09/30/2026		91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	444.67	284,981.20	271,781.25
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	1,947.96	289,690.84	275,825.00
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	6,108.02	886,115.72	864,875.00
US TREASURY NOTES DTD 04/30/2020 0.500% 04/30/2027		912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	472.66	1,025,008.60	973,331.25
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027		9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	6,933.42	1,009,117.67	973,382.76
US TREASURY NOTES DTD 09/30/2022 4.125% 09/30/2027		91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	3,493.85	497,453.60	495,312.50
US TREASURY NOTES DTD 10/31/2022 4.125% 10/31/2027		91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	1,194.44	343,781.45	336,865.61
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027		91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	515.25	1,064,022.84	1,042,490.63

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025		91282CDS7	365,000.00	AA+	Aaa	02/17/22	02/18/22	359,197.07	1.69	1,551.00	362,754.23	349,145.31
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025		912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	763.04	131,760.64	125,328.13
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025		912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	1,126.50	1,290,532.29	1,252,901.50
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	350.69	552,333.75	512,854.69
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	947.80	1,434,388.09	1,386,093.75
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	194.81	456,512.10	423,918.75
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	74.52	341,308.16	321,453.12
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	87.29	405,910.95	376,559.38
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025		91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	2.15	207,380.13	192,806.25
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	298.17	188,017.14	174,057.82
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	549.25	349,105.25	320,632.83
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	200.54	151,605.26	146,050.00
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026		9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	2,237.31	266,790.20	244,441.42
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	338.42	267,540.47	246,459.37

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	2,832.68	999,368.27	975,684.38
US TREASURY NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	3,008.95	489,561.39	476,142.21
US TREASURY NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	1,217.55	523,767.00	504,742.19
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	1,251.92	418,276.47	405,890.61
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	1,371.16	460,751.73	444,546.85
US TREASURY NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	52.49	528,098.87	514,928.13
US TREASURY NOTES DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	920.65	54,165.21	54,252.34
Security Type Sub-Total		19,275,000.00					18,247,276.56	2.60	43,937.52	18,557,172.91	17,739,860.89
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	283.33	299,939.84	288,687.00
Security Type Sub-Total		300,000.00					299,778.00	0.52	283.33	299,939.84	288,687.00
Municipal Bond / Note											
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	94.17	200,000.00	191,196.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	33.96	135,000.00	128,892.60
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	209.67	40,093.46	37,677.60

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note												
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025		341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	576.58	110,000.00	103,613.40
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025		54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	206.13	80,000.00	74,433.60
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026		646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	174.50	40,000.00	36,975.20
Security Type Sub-Total			605,000.00					605,282.80	0.78	1,295.01	605,093.46	572,788.40
Federal Agency Commercial Mortgage-Backed Security												
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024		3136AJB54	31,330.52	AA+	Aaa	12/13/19	12/18/19	32,852.99	2.14	87.36	31,420.78	31,088.32
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024		3137BGK24	108,606.33	AA+	Aaa	03/19/20	03/25/20	113,985.74	1.95	277.13	109,756.37	105,958.07
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026		3137BTUM1	240,000.00	AA+	Aaa	05/19/23	05/24/23	232,612.50	4.31	669.40	233,735.02	229,785.62
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027		3137BXOY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.98	967.20	341,241.95	342,201.74
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027		3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.97	554.01	194,215.07	194,548.00
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027		3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	5.01	831.20	300,769.76	302,046.20
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028		3137HAMR4	323,246.34	AA+	Aaa	09/20/23	09/28/23	318,173.64	5.19	1,292.99	318,349.24	319,758.07
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028		3137HAMG8	169,726.64	AA+	Aaa	09/07/23	09/14/23	167,188.38	5.01	657.69	167,293.13	166,678.94
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028		3137HAD45	274,430.71	AA+	Aaa	07/19/23	07/27/23	274,423.84	4.78	1,092.46	274,424.33	271,672.62
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028		3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	328,001.46	322,516.56

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security												
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028		3136BODE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	339,551.51	334,030.09
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028		3137HAMN3	189,538.52	AA+	Aaa	09/19/23	09/28/23	189,537.57	5.27	832.71	189,537.60	191,099.51
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028		3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,166.13	334,455.26
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028		3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.26	1,362.75	337,597.16	341,301.06
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028		3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	251,839.14	259,201.20
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028		3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,121.58	333,314.73
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028		3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,611.69	136,203.08
FHMS K511 A2 DTD 12/07/2023 4.860% 10/25/2028		3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	153.90	189,454.13	189,454.13
Security Type Sub-Total			4,496,879.06					4,407,460.23	4.88	15,567.17	4,408,086.05	4,405,313.20
Federal Agency Bond / Note												
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025		3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	130.56	199,728.07	188,225.60
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025		3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	176.04	259,850.83	244,851.88
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025		3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	243.75	360,525.45	339,025.68
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025		3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	12.50	199,820.07	187,731.40

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market		
Dated Date/Coupon/Maturity	Par	Rating	Rating	Date	Cost	at Cost	Interest	Cost	Value		
CUSIP											
Corporate Note											
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,075.50	361,190.61	354,458.52
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	1,553.25	193,356.21	184,730.54
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	324.00	60,149.61	57,597.42
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	486.00	90,224.42	86,396.13
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,534.41	297,515.79	283,530.70
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	980.00	244,822.64	238,319.34
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	17296MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	40.88	50,000.00	48,858.10
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	17296MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	44.96	55,020.27	53,743.91
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	126.56	139,845.07	131,115.24
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	473.80	115,000.00	111,855.44
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	119.47	50,000.00	48,166.10

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	398.61	175,062.85	163,553.95
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	512.50	225,346.83	210,283.65
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	694.72	304,804.78	285,051.17
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	250.52	184,697.95	171,993.76
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	195.00	194,683.29	180,624.60
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	420.00	419,186.48	389,037.60
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	10,462.50	999,767.46	981,210.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	201.88	284,688.65	263,180.40
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	61.67	184,742.86	170,398.51

Security Type Sub-Total		3,995,000.00					3,989,314.50	1.45	13,760.25	3,992,905.57	3,775,168.20
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Corporate Note											
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A1	04/02/19	04/04/19	263,146.00	2.69	1,619.22	260,134.47	258,050.52
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	27.31	114,975.03	112,443.67
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024	882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	350.00	300,661.12	296,030.40

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	27.00	71,681.63	66,448.87
BANK OF AMERICA CORP NOTES (CALLABLE)	DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	1,220.12	220,000.00	212,047.66
BANK OF AMERICA NA CORPORATE NOTES	DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	2,766.84	173,580.91	176,552.43
TARGET CORP CORP NOTES (CALLABLE)	DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	184.17	24,973.31	22,977.50
TARGET CORP CORP NOTES (CALLABLE)	DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	920.83	124,951.93	114,887.50
BANK OF NY MELLON CORP (CALLABLE) CORPOR	DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	1,423.61	200,402.63	181,904.80
BANK OF NY MELLON CORP (CALLABLE) CORPOR	DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	2,135.42	286,028.13	272,857.20
ADOBE INC (CALLABLE) CORP NOTE	DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	2,580.00	338,755.42	332,544.60
JPMORGAN CHASE CORP NOTES (CALLABLE)	DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	444.47	242,150.80	235,328.86
HOME DEPOT INC CORP NOTES (CALLABLE)	DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	2,096.11	333,852.60	326,274.90
JPMORGAN CHASE CORP NOTES (CALLABLE)	DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	992.57	114,785.19	115,887.38
JOHN DEERE CAPITAL CORP CORPORATE NOTES	DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A2	07/11/23	07/14/23	114,828.65	4.98	2,166.31	114,841.78	115,093.04

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
JOHN DEERE CAPITAL CORP CORPORATE NOTES	DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A2	07/13/23	07/17/23	136,833.30	4.64	2,543.07	136,695.60	135,109.21
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	1,283.33	109,816.10	111,205.27
CITIBANK NA CORP NOTES (CALLABLE)	DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	3,997.62	400,000.00	407,883.60
Security Type Sub-Total			5,292,000.00					5,248,402.08	3.08	36,536.83	5,225,411.27	5,092,298.85
Certificate of Deposit												
TORONTO DOMINION BANK NY CERT DEPOS	DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	1,827.13	325,000.00	324,905.75
COOPERAT RABOBANK UA/NY CERT DEPOS	DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	6,007.81	325,000.00	318,563.38
Security Type Sub-Total			650,000.00					650,000.00	5.26	7,834.94	650,000.00	643,469.13
Asset-Backed Security												
HAROT 2021-1 A3	DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	11,097.40	NR	Aaa	02/17/21	02/24/21	11,097.19	0.27	0.83	11,097.33	10,954.05
HART 2021-A A3	DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	15,089.10	AAA	NR	04/20/21	04/28/21	15,087.51	0.38	2.55	15,088.45	14,844.87
CARMX 2021-1 A3	DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	9,133.24	AAA	NR	01/20/21	01/27/21	9,131.44	0.34	1.38	9,132.49	8,949.20
TAOT 2021-C A3	DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	44,726.11	AAA	Aaa	09/21/21	09/27/21	44,722.55	0.43	8.55	44,724.35	43,434.42
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	28,588.32	AAA	NR	04/13/21	04/21/21	28,582.17	0.52	6.61	28,585.50	27,892.03

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security												
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	26,018.88	AAA	NR	11/09/21	11/17/21	26,013.07	0.75	8.56	26,015.71	25,259.33
DCENT 2021-A1 A1	DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,993.38	52,891.71
HAROT 2023-3 A3	DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,958.40	215,580.72
TAOT 2023-C A3	DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,986.23	64,956.24
TAOT 2023-D A3	DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	170.04	64,993.05	65,652.31
FITAT 2023-1 A3	DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,986.23	235,601.84
CHAIT 2023-A1 A	DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,927.94	270,515.59
AMXCA 2023-3 A	DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.23	639.22	274,988.14	275,141.82
HART 2023-C A3	DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	263.15	94,987.62	95,608.48
Security Type Sub-Total			1,409,653.05					1,409,441.92	4.71	2,880.95	1,409,464.82	1,407,282.61
Managed Account Sub-Total			36,023,532.11					34,856,956.09	2.93	122,096.00	35,148,073.92	33,924,868.28
Securities Sub-Total			\$36,023,532.11					\$34,856,956.09	2.93%	\$122,096.00	\$35,148,073.92	\$33,924,868.28
Accrued Interest												\$122,096.00
Total Investments												\$34,046,964.28

Bolded items are forward settling trades.



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – November 30, 2023

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for November of 2023.

EXECUTIVE SUMMARY:

On June 28, 2023, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

Pursuant to Section 16 of that policy, the City Treasurer shall provide to the City Council a monthly investment report which provides a clear picture of the status of the current investment portfolio. This report shall include, at a minimum, the following information for each type of investment held in the City’s investment portfolio: the issuer; amount of investment; current market value; yield on investment; income generated from investments; dollar amount invested on all securities, investments and moneys held by the local agency; and shall additionally include a description of any of the local agency’s funds, investments, or programs; and a description of unusual investment activity or developments during the month for which the report is prepared. This information shall be provided for all City and component unit pooled investments, as well as for bond accounts, which are managed by outside Fiscal Agents.

The interest rates presented are the most current rates available as of the date of these reports. The market values presented for pooled City investments are based on closing prices for the related investments as of the date of these reports. This information was obtained from the Wall Street Journal or other reliable sources of market prices.

The Market values presented for investments managed by fiscal agents are based on amounts reported by the fiscal agent on their investment statements. The purchase date and type of investment are not included for funds held by fiscal agents.

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended November 30, 2023. In addition, this report includes detailed information and current activity on individual investments.

All City investments are in compliance with the guidelines established for Authorized Investments as specified in the Investment Policy, Section 8.

There was no unusual investment activity to report.

The City and Districts have sufficient moneys to meet their expenditure requirements for the next six months.

FISCAL IMPACT:

None, this report is receive and file only.



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Lizzandro Diaz, Building Official

SUBJECT: Professional Service Agreement with MIG to provide the City with an American with Disabilities Act (ADA) Self-Evaluation and Transition Plan (SETP) for \$84,093.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Professional Service Agreement with MIG to prepare an ADA SETP for \$84,093, as required by the State of California. This plan is an essential document that outlines the strategies and steps the City will take to comply with the Americans with Disabilities Act.

BACKGROUND:

The Americans with Disabilities Act (ADA) is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else. The ADA provides civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications.

DISCUSSION/ANALYSIS:

As California works towards enhancing accessibility for all, the City of Coachella recognizes the value and importance of developing an ADA SETP. This plan is necessary to ensure that city facilities, parks, sidewalks, electronics, and communications are fully compliant with the ADA and meet the disability community's needs as much as possible.

The plan will be implemented by engaging the services of consultants specializing in ADA compliance. The consultants will conduct a comprehensive survey of facilities and outdoor areas within the city, as well as analyze existing plans, policies and practices. Once the survey is completed, they will develop tailored recommendations to make all city facilities, outdoor areas

pedestrian paths, and electronics fully accessible, utilizing best practices and state-of-the-art designs. The report will outline a comprehensive action plan for implementation, and will set out metrics for measuring success, ensuring compliance with the ADA. The consultant will attend facility work session with City staff, stakeholders meeting, advisory group stakeholders meeting and present the plan at a City Council meeting. The project will be funded under the city budget to ensure that the costs of compliance are met responsibly and efficiently.

FISCAL IMPACT:

There will be a fiscal impact of \$84,095.00 coming from the general fund.

ATTACHMENTS:

1. Professional Service Agreement – MIG
2. Exhibit “A” Scope of Services
3. Exhibit “B” Proposals from Consultants

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this February day of 25, 2024, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and MIG, a LIMITED LIABILITY COMPANY, with its principal place of business at 506 SW6th Avenue, #400, Portland OR 97204 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the American with Disabilities Act compliance and transition project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and

adequately supply the professional accessibility consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 25, 2024 to July 25, 2024, unless earlier terminated as provided herein.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation for hereunder shall not exceed eighty-four thousand ninety-five dollars (\$84,095.00) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 Responsibilities of Consultant.

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

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

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

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

3.3.5 City's Representative. The City hereby designates Lizzandro Diaz, Building Official, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The

City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

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

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

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

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance

Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented

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

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

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

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

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

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

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

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

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

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

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

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

(2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to

indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement

with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: MIG

506 SW 6th Avenue, #400, Portland, OR 97204

ATTN: Jon Pheanis, AICP

City: City of Coachella 1515 6th Street, Coachella, CA 92236

ATTN: Lizzandro Diaz

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all

Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be

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

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

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

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

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

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any

subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily

given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

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

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

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

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE
CITY OF COACHELLA AND MIG**

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

CITY OF COACHELLA

MIG

Approved By:

Gabriel Martin
City Manager

Jon Pheanis, AICP
Principal/Director

Approved as to Form:

Best Best and Krieger, LLP
City Attorney

Attested By:

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES



506 SW 6th Avenue, #400
Portland, OR 97204
www.migcom.com

CALIFORNIA
BERKELEY,
FULLERTON, LOS
ANGELES, PASADENA,
RIVERSIDE, SACRAMENTO,
SAN DIEGO, SAN JOSE,
SONOMA

COLORADO
DENVER

OREGON
PORTLAND

TEXAS
SAN ANTONIO

WASHINGTON
SEATTLE

November 16, 2023

Lizzandro Diaz, CBO
Building Official
City of Coachella
5399 Enterprise Way | Coachella, CA 92236

Re: City of Coachella ADA Transition Plan

Dear Lizzandro,

Thank you for the opportunity to provide ADA planning services for the City of Coachella. As discussed during our call, the following summarizes our understanding, approach, and proposed scope of work and fee needed to develop the City's ADA Self-Evaluation and Transition Plan.

As required by the Americans with Disabilities Act (ADA), the City of Coachella must make accessibility improvements to its buildings, parks, and facilities to ensure that everyone — regardless of ability — has equal access to opportunities to live, work, and play. The resulting Plan will identify barriers to accessibility, methods for improving access, establish a timeline for removing ADA barriers, identify the person responsible for Title II compliance, and involve people with disabilities in preparing the Plan. The Plan will provide a strategic approach and tools for continued access improvements as the City implements its ADA Self-Evaluation and Transition Plan in the coming years.

Components

The ADA legislation requires the following list of Self-Evaluation and Transition Plan (SETP) elements:

§ 35.105 Self-Evaluation

- Evaluate services, policies, and practices;
- Identify modifications needed to services, policies, and practices; and
- Involve people with disabilities to participate in the self-evaluation process.

§ 35.150 (d) Transition Plan

- List barriers;
- Identify feasible solutions to each barrier;
- Establish a timeline for removing barriers;
- Identify the person responsible for Title II compliance; and
- Involve people with disabilities in the preparation of the Plan.

The following scope of work addresses each of these requirements and the steps needed to accomplish this work.

Estimated Fee

Based on our understanding of the City's needs, our estimated total cost to complete the required tasks and deliver an ADA Transition Plan is \$84,095, which includes \$77,295 in labor and an estimated \$6,800 in reimbursable expenses. We've included three optional tasks to consider in addition to the scope of work. These services will be billed on a Time and Materials basis, summarized in the supplemental budget

table. As discussed, we will also provide our proposed schedule to complete this project following negotiations and additional discussions with the City.

We very much appreciate the opportunity to work with the City and community of Coachella. Please feel free to contact me at jonathanp@migcom.com or (503) 297-1005 if you have any questions, or would like to clarify our proposed scope or work. We look forward to hearing from you and getting started on this important project.

Sincerely,



Jon Pheanis, AICP
Principal | Director of Portland Operations



Coachella ADA Transition Plan: Estimated Project Costs

		MIG, Inc.		Direct Costs	Professional Fees Totals
		MIG Totals			
		Hours	Fee		
1	PROJECT MANAGEMENT				
1.1	Ongoing Project Management & Communication	56	\$9,800	\$0	\$9,800
1.2	Project Initiation - Staff Meeting #1	4	\$740	\$0	\$740
	<i>Subtotal</i>	<i>60</i>	<i>\$10,540</i>	<i>\$0</i>	<i>\$10,540</i>
2	ADA SELF-EVALUATION SUPPORT				
2.1	ADA Self-Evaluation Support	22	\$3,965	\$0	\$3,965
	<i>Subtotal</i>	<i>22</i>	<i>\$3,965</i>	<i>\$0</i>	<i>\$3,965</i>
3	ADA FACILITY EVALUATIONS				
3.1	Prepare Facility Diagrams	53	\$5,845	\$0	\$5,845
3.2	Conduct Facility Evaluations	166	\$19,850	\$6,000	\$25,850
3.3	Prepare Facility Reports	95	\$11,130	\$0	\$11,130
3.4	Facility Barrier Summary Report	21	\$3,395	\$0	\$3,395
3.5	GIS Implementation Data	14	\$1,950	\$0	\$1,950
	<i>Subtotal</i>	<i>349</i>	<i>\$42,170</i>	<i>\$6,000</i>	<i>\$48,170</i>
4	PREPARE THE ADA TRANSITION PLAN				
4.1	Facility Prioritization Work Session – Staff Meeting #2	10	\$1,600	\$0	\$1,600
4.2	ADA Advisory Group - Stakeholder Meeting #1	10	\$1,600	\$100	\$1,700
4.3	Prepare the Draft of the ADA Transition Plan	58	\$7,580	\$0	\$7,580
4.4	ADA Advisory Group - Stakeholder Meeting #2	10	\$1,600	\$100	\$1,700
4.5	Public Review Draft of the Transition Plan	28	\$3,580	\$500	\$4,080
4.6	Prepare the Final ADA Transition Plan	18	\$2,930	\$0	\$2,930
4.7	Presentation to City Council	10	\$1,730	\$100	\$1,830
	<i>Subtotal</i>	<i>144</i>	<i>\$20,620</i>	<i>\$800</i>	<i>\$21,420</i>
Professional Time and Costs Subtotal		575	\$77,295	\$6,800	\$84,095
Total Project Cost					\$84,095
	OPTIONAL TASKS				
A	Customer Services Staff Training	9	\$1,395	\$0	\$1,395
B	Maintaining Accessible Facilities Staff Training	9	\$1,395	\$0	\$1,395
C	Policy, Procedures, and Program Evaluation and Report	106	\$13,730	\$0	\$13,730
	<i>Subtotal Optional Tasks</i>	<i>124</i>	<i>\$16,520</i>	<i>\$0</i>	<i>\$16,520</i>

City of Coachella - Facility Leases

Building	Lessee	PROPERTY ADDRESS
City Civic Center		53-990 Enterprise Way, Coachella, CA 92236
City Coporate Yard		53-462 Enterprise Way, Coachella, CA 92236
City Sanitation Department		87075 Avenue 54, Coachella, CA 92236
Coachella Library	Riverside County Library System	1500 Sixth Street, Coachella, CA 92236
Bagdouma Community Center	Desert Recreation District	51257 Douma Street, Coachella, CA 92236
New Public Library	6th Street Coffee	1500 Sixth Street, Coachella, CA 92236
Library Annex	Latino Commission	1538 Seventh Street, Coachella, CA 92236
Library Annex	Raices	1536 Seventh Street, Coachella, CA 92236
Old City Hall	Alianza	1515 Sixth Street, Coachella, CA 92236
Old Chamber of Commerce	Coachella General	1258 Sixth Street, Coachella, CA 92236
Old Corporate Yard	Culturas	510 Vine Street, Coachella, CA 92236
Boxing Club	Lee Espinoza	51301 Douma Street, Coachella, CA 92236
Transit Center	Sun Line	790 Vine Street, Coachella, CA 92236
Old Water Billing/Old Fire Station	Fire House Bar and Grill	1515 Sixth Street, Coachella, CA 92236
Bagdouma Park	Verizon	51711 Douma Street, Coachella, CA 92236
Boys and Girls Club	Boys and Girls Club - Coachella	85350 Bagdad Avenue, Coachella, CA 92236
Bagdouma Park		Ave. 52 and Douma St., Coachella, Ca 92236
Veterans Park		4th st and Orchard St., Coachella, CA 92236
Date Land Park		Shady Ln. and Cairo St.,Coachella
Rancho Las Flores Park		Van Burenand South of Ave. 48, Caochella
Tot Park		Ave. 53 and Calle Empalme, Coachella, CA
De Oro Park		Ave.50 and Ave. De Oro, Coachella,CA 92236

Exhibit "B" Proposals Willdan

RE: Accessibility Transition Plan - Message (HTML)

File Message BLUEBEAM ADOBE PDF Tell me what you want to do...

Delete Reply Reply All Forward Team Email Move Mark Unread Categorize Follow Up Translate Zoom Create PDF Change Settings Select Folders

Estelle Cope <ecope@willdan.com> | Lizzandro Diaz Thu 6/15

RE: Accessibility Transition Plan

You replied to this message on 6/15/2023 12:24 PM.

Bing Maps + Get more apps

Hello, Lizzandro...unfortunately, Willdan does not provide this service.

Thank you,
Estelle Shapiro-Cope
Project Controller
Willdan | *Comprehensive. Innovative. Trusted.*
T. 909.963.0571 C. 909.838.1005
ecope@willdan.com
she/her/hers

From: Lizzandro Diaz <ldiaz@coachella.org>
Sent: Thursday, June 15, 2023 11:33 AM
To: Estelle Cope <ecope@willdan.com>
Subject: Accessibility Transition Plan

CAUTION: This email originated from outside of Willdan. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Estelle,

I wanted to request a proposal for special project here in the city. The City is in need of registering a Accessibility Transition with the State of California. I attached a list of the City properties for your reference.

Regards,

Lizzandro Diaz, CBO
Building Official
City of Coachella
Off: 442-400-5751
Cell: 442-637-2735
5200 Enterprise Way



1548 Columbia St.
Redlands, California 92374
(909) 747-5296 Direct
www.AccessServicesPlus.com



34281 Doheny Park Road #7085
Capistrano Beach, California 92624
(909) 747-5296 Direct
www.aspCASP.com

December 11, 2023

**Re: Proposal for Certified Access Specialist Services,
City of Coachella – Public Facilities Disabled Access Review, and
Assist in the Development of the City ADA Transition Plan for
Physical Barriers**

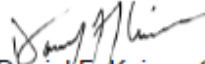
I appreciate the opportunity to provide you this proposal for Certified Access Specialist (CAS) services.

To assist the City in meeting its obligations towards disabled access barrier removal, the following proposal is submitted for your consideration.

Access Services Plus / CASp Services® will provide a site reviews, of the enclosed facilities as provided by the City, to evaluate ADA Barrier removal compliance for disabled accessibility in compliance with the Federal ADA Standards for Accessible Design.

**Access Services Plus / CASp Services® will provide these services for a
not to exceed amount of: \$80,000.
(See attached anticipated projects and costs)**

Thank you,


Daniel F. Kaiser, CAS#039 exp. 4/24
President

Enclosures: (1) City of Coachella Facilities
(2) Projected Activities and Anticipated Costs

MIG



Coachella ADA Transition Plan: Estimated Project Costs

		MIG, Inc.		Direct Costs	Professional Fees Totals
		MIG Totals			
		Hours	Fee		
1	PROJECT MANAGEMENT				
1.1	Ongoing Project Management & Communication	56	\$9,800	\$0	\$9,800
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3.5	GIS Implementation Data	14	\$1,950	\$0	\$1,950
	<i>Subtotal</i>	349	\$42,170	\$6,000	\$48,170
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Professional Time and Costs Subtotal		575	\$77,295	\$6,800	\$84,095
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B	Maintaining Accessible Facilities Staff Training	9	\$1,395	\$0	\$1,395
C	Policy, Procedures, and Program Evaluation and Report	106	\$13,730	\$0	\$13,730
	<i>Subtotal Optional Tasks</i>	124	\$16,520	\$0	\$16,520



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Authorize the City Manager to Execute a Cooperative Agreement with Riverside County Transportation Commission For the Coachella Rail Station Feasibility Study

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a Cooperative Agreement with Riverside County Transportation Commission (RCTC) for the Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network study phase.

BACKGROUND:

The City of Coachella and RCTC submitted a joint application to Southern California Association of Governments' (SCAG) Regional Early Action Planning 2.0 (REAP 2.0) program for the Rail Station Feasibility Study and Integrated Land Use and Transit Network. The project includes conducting a transit station feasibility study and visioning plan to support the proposed Coachella Valley – San Gorgonio Pass Rail Corridor Service Tier II environmental work that would be undertaken by RCTC. On June 13, 2023, SCAG awarded the City of Coachella and RCTC \$2,005,000 for the Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network REAP Application.

DISCUSSION/ANALYSIS:

RCTC will serve as the implementing and sponsoring agency for the project, assisting the City of Coachella with managing the delivery of the project. RCTC will be responsible for:

- A. Providing project management services for the Study Phase. Be responsible for procuring, retaining, and overseeing consultant(s) as required for completion of the Study Phase, or as reasonably necessary for Study Phase Completion.
- B. Providing the City an opportunity to review and approve all study documents for the project prior to finalization of such document for the project.
- C. Invoicing SCAG for Study Phase expenses incurred in accordance with the Cooperative

Agreement.

The City and RCTC will collaborate in the development of the Study document for the project, completion of the Study Phase work and services, and the implementation of the Cooperative Agreement.

ALTERNATIVES:

1. Authorize the City Manager to execute a Cooperative Agreement with RCTC for the Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network study phase.
2. Not Authorize the City Manager to execute a Cooperative Agreement with RCTC for the Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network study phase.

FISCAL IMPACT:

SCAG and RCTC will be entering into a funding memorandum of agreement allocating the Project \$2,005,000 in REAP 2.0 funds. RCTC staff time will be reimbursed with REAP 2.0 funds.

ATTACHMENTS:

1. Coachella Rail Station Feasibility Study Cooperative Agreement

Agreement No. 24-65-006-00

**COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND
CITY OF COACHELLA
FOR THE COACHELLA RAIL STATION FEASIBILITY STUDY AND INTEGRATED
LAND USE AND TRANSIT NETWORK STUDY PHASE**

1. Parties and Date.

This Cooperative Agreement is made and entered into this ____ day of _____, 2023 (“Effective Date”), by and between the Riverside County Transportation Commission (“RCTC”) and the City of Coachella (“City”). RCTC and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

2. Recitals.

2.1 RCTC and City submitted a joint application to the Southern California Association of Governments (SCAG)’s Regional Early Action Planning 2.0 (REAP 2.0) program for the Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network (“Project”). The Project includes conducting a transit station feasibility study and visioning plan to support the proposed Coachella Valley-San Gorgonio Pass Rail Corridor Service Tier II environmental work to be undertaken by RCTC (“Study Phase”).

2.2 SCAG and RCTC will be entering into a funding memorandum of agreement allocating the Project \$2,005,000 in REAP 2.0 funds (“SCAG MOU”).

2.3 As the only eligible recipient for REAP 2.0 funds, RCTC will serve as the Sponsoring Agency for the Project. The only funding RCTC will be contributing to the Project are the REAP 2.0 funds.

2.4 RCTC staff time will be reimbursed with REAP 2.0 funds.

2.5 The Project is located within the jurisdictional boundaries of the City of Coachella. City will serve as the Implementing Agency for the Project.

2.6 When RCTC and City submitted the REAP 2.0 application to SCAG for the Project, it was anticipated RCTC would only serve as a pass-through entity for the Project. Upon receiving notification that SCAG selected the Project for REAP 2.0 funding, the City requested RCTC’s assistance with managing the delivery of the project.

2.7 RCTC has agreed to provide project management services to the City for the Project and City will continue to serve as the Implementing Agency.

3. Terms.

3.1 Study Phase Work.

A. RCTC will work jointly with City for the Study Phase. RCTC shall select, retain, and oversee consultants to complete the Study Phase work and services including, but not limited to, preparation of the Study document. The Study Phase work and services shall be funded by the funding source set forth in Sections 2.3 and 2.4. The Parties agree that RCTC shall not have any obligation to fund the Study Phase work or services using its own funds. In the case that additional funds are needed to complete the Study Phase work or services, beyond the funding described in Sections 2.3 and 2.4, the City shall be responsible for identifying and obtaining such additional funding. Allocation of additional funding shall be by amendment to this Cooperative Agreement or by separate agreement.

B. Costs incurred by RCTC to facilitate completion of the Study Phase will be reimbursed by the funding source set forth in Sections 2.3 and 2.4.

C. RCTC shall complete the Study Phase work and services within the term of this Agreement, as provided in Section 3.2, unless extended by mutual agreement of the Parties.

C. Funding and responsibilities for any other phases of the Project, or construction of any portion or all of the Project, shall be by separate agreement.

3.2 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective Date and shall remain in effect through December 31, 2025, or until written agreement by the Parties that the Study Phase has been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.3 Cooperation. RCTC and the City agree to cooperate in the development of the Study document for the Project, completion of the Study Phase work and services, and the implementation of this Cooperative Agreement.

3.4 Obligations of the City.

A. The City shall provide a team of City staff with expertise in City Council priorities, land use, housing, and transportation, to collaborate and provide input on the Study Phase work and services at its own cost, and without reimbursement from the REAP 2.0 funds.

B. The City team shall timely review, approve and respond to RCTC and consultant requests and submittals for the Project including, but not limited to, Project communications plan, public engagement plan, Project branding and outreach materials, existing conditions memo, station site evaluation and selection report, transit-oriented development vision plan and land use strategy, infrastructure and public realm strategy, station renderings, building types, conceptual plans, mobility

hub plan, first/last mile analysis, phasing and financing strategy, metrics, business case analysis, market and real estate analysis, and general decisions regarding city land use, housing, and zoning polices.

3.5 Obligations of RCTC

- A. RCTC shall provide project management services for the Study Phase. RCTC shall be responsible for procuring, retaining, and overseeing consultant(s) as required for completion of the Study Phase, or as reasonably necessary for Study Phase completion.
- B. RCTC shall provide the City an opportunity to review and approve all study documents for the Project prior to finalization of such document for the Project.
- C. RCTC shall invoice SCAG for Study Phase expenses incurred in accordance with this Cooperative Agreement, no less frequently than quarterly in any quarter in which reimbursable expenses are incurred, but not to exceed once per month. Invoices submitted to SCAG shall be in a form and include such detail as reasonably requested by SCAG.

3.6 Incorporation of SCAG MOU.

A. City is aware of and has reviewed a copy of the draft SCAG MOU. RCTC shall provide the final version of the SCAG MOU to the City for review prior to execution. If the City objects to any provisions of the final SCAG MOU that impact the City, the City shall inform RCTC within ten (10) days of receipt of a copy thereof, and the Parties may terminate this Cooperative Agreement for mutual convenience. In such case, RCTC shall inform SCAG that RCTC and the City have elected not to proceed with Study Phase under the SCAG MOU.

B. If the City does not object to the terms of the final SCAG MOU, and RCTC has approved such terms, or if SCAG has agreed to amend the terms to the satisfaction of the Parties, RCTC will proceed with execution of the agreement. Once executed by SCAG and RCTC, a copy of the final SCAG MOU shall be provided to the City and maintained on file by the Parties. The executed SCAG MOU, once received by the City, shall be automatically incorporated into this Cooperative Agreement by reference, without further action of the Parties.

C. The City shall comply with all applicable provisions of the executed SCAG MOU, and shall timely comply with its obligations under this Cooperative Agreement, to ensure continued funding eligibility of the Project under the executed SCAG MOU. The Parties shall amend this Cooperative Agreement, as may be necessary, in order to incorporate and ensure compliance with applicable provisions of the executed SCAG MOU.

3.7 Mutual Indemnification.

A. RCTC shall, at its sole cost and expense, indemnify, defend and hold the City, its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which arise in any manner out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

B. The City shall, at its sole cost and expense, indemnify, defend and hold RCTC and its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which in any manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of City, its officials, officers, employees, agents, consultants or contractors in the performance of City obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

3.8 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.9 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.10 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.11 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.12 RCTC Disclaimer. In no event shall RCTC be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

3.13 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.14 Default; Notice to Cure. If during the term of this Cooperative Agreement, either Party fails or delays to perform any material term of this Cooperative Agreement, the non-defaulting Party shall provide written notice to the other Party of breach. In the event that the defaulting Party fails to commence to cure, correct or remedy such breach within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a default of this Cooperative Agreement shall be deemed to have occurred.

3.15 Termination.

A. Either Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof. The Parties acknowledge that if this Cooperative Agreement is terminated, RCTC will exercise its right to terminate that SCAG MOU.

B. The City shall reimburse RCTC, in full, for any costs or liability incurred by RCTC under the executed SCAG MOU as a result of either (i) the City's termination of this Cooperative Agreement, except in the case of a termination for RCTC's default; or (ii) RCTC's termination of this Cooperative Agreement for City's default.

C. No termination for default shall occur until the non-defaulting Party has provided notice and opportunity to cure in accordance with the terms of this Cooperative Agreement.

3.16 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Parties. 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.

3.17 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation

3.18 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To RCTC: Riverside County Transportation Commission
4080 Lemon Street, Third Floor
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Executive Director

Copy to: Best, Best & Krieger, LLP
3390 University Ave. 5fl.
Riverside, CA 92501
Attention: Steven C. DeBaun

To City: City of Coachella
1515 6th Street
Coachella, CA 92236
Attention: City Manager

Copy to: Best, Best & Krieger, LLP
74760 Highway 111
Suite 100
Indian Wells, California 92210
Attention: Carlos Campos

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.19 Time of Performance. Time is of the essence in the performance of this Agreement.

3.20 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.21 Insurance. The Parties each verify that they are self-insured or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

3.22 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.23 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.24 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.25 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

**SIGNATURE PAGE
TO
COACHELLA RAIL STATION FEASIBILITY STUDY AND INTEGRATED LAND USE
AND TRANSIT NETWORK STUDY PHASE**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the Effective Date.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF COACHELLA

By: _____
Anne Mayer, Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to RCTC

By: _____
Title: _____

ATTEST:

By: _____
Title: _____



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Authorize City Manager to execute a letter agreement with Zambelli Fireworks for a special event pyrotechnic program for the City’s 2024 Fourth of July program, in the amount not to exceed \$50,000.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a letter agreement with Zambelli Fireworks for special event pyrotechnic program for the City’s 2024 Fourth of July program, in the amount not to exceed \$50,000.

EXECUTIVE SUMMARY:

Staff solicited bids for a twenty-minute pyrotechnic special event program for the 2024 Fourth of July Program. Staff is recommending the event date be **July 3, 2024 (Wednesday)**; last year the event was held on Saturday, July 1. Please see the below responses received.

Vendor	20-minute Show	Number of Shells
Zambelli Fireworks	\$50,000	14,5387 / 12,378
Fireworks America	Non-Responsive	N/A
Pyro Spectacular	Non-Responsive	N/A

Staff is recommending authorization to award the 2024 Fourth of July pyrotechnic program to Zambelli Fireworks.

FISCAL IMPACT:

None.

Attachment: Proposed Letter Agreement



City of **Coachella**

53-990 Enterprise Way, Coachella, California 92236

Phone (760) 398-5744 * Fax (760) 398-1630 * www.coachella.org

February 14, 2024

Zambelli Fireworks Manufacturing Co.
120 Marshall Drive, Waffendale, PA 15086
Re: Letter of Agreement for 2024 Fourth of July Program

Dear Mr. Hagan:

This letter shall be our Agreement regarding the July 3, 2024 Fireworks Display described below ("Services") to be provided by Zambelli Fireworks Manufacturing Co., a corporation, ("Contractor") as an independent contractor to the City of Coachella for the City's 2024 Fourth of July Program ("Project").

The Services to be provided include the following: twenty-minute fireworks display on July 3, 2024 at Bagdouma Park. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of 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, and consistent with all applicable laws. 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. Compensation for the above services shall not exceed Fifty Thousand Dollars and No Cents (\$50,000.00).

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 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, 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.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall be completed on July 3, 2024. The City may terminate this Letter of Agreement up to June 3, 2024 without cause. Contractor may terminate this Letter of Agreement for cause only.

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

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

CONTRACTOR

Approved by:

Reviewed and Accepted by Contractor:

Dr. Gabriel D. Martin
City Manager

Signature

Name

Title

Date

EXHIBIT 'A'

Zambelli

FIREWORKS

City of Coachella Independence Day 2024 20 Minute Fireworks Celebration



Zambelli Fireworks

**John Hagan
800-322-7142
502-220-7944**

jhagan@zambellifireworks.com

Shafter, CA

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

City of Coachella Bagdouma Park 2024 July Fireworks Celebration

Show Date Options: Wednesday July 3, 2024

Show Budget: \$50,000 * 20-minute display (an all-inclusive show budget).

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

State, Local and Federal Permits: Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California.

Site Security and Fire Protection: Customer will assist in providing site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli FIREWORKS

2024 CITY OF COACHELLA JULY FIREWORKS

SYNOPSIS FOR A TWENTY MINUTE DISPLAY

DEVICE DESCRIPTION	QUANTITY
--------------------	----------

ZAMBELLI MULTI SHOT DEVICES (CAKES)

QUANTITY TWO EACH:

35 Shot Rainbow Dahlias w/Assorted Colored Tails	70
35 Shot Variegated Moons w/Titanium Reports and Tail	70
35 Shot Gold Brocade Waterfalls w/Gold Tails	70
35 Shot Green and Purple Moon Fan Box w/Green Tail	70
35 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	70
35 Shot Colorful Pears w/Reports	70
35 Shot Screaming Silver Dervish	70

QUANTITY FOUR EACH:

36 Shot Super Brocade w/Gold Tails Fan Box	144
36 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	144
36 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box	144
36 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box	144
36 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box	144
36 Shot Falling Leaves to Cracking Willow	144
36 Shot Crackling Coconut Palm with Color Pistil	144

QUANTITY FOUR EACH:

100 Shot Variegated Chrysanthemum w/Palm and Silver Tails	400
100 Shot Red Crackling and Green Glittering w/Purple Mines	400
100 Shot Silver Crackling Flowers w/Silver Tails	400
100 Shot Brocade Crown w/Brocade Tail	400
100 Shot Silver Bees	400
100 Shot Variegated Chrysanthemum w/Palm and Silver Tails	400
100 Shot Red Crackling and Green Glittering w/Purple Mines	400

QUANTITY TEN EACH:

400 Shot V -Shaped Special Effect Multi Shot Repeater	4000
408 Shot Z -Shaped Special Effect Multi Shot Repeater	4080
TOTAL NUMBER OF MULTI EFFECT SHOTS	12,378

TWO AND A HALF INCH DIAMETER SHELLS

Two and Half Inch Zambelli Specialty Shells	220
Two and Half Inch Palm Shells	200
Two and Half Inch Tourbillion Shells	200
Two and Half Inch Dahlia Shells	200
Two and Half Inch Chrysanthemum Shells	200
Two and Half Inch Serpent Effect Shells	200
Two and Half Inch Multi-Effect Shells	200
Two and Half Inch Zambelli Salute Shells	200
TOTAL NUMBER OF TWO AND HALF INCH DIAMETER SHELLS BODY	1620

ZAMBELLI GRAND FINALE

Two and Half Inch Assorted Color Finale Display Shells	220
Two and Half Inch Titanium Salute Report Shells	220
Two and Half Inch Zambelli Specialty Finale Display Shells	100
TOTAL NUMBER OF GRAND FINALE SHELLS	540

TOTAL NUMBER OF SHOTS/ SHELLS IN THE DISPLAY 14,538

Zambelli

FIREWORKS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler
	PHONE (A/C. No. Ext): 727-547-3070 FAX (A/C. No): 727-367-5695
	E-MAIL ADDRESS: mkugler@alliedspecialty.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: T.H.E. Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP0103167-05	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		CPP0103167-05	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0011081-05	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Coverage is afforded in the State(s) of:			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull		CPP0103167-05	02/01/2018	02/01/2019	Hull Limit \$900,000 Show Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Display Date: Rain Date: Location:
 RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve a budget allocation of \$10,000, to add a new special event to the 2024 event calendar to recognize migrant farmworkers in recognition of Cesar Chavez Day.

STAFF RECOMMENDATION:

Approve a budget allocation of \$10,000, to add a new special event to the 2024 event calendar to recognize migrant farmworkers in recognition of Cesar Chavez Day.

EXECUTIVE SUMMARY:

March 31st is a federal commemorative holiday as well as a city-recognized holiday, which honors the legacy of the American labor rights hero, Cesar Chavez. His grandson and Executive Director of the National Chavez Center, Andres Chavez, spoke at this event last year (March 29, 2023). The National Chavez Foundation is interested in continuing their support of this event in 2024.

To bring this event to 2024 staff is requesting authorization to allocate \$10,000 for a small event celebrating Cesar Chavez Day on Tuesday, March 26, from 5:30pm-7:30pm at the Coachella Library Park. The event would also feature free food and mariachis. The requested allocation of \$10,000 would fund the following costs: food vendor, mariachis, audio and sound.

FISCAL IMPACT:

If supported the event costs would require an allocation of \$10,000 from undesignated general fund reserves.



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize operation of a beer garden on Saturday, March 23, 2024 from 5pm-9pm at Veterans Memorial Park for the 2024 Coachella Mariachi Festival.

STAFF RECOMMENDATION:

Authorize operation of a beer garden on Saturday, March 23, 2024 from 5pm-9pm at Veterans Memorial Park for the 2024 Coachella Mariachi Festival.

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, March 23, 2024 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 authorization to allow the operation of a beer garden, from 5pm-9pm. Beer garden operator will be selected based on published request for proposals for local Coachella businesses with appropriate alcohol license/permit.

FISCAL IMPACT:

None.



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Authorize the Purchase of 200 (¾" x 7-1/2") Master Meters for an Amount not to Exceed \$56,850.00

STAFF RECOMMENDATION:

Authorize the Purchase of 200 (¾" x 7-1/2") Master Meters for an Amount not to Exceed \$56,850.00

DISCUSSION/ANALYSIS:

The City of Coachella and its Coachella Water Authority (CWA) is responsible for the water service for its residents and customers within its service boundary. The water department serves a population of a little over 45,000 and a service area size of approximately 53 square miles. There are approximately 9,740 (meter) connections to the system.

The existing metering system for CWA is read through an Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) system. Currently staff drives around with a receiver in their vehicle, which polls the meter register for customer usage data. The data is collected by the receiver. Once the staff are done for the day or week, the receiver data is uploaded to the financial system for billing purposes. It takes approximately one day for all of the meters to be read by two Water Operators with the current AMR and AMI system. However, there are meters and registers that have reached end of life and no longer transmit information to the receiver. These meters that no longer register need to be read by hand and requires a tremendous amount of staff time. It typically takes the current water staff several days to complete the list of meters that need to read by hand for each cycle.

The City continuously replaces meters that are no longer capable of being read by either the AMR or AMI systems. The Department keeps inventory for meter replacements and currently requires the purchase of meters.

FISCAL IMPACT:

\$56,850.00 will be appropriated from the reserve balance in the Water Utility Fund and be placed in the budget line item for Repair and Maintenance Services (Operations).



HydroPro Solutions, Inc

Quotation

1180 East Francis Street
 Ontario, CA 91761
 Phone 949-910-9449

DATE January 16, 2024
Quotation # Brian 04
Salesperson: Brian Jensen

To: Castulo Estrada / Jesus Chabolla
 City of Coachella
 53-990 Enterprise Way
 Coachella, CA 92236

Quotation valid until: 2/28/2024
Prepared by: Brian Jensen

Subject: Proposal City of Coachella Meter Exchange - Phase 3

Loyal Customer To Allegro Pricing					
<i>Meters</i>	<i>Standard 2023 Allegro Pricing</i>	<i>Quantity</i>	<i>2023 Allegro Promo (ea)</i>	<i>Promo Extended Total</i>	<i>Estimated Allegro Savings With Promo</i>
5/8" x 3/4"	\$285.63	0	\$243.24	\$0.00	15%
3/4" 7-1/2"	\$305.25	200	\$260.00	\$52,000.00	15%
1"	\$386.95	0	\$329.54	\$0.00	15%
3/4" x 9 x 1"	\$340.73	0	\$290.17	\$0.00	15%
1-1/2" Flg.	\$660.63	0	\$562.61	\$0.00	15%
2" Flg.	\$855.80	0	\$728.82	\$0.00	15%
<i>Registers</i>	<i>Standard 2023 Allegro Pricing</i>	<i>Quantity</i>	<i>2022 Allegro Promo (ea)</i>	<i>Promo Extended Total</i>	<i>Estimated Allegro Savings With Promo</i>
Allegro Register and Housing	\$236.70		\$201.57	\$0.00	15%
			Subtotal	\$ 52,000.00	
			Tax (8.75%)	\$ 4,550.00	
			Freight	\$ 300.00	
			Grand Total	\$ 56,850.00	

**Requires RMA for return of products in conjunction with this offer.*

*NOTE: Requires return of 3G Register (up to 12 years old) or charges will apply
 RMA for return of 3G Registers Only in conjunction with this offer

****NOTE: If 3G register is not returned, charge to customer is \$40/register**

Special Promo Pricing Good thru 02/28/2024

A 2.5 % processing fee will be applied for all credit card purchases.

PLEASE NOTE: This quotation is valid for date specified. We reserve the right to amend prices after this period.

If required Shipping is ESTIMATED in this quote.

THANK YOU FOR YOUR BUSINESS!



101 Regency Parkway
Mansfield, Texas 76063
PH# 800-765-6518
817-842-8000
FAX# 817-842-8100

May 10, 2022

City of Coachella, CA.
Attn: Castulo Estrada
Utilities Manager
760-501-8113
53462 Enterprise Way
Coachella, CA 92236

Dear Mr. Estrada:

On behalf of HydroPro Solutions and Master Meter, Inc. we appreciate the continued opportunity to serve your metering needs.

Please let this correspondence confirm that, beginning June 1, 2022, HydroPro Solutions will be the only authorized waterworks utility distributor for Master Meter in the state of California. This includes Master Meter's entire product line including but not limited to all sizes and types of water meters, AMR/AMI meter reading system, components, and accessories.

If you should have any questions or require additional information, please don't hesitate to contact me at 800-765-6518.

Respectfully,

Neal Farmer
Regional Vice President of Sales
Master Meter, Inc.

cc: Ed Amelung, RSM, Master Meter, Inc.
Christopher Lambros, Executive V.P., HydroPro Solutions



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Resolution No. 2024-05 Authorizing State of California Cannabis Equity Act Grant Funding

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2024-05 authorizing the City Manager to execute any and all necessary documentation, including a standard agreement to accept the Office of the Governor’s Business and Economic Development’s (Go-Biz) Equity Grant for Local Jurisdictions in the amount of \$350,000.

BACKGROUND:

In 2019, the City of Coachella Cannabis Equity Program was established to support equitable opportunities in the local cannabis industry by making legal cannabis business ownership and employment opportunities more accessible to individuals negatively impacted by the prior criminalization of cannabis in Long Beach. This support includes access to resources such as direct technical assistance and grants, expedited application review, and priority consideration in the licensing process for Local Equity Applicants/Licensees. GO-Biz, in accordance with the California Cannabis Equity Act, administers the Cannabis Equity Grants Program for Local Jurisdictions to aid local equity program efforts to support equity applicants. GO-Biz requires 80 percent of the City's total grant award to be redistributed to equity applicants in the form of direct grants. The remaining 20 percent is split evenly between administrative costs and direct technical assistant costs.

DISCUSSION/ANALYSIS:

The latest grant award will be utilized to assist equity applicants with ongoing and startup costs including rent/lease payments, local licensing and regulatory fees, legal assistance, regulatory compliance, capital improvements, furniture, fixtures, and equipment. In addition, the grant award will help to continue to fund two (2) full-time employees responsible for administering the program, and direct technical assistance vendors who provide educational resources and one-on-one advisory services in the areas of site location and lease negotiation, financial assistance, and regulatory compliance.

ALTERNATIVES:

1. Adopt Resolution No. 2024-05 Authorizing State of California Cannabis Equity Act Grant Funding
2. Not Adopt Resolution No. 2024-05 Authorizing State of California Cannabis Equity Act Grant Funding

FISCAL IMPACT:

The City will receive a grant award in the amount of \$350,000 from GO-Biz for the grant term beginning April 1, 2024 and ending October 31, 2025 to support the Cannabis Equity Program. An appropriation in the amount of \$350,000 is requested in the General Grants Fund, offset by grant revenues. The grant has no required match or in-kind service mandate. This recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. This recommendation will result in the continued employment of City staff funded through this grant who help administer the Cannabis Equity Program in the Development Services Department.

ATTACHMENT:

Resolution No. 2024-05

RESOLUTION 2024-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
CALIFORNIA AUTHORIZING STATE OF CALIFORNIA CANNABIS EQUITY ACT
GRANT FUNDING**

The City Council of the City of Coachella finds:

WHEREAS, the members of the California Legislature have recognized the need for cannabis equity grant funding;

WHEREAS, funding has been provided to the Governor’s Office of Business and Economic Development to provide grant funds to local governments;

WHEREAS, the City Council of the City of Coachella has adopted and operates a local equity program for commercial cannabis activity.

WHEREAS, the City Council of the City of Coachella has determined that it will use grant funds from the Governor’s Office of Business and Economic Development to assist local equity applicants and licensees through its local equity program for commercial cannabis activity as described in its application for grant funds.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Coachella is authorized to execute by electronic signature on behalf of the City Council of the City of Coachella, the grant agreement with the Governor’s Office of Business and Economic Development, including any extensions or amendments thereof and any subsequent grant agreement with the Governor’s Office of Business and Economic Development in relation thereto.

IT IS AGREED that any liability arising out of the performance of this grant agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The Governor’s Office of Business and Economic Development and the State of California disclaim responsibility for any such liability.

PASSED, APPROVED and ADOPTED this 14th day of February, 2024.

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. 2024-05 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of February, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Ordinance No. 1207 Increasing City Council Compensation Pursuant to Senate Bill 329 (Second Reading)

STAFF RECOMMENDATION:

It is recommended that the City Council conduct the second reading, by title only, of Ordinance No. 1207 increasing City Council compensation pursuant to Senate Bill 329.

BACKGROUND:

In June 2023, Governor Gavin Newsom signed Senate Bill 329 (“SB 329”) into law, which amends California Government Code Section 36516 regarding city council compensation.

SB 329 increases base compensation for city council members in general law cities. Existing law authorizes a city council to enact an ordinance to set city council salaries based on the population of the city. The former compensation schedule was set in 1984 and has not been adjusted in almost 40 years.

The purpose of SB 329 is to allow cities to adjust council member compensation to account for inflation and to support diversity in city councils because increased compensation can help individuals from across different income levels receive sufficient income for their service.

Under existing law, city councils can enact ordinances to provide salaries to council members based on the population of the city. SB 329 increases the maximum salaries that can be approved by city ordinance, based on the population of the city. The new salary limits are as follows:

- Up to \$950 per month for cities up to and including 35,000 in population.
- Up to \$1,275 per month for cities over 35,000 up to and including 50,000 in population.
- Up to \$1,600 per month for cities over 50,000 up to and including 75,000 in population.
- Up to \$1,900 per month for cities over 75,000 up to and including 150,000 in population.
- Up to \$2,550 per month for cities over 150,000 up to and including 250,000 in population.
- Up to \$3,200 per month for cities over 250,000 in population

In 2018, pursuant to Ordinance No. 1127, the City Council set the monthly salary for each Councilmember at \$711.05.

On December 13, 2023, the City Council conducted the first reading for Ordinance No. 1207 to increase the City Council compensation pursuant to Senate Bill 329.

DISCUSSION/ANALYSIS:

The City Council Salary Based on Government Code Section 36516 as Amended by SB 329

Coachella Municipal Code Section 2.04.010 (B) sets the Coachella City Council salary for each member at \$711.05 per month. This salary was established by Ordinance No. 1127 in 2018 and there has not been an increase or adjustment in the last five years.

California Government Code Section 36516 provides a method by which salaries for members of a city council of a city are established and increased. Pursuant to Section 36516, city councilmember compensation is initially based on a city's population, as determined by the census data or from estimates for the Department of Finance.

As noted above, SB 329 increases the city council compensation based on a city's population. For example for cities with populations between 35,000 and 50,000—which would include Coachella—the previous salary was \$400. As a result of SB 329, the updated city council salary for this population range is now \$1,275.

According to data from the 2020 census and the California Department of Finance, Coachella has an approximate population of 42,462. Therefore, the City Council salary could be raised up to \$1,275 under the new law.

The proposed Ordinance would amend two Coachella Municipal Code sections – Section 2.04.010 entitled “Compensation of city council members” and Section 2.04.020 entitled “Increase or decrease in council member’s salary.” Section 2.04.010 would be revised to include the most recent Coachella population from the 2020 census and California Department of Finance. In addition, it would state that following the November 2024 election, city council salary will be set at \$1,275 per month. Section 2.04.020 would be amended to clean up language and reference Government Code 36516 for the process for making future increases based on cost-of-living adjustment and inflation.

An elected mayor may be provided with compensation in addition to that which he or she receives as a council member. That additional compensation may be provided by an ordinance adopted by the city council or by a majority vote of the electors voting on the proposition at a municipal election. (Gov. Code, § 36516.1.) The Coachella Municipal Code currently does not provide additional salary for the mayor.

Findings in Support of City Council Salary Increase under SB 329

There are several reasons that support higher salaries for city councilmembers in Coachella.

Higher pay can help remove financial barriers that may prevent individuals from running for office. This can make council positions more accessible to a wider range of people, including those from lower-income backgrounds, promoting greater socioeconomic diversity among elected representatives.

Offering higher pay can also attract more qualified individuals to run for city council positions. This can potentially increase the talent pool and diversity of candidates, leading to better decision-making governance.

A higher salary can incentivize councilmembers to dedicate more time and effort to their roles. This can enable them to devote additional hours to understanding complex issues, researching policies, and engaging with constituents, thereby enhancing the quality of their work.

A higher salary can also help retain experienced councilmembers who might otherwise leave for higher-paying opportunities elsewhere. Continuity and intuitional knowledge can benefit the city by enabling councilmembers to build expertise, establish relationships, and effectively address long-term challenges.

Increasing compensation recognizes and compensates city councilmembers for their substantial workload. Serving on the city council requires significant time and effort. Councilmembers are responsible for attending meetings, conducting research, engaging with constituents, and making important decisions that directly impact the community.

In Coachella, the City Council’s last compensation increase went into effect at the end of 2018, so it would be appropriate to increase compensation due to inflation and cost of living increases that have occurred over the last five years.

Increasing the City Council salary would make salaries more commensurate with salaries in other Coachella Valley cities. Coachella and Indio are the only general law cities in the Coachella Valley. The other seven cities are charter cities, and therefore not bound by the city council salary caps in the Government Code. SB 329 allows Coachella to adopt city council compensation that is commensurate with what the other Coachella Valley cities pay—general law and charter, alike.

The following table compares city council salaries throughout the Coachella Valley.

City Council Salaries in the Coachella Valley	
City	City Council Salary per month
Palm Springs	\$3,467
Cathedral City	\$1,330
Desert Hot Springs	\$1,111.62 councilmembers; \$1,559.18 mayor
Rancho Mirage	\$2,917 councilmembers; \$3,208 mayor
Palm Desert	\$1,875

Indian Wells	\$1039.45 councilmembers; \$1,299.31 mayor pro tem; \$1,559.18 mayor
La Quinta	\$2,300; mayor additional \$500/month
Indio*	\$1,339.47
Coachella*	\$711.05

* Indio and Coachella are the only general law cities in the Coachella Valley.

In addition, the increase would make the City Council salaries more commensurate with the average salaries of general law cities with similar populations.

For example, the following table shows other similar-sized California general law cities’ salary information:

City Council Salaries in General Law Cities with Approximately 45,000 Population		
City	Population	City Council Salary per month
Poway	48,483	\$1,723 councilmembers; \$2,417 mayor
La Mirada	47,899	\$1,259
Lompoc	43,736	\$1,200 councilmembers; \$1,400 mayor
Danville	42,732	\$1,261
Campbell	42,286	\$877

The above cities could also adopt salary adjustments pursuant to SB 329.

Compensation Increase Would Occur After the 2024 Election

The compensation increase would only take effect when at least one member of the City Council commences a new term of office. (Gov. Code, § 36516.5; see also 54 Cal. Ops. Atty. Gen. 112 (1971).)

Therefore, the new salary for each City Council member would go into effect beginning on the date on which a City Council member is sworn into office after the general municipal election held in November 2024.

Future Salary Increases

SB 329 also updated city council options for future salary increases. Future increases can rise to the greater of either:

1. Five percent (5%) for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted; or

2. An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

This second option, which is tied to inflation, was added by SB 329 to allow for greater increases when inflation is high.

ALTERNATIVES:

1. Set an alternative salary amount.
2. Decline to act on this item.
3. Continue this item and provide staff with direction.

FISCAL IMPACT:

City Councilmember compensation would be increased under this Ordinance from \$711.05 to \$1,275 per month. This increase represents an additional \$563.95 per Councilmember per month, totaling an additional general fund expense of \$33,837 per year for salary increases for all City Councilmembers.

ATTACHMENT(S):

1. Ordinance No. 1207
2. Redline of Coachella Municipal Code Sections 2.04.010 and 2.04.020.
3. Redline of Government Code Section 36516 showing the amendments as per SB 329

ORDINANCE NO. 1207

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF COACHELLA, CALIFORNIA,
AMENDING COACHELLA MUNICIPAL CODE
SECTIONS 2.04.010 AND 2.04.020 REGARDING
CITY COUNCIL COMPENSATION**

WHEREAS, in June 2023, Governor Gavin Newsom signed into law Senate Bill 329 (“SB 329”), which amends California Government Code Section 36516 to update city council compensation schedules to account for inflation. The previous compensation schedules, which are based on population, had not been adjusted since 1984; and

WHEREAS, the legislative intent of SB 329 is to help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families; and

WHEREAS, California Government Code Section 36516 provides a method by which salaries for members of a city council are established based on city population; and

WHEREAS, according to the last preceding federal census in 2020 and the California Department of Finance, the City of Coachella has an estimated population of 42,462; and

WHEREAS, under SB 329, city council salaries in cities with populations between 35,000 and 50,000 can be up to and including \$1,275 per month; and

WHEREAS, pursuant to Ordinance No. 1127 adopted in 2018, Coachella City Councilmembers currently receive \$711.05 per month in salary; and

WHEREAS, the City Council of the City of Coachella makes the following findings in support of raising City Council salaries to \$1,275, as allowed by SB 329:

- i. Higher pay can help remove financial barriers that may prevent individuals from running for office. This can make council positions more accessible to a wider range of people, including those from lower-income backgrounds, promoting greater socioeconomic diversity among elected representatives.
- ii. Offering higher pay can attract more qualified individuals to run for city council positions. This can potentially increase the talent pool and diversity of candidates, leading to better decision-making governance.
- iii. A higher salary can incentivize councilmembers to dedicate more time and effort to their roles. This can enable them to devote additional hours to

understanding complex issues, researching policies, and engaging with constituents, thereby enhancing the quality of their work.

- iv. A higher salary can help retain experienced councilmembers who might otherwise leave for higher-paying opportunities elsewhere. Continuity and intuitional knowledge can benefit the city by enabling councilmembers to build expertise, establish relationships, and effectively address long-term challenges.
- v. Increasing compensation recognizes and compensates city councilmembers for their substantial workload. Serving on the city council requires significant time and effort. Councilmembers are responsible for attending meetings, conducting research, engaging with constituents, and making important decisions that directly impact the community.
- vi. The City Council's last compensation increase went into effect at the end of 2018, so it would be appropriate to again increase compensation to account for cost-of-living increases and inflation over the last five years; and
- vii. Increasing the City Council salary would make salaries more commensurate with salaries in other Coachella Valley cities (general law and charter) and other general law cities with similar population sizes.

WHEREAS, California Government Code Section 36516.5 provides that a change in salary for each city council member does not take effect until one or more members of the city council begins a new term of office;

WHEREAS, the new salary for each City Council member would go into effect beginning on the date on which a City Council member is sworn into office after the general municipal election held in November 2024;

WHEREAS, on December 13, 2023, the City Council conducted the first reading for Ordinance No. 1207 increasing City Council compensation pursuant to Senate Bill 329; and

WHEREAS, on February 14, 2024, the City council conducted the second reading for Ordinance No. 1207 increasing City Council compensation pursuant to Senate Bill 329.

**THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Ordinance.

SECTION 2. Amendment to Municipal Code. Section 2.04.010 *Compensation of city council members* of Chapter 2.04 *City Council* of the Coachella Municipal Code is amended to read as follows:

“2.04.010 - Compensation of city council members.

A. California Government Code Section 36516 provides for compensation for each member of the city council based upon the population of the city. The city has an estimated population of forty-two thousand four hundred sixty two (42,462) as of January 2023, according to the California Department of Finance.

B. Pursuant to California Government Code Section 36516, each member of the city council shall receive an increase in his or her monthly salary, beginning on the starting date of the term of office for which candidates or city council members are elected in the November 2024 election. Beginning on the date on which a council member is sworn into a new term of office, the new monthly salary of each council member shall be one thousand two hundred seventy five (\$1,275).”

SECTION 3. Amendment to Municipal Code. Section 2.04.020 *Increase or decrease in council member’s salary* of Chapter 2.04 *City Council* of the Coachella Municipal Code is amended to read as follows:

“2.04.020 - Increase or decrease in council member’s salary.

Following any new and later estimates of population made by the California Department of Finance placing the city in a population group other than that set forth in Section 2.04.010, the salary is payable to each member of the council shall be increased or decreased accordingly to equal the sum prescribed for that population group in Section 36516 of the Government Code. The increase or decrease becomes payable only on and after the date when one or more council members become eligible beginning a new term of office following the next succeeding general municipal election held in the city. Council member salaries may also be increased beyond the amount provided in Section 2.04.010 pursuant to Government Code Section 36516, as amended, to account for cost-of-living adjustment and inflation.”

SECTION 4. Operative Date. Pursuant to California Government Code Section 36516.5, this Ordinance shall become operative only on and after the date upon which one or more members of the City Council of the City of Coachella become eligible for the salary prescribed herein by virtue of beginning a new term of office following the November 2024 general municipal election. Until said operative date, the City Council salary set forth in Ordinance No. 1127 of \$711.05 per month shall be and remain in effect. On the operative date, the salary set forth in Ordinance No. 1127, is hereby, replaced by the salary set forth in this Ordinance.

SECTION 5. Reimbursement. The salaries prescribed by this Ordinance are exclusive of any other amount payable to a city councilmember as reimbursement for actual

and necessary expenses incurred by him or her in the performance of his or her official duties.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. Publication. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once, in a newspaper of general circulation, published and circulated in the City of Coachella, California.

SECTION 8. Effective date. This Ordinance takes effect 30 days from and after the date of its passage.

PASSED, APPROVED, AND ADOPTED this 14th of February, 2024.

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. 1207 was duly and regularly introduced at a meeting of the City Council on the 13th day of December, 2023, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 14th day of February, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

1. Section 2.04.010 *Compensation of city council members* of Chapter 2.04 *City Council* of the Coachella Municipal Code is amended as follows to show added text in underline and deleted text in strikethrough:

“2.04.010 - Compensation of city council members.

A. California Government Code Section 36516 provides for compensation for each member of the city council based upon the population of the city. The city has a population of ~~thirty-eight thousand four hundred eighty-six (38,486) as of January 2007~~ forty-two thousand four hundred sixty two (42,462) as of January 2023, according to the California Department of Finance.

B. Pursuant to California Government Code Section 36516, each member of the city council shall receive an increase in his or her monthly salary, beginning on the starting date of the term of office for which candidates or city council members are elected in the November ~~2018~~ 2024 election. Beginning on the date on which a council member is sworn into a new term of office the new monthly salary of each council member shall be ~~seven hundred and eleven dollars and five cents (\$711.05)~~ one thousand two hundred seventy five (\$1,275).”

2. Section 2.04.020 *Increase or decrease in council member’s salary* of Chapter 2.04 *City Council* of the Coachella Municipal Code is amended to show added text in underline and deleted text in strikethrough:

“2.04.020 - Increase or decrease in council member’s salary.

Following any new and later estimates of population made by the California Department of Finance placing the city in a population group other than that set forth in Section 2.04.010, the salary is payable to each member of the council shall be increased or decreased accordingly to equal the sum prescribed for that population group in Section 36516 of the Government Code.; ~~provided, however, that the salary as so increased or decreased shall~~ The increase or decrease becomes payable only on and after the date upon which when one or more council members of the council become eligible therefor by virtue of by beginning a new term of office following the next succeeding general municipal election held in the city. Council member salaries may also be increased beyond the amount provided in Section 2.04.010 pursuant to Government Code Section 36516, as amended, to account for cost-of-living adjustment and inflation.”

Government Code § 36516

(a)(1) A city council may enact an ordinance providing that each member of the city coil shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including ~~threenine~~ hundred fifty dollars (~~\$300,950~~) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including ~~fourone thousand two~~ hundred seventy-five dollars (~~\$400,1,275~~) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including ~~fiveone thousand six~~ hundred dollars (~~\$500,1,600~~) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including ~~sixone thousand nine~~ hundred dollars (~~\$600,1,900~~) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including ~~eighttwo thousand five~~ hundred fifty dollars (~~\$800,2,550~~) per month.

(F) In cities over 250,000 population, up to and including ~~onethree~~ thousand two hundred dollars (~~\$1,000,3,200~~) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed ~~an~~ the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g)(1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve a budget allocation of \$25,000 to add a new special event for the 2023/2024 fiscal year on March 30, 2024; the 2024 Coachella Women's Summit.

STAFF RECOMMENDATION:

Approve a budget allocation of \$25,000 to add a new special event for the 2023/2024 fiscal year on March 30, 2024; the 2024 Coachella Women's Summit.

EXECUTIVE SUMMARY:

**This item is sponsored by Mayor Pro Tem Virgen and Council Member Galarza. **

The new proposed city event is the 2024 Women's Summit. The proposed event would occur on Saturday, March 30th at Veterans Park from 7:30 am - 1pm; event attendance is anticipated at 100-150 attendees. The proposed event requested would showcase local and regional women speakers focused on engaging women from throughout the community and growing local future leaders.

Staff is requesting approval to allocate a \$25,000 budget for the proposed event. The requested budgeted will be utilized as follows:

- Audio/Visual = \$10,000
- Staging Rentals = \$5,000
- Power = \$1,000
- Catering = \$4,000
- Marketing = \$5,000

FISCAL IMPACT:

Approval of the event budget of \$25,000 will require a \$25,000 appropriation from undesignated general fund reserves.



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize the City Manager to execute letter purchase agreements for eighteen (18) Model Y Teslas, for \$1,064,264.10 and Tesla Wall Connector License Agreement for four wall-charging units.

STAFF RECOMMENDATION:

Authorize the City Manager to execute letter purchase agreements for eighteen (18) Model Y Teslas, for \$1,064,264.10 and Tesla Wall Connector License Agreement for four wall-charging units.

EXECUTIVE SUMMARY:

In 2023, the City approved award of seventeen (17) Model Y Tesla units with Enterprise Fleet Management Inc. These units have not yet been procured by Enterprise Fleet Management Inc (EFM). Staff is recommending no longer proceeding with the order through EFM and instead purchase the Tesla Model Y units direct from Tesla.

The City obtained pricing that allows for the purchase of one additional Tesla Model Y unit (eighteen (18) units) for half the cost of an additional unit (\$35k). Staff is requesting authorization for the City Manager to execute a letter purchase agreement with Tesla for the purchase of eighteen (18) Model Y units that will be available within two months.

Additionally, the purchase of these eighteen units has also allowed the City to be eligible to participate in Tesla's Own & Operate program. Whereby, Tesla will procure and install four wall-charging units without cost to the City. In order to proceed with this program staff is recommends authorizing the City Manager to execute the attached Tesla Wall Connector License Agreement.

FISCAL IMPACT:

Affordable Housing and Sustainable Communities ("AHSC") Program grant funds will be used to purchase the eighteen (18) Teslas; the recommended action does not have a fiscal impact.

Attachments:

Proposal Quotes for the Model Y Units
License Agreement

Motor Vehicle Order Quote

Vehicle Configuration



310mi

135mph

4.8sec

Range (EPA
est.)

Top Speed

0-60 mph

Description	Price (USD)
Model Y	\$43,990.00
Long Range All-Wheel Drive	\$5,000.00
Stealth Gret	Included
19" Gemini Wheels	Included
All Black Premium Interior	Included
Seven Seat Interior	\$3,000.00
Autopilot	Included
CA Tire Fee	\$7.00
Destination and Documentation Fee	\$1,390.00
Order Fee	\$250.00
Estimated Registration/License Fee	\$641.00
Filing Fee	\$33.00
Estimated Taxes 8.75%	\$4,693.24
Estimated Total with Taxes and Fees:	\$59,004.24
	x16= \$944,067.84

Motor Vehicle Order Quote

Vehicle Configuration



310mi

135mph

4.8sec

Range (EPA
est.)

Top Speed

0-60 mph

Description	Price (USD)
Model Y	\$43,990.00
Long Range All-Wheel Drive	\$5,000.00
Pearl White Multi-Coat	\$1,000.00
19" Gemini Wheels	Included
All Black Premium Interior	Included
Seven Seat Interior	\$3,000.00
Autopilot	Included
CA Tire Fee	\$7.00
Destination and Documentation Fee	\$1,390.00
Order Fee	\$250.00
Estimated Registration/License Fee	\$648.00
Filing Fee	\$33.00
Estimated Taxes 8.75%	\$4,780.13
Estimated Total with Taxes and Fees:	\$60,098.13
	x2 = \$120,196.26

WALL CONNECTOR LICENSE AGREEMENT

This License Agreement (this “License”) is effective as of the date it is fully executed (the “Effective Date”) by and between Licensor (as defined below) (“Licensor”) and Tesla, Inc., a Delaware corporation (“Licensee”). Licensor and Licensee are each referred to herein as a “Party” and collectively as the “Parties.” Clause references are to clauses in the Key Terms, and section references are to sections in the General Terms and Conditions (Exhibit B). Exhibit A and Exhibit B are incorporated by reference in this License. In the event of a conflict between the Key Terms and Exhibit B, the Key Terms shall prevail.

Key Terms

- (a) **Licensor** [REDACTED], a [REDACTED].
- (b) **Property** (Section 1) Commonly known as [REDACTED], located at [REDACTED] (the “Property”).
- (c) **Licensed Area** (Section 1) [REDACTED] parking spaces, **eight (8) feet of** additional parking width to provide disability access and approximately [REDACTED] square feet of space for equipment on the Property, all as depicted on Exhibit A (the “Licensed Area”).
- (d) **Charging Stalls** (Section 1) [REDACTED] charging stalls.
- Parking spaces in the Licensed Area shall be outfitted for charging with AC chargers (“Wall Connectors”) serve as dedicated charging stalls.
- (e) **Due Diligence Period** (Section 2) 365 days following the Effective Date (“Due Diligence Period”).
- (f) **Commencement Date** (Section 4) Within 365 days following the end of the Due Diligence Period.
- (g) **Base Term** (Section 5) Ten years from the last day of the month in which the Commencement Date occurs (the “Base Term”).
- (h) **Renewal Term** (Section 5) Periods of five years (each a “Renewal Term”).
- (i) **Termination Notice** (Section 5) At least nine (9) months (the “Notice Period”).
- (j) **Utilities** Licensor shall supply electricity to the Licensed Area, and Licensee agrees to purchase such services from Licensor pursuant to the terms of this Clause (j). Electricity consumption shall be measured by one or more submeters installed by Licensee, at Licensee’s sole cost. The submeter(s) will deliver electricity consumption data directly to Licensee, and Licensee shall reimburse Licensor for such electricity on a quarterly basis within sixty (60) days following the end of each quarter. The initial rate of reimbursement shall be \$[REDACTED] per kWh, which the Parties agree is a reasonable approximation of the actual cost to be incurred by Licensor for electricity delivered to Licensee. Either Party may request a rate adjustment during the Term based on documentation of electricity cost, and the Parties shall work in good faith to agree on rate adjustments to align with actual

costs incurred. Rate changes must be mutually agreed in writing, and shall take effect on a forward-looking basis at the start of the following quarter. In no event shall Licensee be responsible for any demand charges or administrative fees. Licensor shall not be responsible for any damages suffered by Licensee in connection with the quality, quantity or interruption of electrical service, unless the cause of the disruption or damage was Licensor's gross negligence or intentional misconduct or failure to timely pay utility bills. In no event shall the terms of this Clause (j) be construed to imply that Licensor is acting as a utility company.

- (k) **Special Terms and Conditions** [None.]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this License as of the date signed below.

LICENSOR:

[Redacted]
a [Redacted]

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:

[Redacted]

Phone number for urgent issues:

[Redacted]

LICENSEE:

Tesla, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:

superchargerhost@tesla.com

Phone number for urgent issues:

725-223-2400

EXHIBIT A
Licensed Area

[Insert a figure indicating the Licensed Area. Include road names or other landmarks to identify the location of the Licensed Area within the Property, using a second figure if necessary.]

Exhibit B
General Terms and Conditions

1. **Licensed Area.** Licensor hereby grants to Licensee the right to use the Licensed Area pursuant to Section 6, to install, operate and maintain a Charging Station (defined below), together with the right of ingress and egress to the Licensed Area. This License shall not create any leasehold interest in the Property.

The "Charging Station" shall consist of: (a) Wall Connectors, together with any charging adapters, mounting posts, charging signs, connectivity hardware and installation related accessories to provide charging to the charging stalls described in Clause (d) (collectively, the "Trade Fixtures"); and (b) necessary utility infrastructure, which may include, without limitation, conduit, wiring, junction boxes, disconnects, switchgear, metering equipment, sub-panels and/or a step-down transformer (collectively, the "Infrastructure").

2. **Due Diligence Period.** Licensee shall have the option to terminate this License within the Due Diligence Period in the event that: (a) Licensee is unable to obtain all permits and approvals required by applicable governing bodies; or (b) Licensee, in its reasonable business judgment, determines that it would incur substantial unanticipated costs to complete Licensee's Work (defined in Section 3) or that there is insufficient demand for charging to justify building the Charging Station. In the event that Licensee terminates the License pursuant to this Section 2, Licensee shall deliver written notice of termination to Licensor and this License shall be of no further force or effect.
3. **Alterations.** Licensee shall, at its' sole cost, install electrical and connectivity infrastructure on the Property and make alterations to the Licensed Area to install the Charging Station (collectively, "Licensee's Work"). Licensee's Work shall only occur after: (a) Licensor has approved the plans and specifications in writing; and (b) Licensee has obtained all permits and approvals required by applicable governing bodies. Once Licensee's Work begins, it shall proceed with diligence and continuity until complete. Licensee may upgrade or replace its Trade Fixtures in its sole discretion during the Term, provided that any other alterations to the Charging Station shall be approved in advance by Licensor. Licensor's approval of the plans and specifications shall not be unreasonably withheld, conditioned or delayed. Licensee shall promptly repair any damage to the Property caused by Licensee, its agents, contractors and employees (collectively, "Licensee Parties") while performing Licensee's Work.
4. **Commencement Date.** The Charging Station shall be operational (the "Commencement Date") within the time period specified in Clause (f) of the Key Terms, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Licensee's control. Licensee shall deliver written notice to Licensor promptly following the Commencement Date to confirm such date as the start of the Base Term for recordkeeping purposes.
5. **Term and Termination.** The term of this License shall begin on the Commencement Date and shall expire at the end of the Base Term. Upon expiration of the Base Term, this License shall automatically renew for successive Renewal Terms (Renewal Term(s) together with the Base Term, the "Term"), subject to termination pursuant to this Section 5. Either Party, in its sole discretion and without cause, may terminate this License during any Renewal Term by delivering advance written notice of termination to the other Party specifying a termination date that follows the Notice Period and occurs during a Renewal Term.
6. **Use.** Licensee may use and occupy the Licensed Area during the Term to install, operate and maintain the Charging Station (the "Permitted Use"). Licensee is authorized to operate and collect payment for use of the Charging Station year round, twenty-four (24) hours per day and seven (7) days per week.

7. **Removal.** On or before the final day of the Term, Licensee shall, at its' sole cost, remove the Trade Fixtures, leave the Infrastructure in a safe condition, and restore the Licensed Area to the condition that existed as of the first day of the Term, subject to exceptions for reasonable wear and tear. Licensor agrees that the Trade Fixtures are and shall remain the property of Licensee, and the Infrastructure shall become the property of Licensor upon termination of this License (except that Infrastructure upstream of the meter is and shall remain the property of the utility).
8. **Maintenance.** Licensee shall be responsible for maintaining the Charging Station at its' sole cost (including repair and replacement of equipment, as necessary). Notwithstanding the foregoing, Licensor's normal responsibility to maintain the common areas of the Property shall also apply to the Licensed Area, such as for trash removal, snow removal, repaving and restriping, and Licensor agrees to coordinate with Licensee on maintenance that will prevent the use of the Charging Station. If Licensee determines that the Licensed Area needs additional trash cans, or if Licensor requests additional trash cans, Licensee shall provide such trash cans to Licensor at Licensee's sole cost.
9. **Licensor Covenants.** Licensor represents that: (a) it owns or leases the Property and has the power and authority to enter into this License; (b) it has obtained any required consents to enter into this License; (c) the Property is not subject to any conditions, restrictions or covenants incompatible with the Permitted Use; (d) this License does not violate any agreement, lease or other commitment by which Licensor is bound; (e) it will not lease, license or commit the parking spaces within the Licensed Area to any third party during the Term; and (f) it will not perform or allow excavation in the Licensed Area during the Term without Licensee's advance written consent, other than superficial repaving.
10. **Default.** It shall be an "Event of Default" under this License if either Party fails to perform or observe any material term or condition of this License and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
11. **Remedies.** The Parties acknowledge and agree that, if an Event of Default by the other Party has occurred and is continuing, the non-defaulting Party may: (a) terminate this License upon thirty (30) days advance written notice; or (b) exercise any other remedy available at law or in equity.
12. **Exclusions.** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for speculative, indirect, consequential or punitive damages, including, without limitation, any lost sales or profits.
13. **Indemnification.** Except to the extent a claim arises from any negligence or willful misconduct of an Indemnified Party, or any breach or alleged breach of Section 23 by Licensor, Licensee hereby agrees to indemnify, hold harmless and defend Licensor, its directors, officers, managers, members, employees, agents and representatives (each an "Indemnified Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Licensee's breach of this License; or (ii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.
14. **Insurance.** Through the duration of this License, Licensee shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand US Dollars (\$2,500,000 USD) per occurrence and Four Million US Dollars (\$4,000,000 USD) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Licensor upon the execution of this License and upon reasonable request by Licensor.

Licensee shall include Licensor as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability for services provided under this License. Licensee will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived by Licensee if Licensee is a qualified self-insured in the state where the Licensed Area is located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Licensee's use of self-insurance for the required coverages shall be subject to Licensor's approval, not to be unreasonably withheld, conditioned or delayed.

15. **Environmental Matters.** Licensor represents and warrants that, to the best of its knowledge, the Licensed Area shall be delivered free of contamination that violates any applicable environmental law. Notwithstanding any provision in this License to the contrary, Licensor agrees that it will indemnify and hold Licensee harmless from all costs from, and Licensee shall have no liability for, any contamination of the Property, unless caused by Licensee Parties. Licensor is responsible for remediating to the extent required by applicable environmental law any contamination not caused by Licensee Parties, including any contamination encountered by Licensee Parties during construction.
16. **Confidentiality.** The Parties agree that the terms of this License and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this License are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter. Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 16, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients, (ii) as permitted in Section 19, and (iii) as required by law. "Affiliate" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.
17. **Publicity.** Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.
18. **Notices.** All notices, demands and approvals shall be in writing and shall be delivered to the electronic mail addresses provided on the signature page, and shall be deemed given on proof of transmission. Either Party may change their respective address for notices by giving written notice of such new address in accordance with this Section 18.
19. **Incentives.** Licensor agrees that Licensee shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Charging Station, including, without limitation, from electricity delivered through, stored at or generated by the Charging Station. Licensor will cooperate with Licensee in obtaining all Incentives, provided that Licensor is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Licensee. If any Incentives are paid directly to Licensor, Licensor agrees to immediately pay such amounts over to Licensee. "Incentives" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c)

performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority. Licensor agrees that Licensee may disclose a redacted copy of this License if necessary to obtain Incentives.

20. **Governing Law.** This License shall be construed and enforced in accordance with the laws of the state in which the Licensed Area is located.
21. **Entire Agreement.** Each Party acknowledges and agrees that it has read and understood this License, and that it represents the entire agreement and understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements, communications, or understandings, whether oral or written, with respect to the subject matter herein.
22. **Assignment.** Licensee shall not assign this License nor sublicense the Premises without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Licensee's ability to transfer this Agreement to a Licensee Affiliate.
23. **Miscellaneous.** This License may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals. If any provision of this License is invalid or unenforceable, the remainder of this License shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any outstanding payment obligations and the terms of Section 16 shall survive termination of this License. This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Unless this License is terminated as expressly provided herein, this License shall survive any sale or transfer of Licensor's interest in the Property or Licensed Area. Each Party shall comply with all applicable codes, laws and ordinances in fulfilling its respective obligations under this License. Licensee shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Licensee at the Licensed Area. This License is subject and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided that Licensee's rights under this License shall not be disturbed by such subordination so long as no Event of Default by Licensee exists beyond all notice and cure periods. LICENSOR AND LICENSEE EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LICENSE.



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Resolution No. 2024-01 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2024-25 Community Development Block Grant Program Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, receive public comment, and consider adopting Resolution No. 2024-01 authorizing the City Manager to submit an application for the Community Development Block Grant program Entitlement Funds for Fiscal Year 2024-25 in the amount of \$267,405 for the Home Enhancement Program.

BACKGROUND:

The County of Riverside and City of Coachella executed a Cooperation Agreement, for a term commencing July 1, 2024 through June 30, 2027 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant for fiscal years 2024-25, 2025-26, and 2026-27, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

Through this agreement, the City agreed to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$267,405, CDBG Entitlement Funds for the City of Coachella Home Enhancement Program. The program will help rehabilitate and extend the life of existing single-family homes, correct health and safety hazards in deteriorated and blighted housing units, and improve the quality of life for Coachella’s most impoverished homeowners. This allocation reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development (HUD). The City can use its allocation for any eligible CDBG-activity, including, but not limited to, housing rehabilitation, code enforcement, and infrastructure improvement needs, as long as the primary beneficiaries are low-to-moderate income households. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing. For fiscal year 2024-2025, the City of Coachella’s allocation is approximately \$267,405 for CDBG-related activities.

DISCUSSION/ANALYSIS:

Through the 2024-2025 CDBG General Allocation, City Staff is proposing the submittal of a grant application for up to \$267,405 to implement a Home Enhancement Program (HEP). Under the proposed Program, qualified homeowners can receive grants of up to \$50,000 should they meet the requirements set forth in the City of Coachella Home Enhancement Grant Program Guidelines (Program Guidelines), which include but are not limited to the following: (i) the applicant/homeowner must be low-income, (ii) the subject residential dwelling must be owner-occupied, (iii) the subject dwelling must be located within the boundaries of the City of Coachella and Qualified Census Tracts, (iv) the subject residential dwelling must be a single-family home, duplex, manufactured home, mobile home, or condominium, and (v) the applicant/homeowner's total household income shall be at or below fifty (50%) percent of the area median income, adjusted for household size.

The \$50,000 maximum grant amount will allow for the completion of most repairs requested by applicants, including roof replacement on smaller residential dwellings. The eligible repairs are limited to those necessary for the health and safety of the occupants and other items necessary to bring the property into code compliance. Ineligible repairs are those not related to health and safety that involve routine maintenance, cosmetic repairs, or luxury improvements. Based on the maximum allowable grant amount of up to \$50,000, a minimum of approximately six (6) residential structures will be rehabilitated with grants from the Program. However, the number of rehabilitated homes may increase depending on the individual grant amounts which will likely vary as they will be based on project specifications and needs. Construction of the eligible repairs will be performed by qualified, licensed construction contractors solicited through a competitive bid process. Bids will be awarded to the most responsive and responsible bidder. Program grants will be evidenced by forgivable loan promissory notes (the notes convert to grants upon expiration of affordability period, which is five (5) years) and secured by deeds of trust and affordability covenants.

Eligible Repairs

In order to ensure that the goals of the HEP are met, the following list of specific priorities has been established to serve as a guide for the personnel assigned to the program. It should be noted that the items listed are not meant to exclude other improvements:

- 1) Health and Safety Issues/Systems
- 2) Exterior Improvements
- 3) Energy Efficiency Measures (i.e. doors, windows, weatherization, etc.)
- 4) Address repairs needed for residential homes that are “deteriorated/deteriorating”

Note: Certain improvements are subject to specific requirements and limitations.

Exterior Repairs:

- Minor Roof Repair / Roof Replacement (if necessary)
- Replacement of broken or missing windows and doors (energy efficiency)
- Repair or replace damaged and falling fencing (equivalent to existing fencing material)
- Exterior paint and other improvements
- Exterior Paint walls and trim
- Repair or replace flashing and guttering
- Repair or replace porches and steps
- Repair exterior foundation walls
- Removal of aging, dangerous trees and/or hedges (to be considered for this service, the homeowner will be required to install a water-smart landscape, gardening, and/or vegetation upon project completion).

Environmental Compliance

Pursuant to the California Environmental Quality Act (CEQA), the City of Coachella Home Enhancement Grant Program was reviewed and determined to be categorically exempt under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities and State CEQA Guidelines Section 15061(b)(3), General Rule or “Common Sense” Exemption. The project relates to the establishment of a program and fund to pay administration fees and rehabilitation costs relating to existing residential dwellings such as traditional single-family housing, duplexes, manufactured homes, mobile homes, or condominiums (Project). The proposed Project is exempt under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities since it includes the minor rehabilitation of existing residential structures, and not expansion of an existing use will occur. In addition, the Project is also exempt under the common sense exemption of State CEQA Guidelines section 15061(b)(3) in that it can be seen with certainty there is no possibility that the City of Coachella Home Enhancement Grant Program may have a significant effect on the environment, as the payment of costs, fees and expenses necessary to rehabilitate pursuant to the program will have mostly financial effects and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by the City of Coachella staff with the County Clerk within five days of the approval of the City of Coachella Home Enhancement Grant Program.

Additionally, the proposed activity is considered eligible for CDBG funding because it meets one or more of the following CDBG national objectives:

- Provide a benefit to low and moderate income persons;
- Prevent or eliminate slums and blight; or
- Meet other urgent community development needs due to natural disasters or other emergencies.

ALTERNATIVES:

1. Adopt Resolution No. 2024-01 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2024-25 Community Development Block Grant Program Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program

2. Provide alternative direction

FISCAL IMPACT:

Program Budget \$267,405

Once the application is approved, the County will send a Supplemental Agreement for signature. After that, the County will operate the program and disburse \$267,405 in CDBG entitlement funds to eligible households who apply for the City of Coachella Home Enhancement Program. This program will not impact the General Fund as this program will be fully funded through the CDBG grant program.

ATTACHMENT:

Resolution No. 2024-01

RESOLUTION NO. 2024-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE
A 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ENTITLEMENT FUNDING APPLICATION TO THE COUNTY OF RIVERSIDE IN
THE AMOUNT OF \$267,405 FOR THE CITY OF COACHELLA HOME
ENHANCEMENT PROGRAM**

WHEREAS, the County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2021, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and,

WHEREAS, the purpose of the CDBG grant application being submitted to the County of Riverside by the City of Coachella is to authorize the use of CDBG entitlement funds for fiscal year 2024-2025 in the estimated amount of \$267,405 which reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing; and,

WHEREAS, the City Council has published information regarding eligible activities under the Act and has conducted a duly noticed public hearing on February 14, at 6:00 p.m. at 1500 Sixth Street, Coachella, California 92236 and via Zoom video live conferencing; and,

WHEREAS, the notice of public hearing was posted and advertised pursuant to applicable federal, state, and local laws; and,

WHEREAS, both oral and written testimony was presented to the City Council at the public hearing.

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. Conduct a Public Hearing and Adopt Resolution No. 2024-01 Authorizing the City Manager to Submit and Execute a 2024-2025 Community Development Block Grant (CDBG) Entitlement Funding Application to the County of Riverside in the Amount of \$267,405 for the City of Coachella Home Enhancement Program.

Section 3. The City of Coachella intends to use its fiscal year 2024-2025 CDBG allocation for CDBG-eligible activities where the primary beneficiaries are low-to-moderate income households and activities prevent or eliminate slums and blight.

Section 4. That the City Manager is authorized to submit and execute the contractual and related documents to be prepared by the City of Coachella that are required for the implementation of projects set forth herein.

PASSED, APPROVED and ADOPTED this 14th day of February, 2024.

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. 2024-01 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of February, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Ordinance No. 1209 “Sidewalk Vendor Regulations” and Resolution No. 2024-02 “Sidewalk Vendor Application Fee” – proposed amendments to Sections 5.04.380, 8.040.010, and 12.04.030 of the Coachella Municipal Code and adding Chapter 12.50 to the Coachella Municipal Code Amendments regarding sidewalk vending regulations in compliance with Senate Bill 946. City-Initiated

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1209 recommending that the City Council approve amendments to the Coachella Municipal Code (C.M.C.) Sections 5.04.380, 8.040.010, and 12.04.030 and adding Chapter 12.50 related to establishment of sidewalk vendor regulations. Additionally, staff recommends that the City Council adopt Resolution No. 2024-02 establishing an application fee for sidewalk vendor permits.

BACKGROUND:

In 2018, the California Legislature passed Senate Bill 946 (SB 946) which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946. SB 946 applies to both charter and general law cities. SB 946 prohibits local governments from imposing criminal penalties for sidewalk vending, except SB 946 did not affect the applicability of the California Retail Code, commencing at Health and Safety Code section 113700. SB 946 authorizes the implementation of time, place, and manner regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. Staff worked with the City Attorney’s office to develop a draft ordinance to amend the Coachella Municipal Code (C.M.C).

SB 946, in effect January 1, 2023, created a new category for “compact mobile food operation,” as a mobile food facility that operates from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other nonmotorized conveyance and permits a range of food preparation activity including heating, frying, baking, roasting, shaving of ice, blending, steaming of hot dogs or assembly of non-prepackaged food.

On October 14, 2020, the City Council considered Ordinance No. 1154 and continued the item to a date uncertain with the understanding that a study session would be held after 2022 elections in

order to develop a more holistic approach to sidewalk vending and information on what surrounding cities are approaching the topic <https://coachellaca.new.swagit.com/videos/10142020-1037>. The City Council held a study session on March 8, 2023 regarding sidewalk vendor regulations and provided the following recommendations on the draft ordinance:

- Prioritize safety, ADA issues, City permit issuance, and need for food handler certificate for vendors that sell food.
- Remove need for livescan background check by Police
- Remove need for commercial liability policy
- Remove need for a CA Seller's permit
- Require a Food handler permit in-lieu of a requirement for a County Health Permit
- Reevaluate draft restriction for a location of a vendor 30 ft distance from street and highway intersections and propose other alternatives.

A community forum was held on September 26, 2023 which consisted of a mix of advocates for sidewalk vendors and brick and mortar businesses concerned with the impact of sidewalk vendors on their businesses. A second City Council study session was held on October 25, 2023 and the Council directed that the item be reviewed and considered by the Planning Commission. The Planning Commission held a Study Session on the draft Sidewalk Vendor Ordinance on November 15, 2023, heard testimony from the public and provided feedback to staff. The Planning Commissioners individually or collectively discussed:

- Ensure that general liability insurance be included as a requirement for a side sidewalk vendor permit similar to the City's regulations for ice cream vendors.
- A lower permit fee for sidewalk vendors that are residents of the City of Coachella and a fee for vendor from outside the City of Coachella as high as \$2,500.
- Identify ways to limit renewals of sidewalk vendor permits with the expectation that sidewalk vendors can transition their businesses brick and mortar facilities.
- Reduce sidewalk vendor ordinance violation warnings to one (1) warning before fines are administered.
- The City establish a pathway for sidewalk vendors to a brick and mortar facility.

On January 17, 2024 the Planning Commission considered the ordinance at a public hearing and recommended that the City Council adopt the ordinance with modifications, which include:

- Application fee reflect annual cost of doing business.
- Reduce number of warnings to one warning,
- Address concerns that relate to operating generators in City right of way.

DISCUSSION/ANALYSIS:

By definition in the statutes, a Sidewalk Vendor means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. SB 946 also takes into consideration a Roaming Sidewalk Vendor which means a sidewalk vendor who moves

from place to place and stops only to complete a transaction. Both sidewalk vendors and roaming sidewalk vendors are currently not permitted businesses in the C.M.C. as the sale of food and merchandise in commercial, mixed-use and industrial zones are limited primarily to improved private properties with enclosed buildings with restroom facilities, parking and related landscaping, with the exception of ice cream truck businesses. The sale of food and merchandise in residential zones is subject to the following:

- **Home Occupations**: Home Occupations ordinance C.M.C. [Chapter 17.58](#) that limits all operations to within the dwelling, does not permit display of merchandise or advertising sign and prohibits commercial vehicles for delivery of materials to and from residence.
- **Cottage Food Operations**: The sale of food at a residence is further regulated by the City's Cottage Food Operation Ordinance of C.M.C. [Chapter 17.89](#) that requires allows for sale of home-kitchen prepared food on an [approved cottage food list](#) by the California Department of Public Health directly to the public or indirectly through restaurants and food markets that meet requirements of the California Health and Safety Code. Requirements include:
 - The business must have a Cottage Food Permit from the County and City.
 - City business license.
 - The business applicant must be resident at the home.
 - 600-foot distance from another cottage food operation unless an exception is granted at a public hearing to allow a separation distance of 200 feet from another cottage food operation.
 - Advertising signs not permitted.
- **Microenterprise Home Kitchen Operations**: AB 626, effective January 1, 2019. allows Microenterprise Home Kitchen Operations (MHKO) where home cooks can apply for a permit to sell food made in their home kitchen directly to the public with no more than 30 meals per day or 60 meals per week. The City has not adopted a local ordinance for MHKOs. Requirements include:
 - A [MHKO permit](#) issued by the Riverside County Health Department
 - Food Safety Manager Certification by the operation owner
 - Riverside County Food Handler Certification for all others involved with the MHKO.
 - Advertising signs not permitted.
- **Ice Cream Truck Businesses**: Ice cream truck businesses are permitted in [C.M.C. Chapter 5.34](#) that allow sales from a motor vehicle upon a city street to the public of prepackaged ice cream bars, popsicles, paletas, and similar frozen items subject to the following requirements:
 - Obtain a City of Coachella Ice Cream Truck Operator's Permit, County of Riverside health inspection sticker, Valid California Driver's license, Insurance policy, Background check
 - 300-foot distance of vending from schools or churches during school and church operating hours (and 30 minutes before and after operating hours)
 - Prohibited vending in parking lot of a park, playground or recreational facility.
 - Hours of Operation: 9 a.m.- 8 p.m. November 1-March 31, 9 a.m. – 9 p.m. April 1-October 31.
 - Trash receptacle required

Senate Bill 946 prohibits cities from prohibiting businesses to sell merchandise and food in the public realm in both sidewalks and parks, but allow cities to regulate these businesses with regulations that are directly related to objective health, safety, or welfare concerns. Only ice cream truck operators have been permitted by the City to operate in all Zoning districts in the public right of way according to City regulations adopted in 2011. The City drafted an ordinance based on of time, place, and manner regulations that are directly related to objective health, safety, or welfare concerns. The following table identifies what the City can and cannot regulate.

Table 1: Sidewalk Vendor Ordinance Parameters under California State Law

City Cannot Regulate	City Can Regulate
<ul style="list-style-type: none"> • Prohibiting all sidewalk vending • Imposing a requirement due to economic competition concerns • Requiring a sidewalk vendor to obtain approval from a nongovernmental entity 	<ul style="list-style-type: none"> • Hours of operation • Reasonable sanitation requirements • Compliance with Americans with Disabilities Act • Requiring a sidewalk vending permit and a business license • Requiring a California Dept of Tax and Fee Administration's seller's permit • Requiring additional licenses from state or local agencies such as County Health Permits <ul style="list-style-type: none"> • Requiring submission of information on vendor's proposed operations

City of Coachella Draft Sidewalk Vendor Ordinance

The attached Ordinance includes “permit requirements” that are consistent with SB 946, as they are reasonable, related to objective health, safety, and welfare concerns, and are based upon compliance with other generally applicable laws including the Americans with Disabilities Act and the City of Coachella’s (“City”) general encroachment permit requirements for work and/or activities in the public right of way. The standards imposed on stationary sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act and maintain minimum safe access along public sidewalks.

In the 2020 draft Ordinance, staff proposed a cap at fifty (50) vendors and that it was related objectively to health, safety, and welfare concerns as having many sidewalk vendors has impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection. Specifically, placing a cap of fifty (50) sidewalk vendors was intended to help ensure that driveways and street intersections throughout the City are kept clear and unobstructed. Staff no longer recommends that a cap be established for vendors in the ordinance.

Sidewalk Vendor Permit Requirement

The 2020 draft Ordinance required that Sidewalk Vendors obtain a Sidewalk Vendor Permit and would require a business license, California seller’s permit, Driver’s License or Tax ID Number

or Municipal ID number, County Health Department permit, General Liability Policy of \$1,000,000, operations site plan, and livescan background check. The current ordinance would remove the livescan background requirement.

Permitted Locations for stationary vendors

While the proposed Ordinance prohibits all stationary vendors from vending in residential zones, roaming vendors would be allowed to vend anywhere in the City along a public right-of-way (that has a sidewalk), as long as they comply with the requirements of the proposed Ordinance. The stationary vendor would need to operate on an improved area and would not be able to operate in the public right of way on dirt lots without improved parking that would potentially create an unsafe condition for pedestrians and vehicle traffic. Staff recommends the following for permitted locations of stationary sidewalk vendors:

- Permitted in non-residential zones and mixed-use zones.
- Maintain 36 inches of accessible path of travel.
- Building entrances and private driveways/parking may not be blocked at a distance of a minimum of 25 feet.
- Not permitted within 10 feet of a fire hydrant, fire escape, bus stop, loading zone, or handicapped parking space.
- 40 feet away from street and highway intersections to avoid conflicts with pedestrians crossing at intersections.
- Not within 150 feet of farmer's market, swapmeet or temporary event permit.
- Public or street parking or private parking must be within 500 feet of the vending area.
- 300-foot distance from schools when in session and 30 minutes before and after schools are in session. This distance requirement would be similar to the ice cream truck operator requirement.
- 200-foot distance from freeway onramps.
- City Park regulations include:
 - Stationary and roaming sidewalk vendors must be at least 50 feet away from another sidewalk vendor.
 - prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise or in an area occupied by a Certified Farmer's Market.

Standards for maintaining access to building entrances, and not blocking driveways, fire hydrants, parking areas and building storefront windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote fire suppression and law enforcement practices that allow the City's safety personnel to observe activities within buildings and maintain access.

Staff has summarized other notable Sidewalk Vending requirements in the draft Ordinance in Table 2 below.

Table 2: Other Sidewalk Vendor Draft Ordinance Requirements

Stationary Sidewalk Vendors	Roaming Sidewalk Vendors
<ul style="list-style-type: none"> • Conducted between 5:00 a.m. and 11:00 p.m. everyday • Maintain vending area in clean, orderly and sanitary condition • No tables, chairs, fences shade structures permitted with vending activities • Exterior storage prohibited • No discharge of liquid into City streets, storm drains, catch basins, or sewer facilities. 	<ul style="list-style-type: none"> • Sidewalk vending hours for residential zones shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. • Sidewalk vending hours for non-residential zones shall be conducted between the hours of 5:00 a.m. and 11:30 p.m. of every day • The sidewalk vendor does not conduct sales from a public street.

The proposed Ordinance clarifies the City’s own authority to enforce its Environmental Health Code. Absence of sidewalk vending regulations in the City’s Municipal Code would continue the status quo, which currently prevents the City from enforcing any regulation or impose a licensing requirement on the vendor.

Sidewalk Vendor Permit Fee

A resolution to establish a sidewalk vendor fee has been prepared. Staff has assessed the expenses associated with processing a sidewalk vendor fee and the fully burdened costs are calculated to be \$303.24 for the sidewalk vendor permit and \$166.12 for annual permit renewals. Staff recommends that the fee be reduced to \$125 for a sidewalk vendor permit and \$100 for permit renewals for Coachella Valley residents. Staff recommends that the sidewalk vendor permit for vendors from outside the Coachella Valley be \$300 and permit renewals at \$165. All business operating in the City of Coachella are also required to obtain a \$164 City of Coachella Business Registration Certificate. The Planning Commission recommended the fee structure as recommended by staff and that the fee increase annually with the consumer price index.

Other Sidewalk Vendor Approaches

Brick and mortar restaurant business owners in the City of Coachella have expressed concern to City officials and staff about an unfair competitive advantage that Sidewalk Vendors would have with respect to lower overhead for facility costs (rents, building construction, taxes, maintenance), permitting, regulation compliance, worker’s compensation, and location restrictions. Though the City of Coachella is limited in its ability under State Law to limit Sidewalk Vendors to only time, place, and manner regulations that are directly related to objective health, safety, or welfare concerns, the City is working diligently in developing more small business development opportunities to create a pipeline for street vendors who are interested in scaling their business and growing into brick and mortar facilities. The City recently applied for the Community Resilience Center (CRC) State grant to obtain \$10 million to rehabilitate the recently acquired 17,800 sq. ft. “Hidden Harvest” building into a resilience center and small business incubator that would include business development services by the Talent Foundry, a state-of-the-art commercial kitchen, coworking space, and potential building space to incubate their business. The City will be informed if the grant is awarded by April of 2024. The City also received notice of an award of

\$22 million for the Strategic Growth Council (SGC) Transformative Climate Communities (TCC) Program that could be used to further enhance a pathway for sidewalk vendors into brick and mortar facilities.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1209 recommending that the City Council approve amendments to the Coachella Municipal Code (C.M.C.) Sections 5.04.380, 8.040.010, and 12.04.030 and adding Chapter 12.50 related to establishment of sidewalk vendor regulations; and Adopt Resolution No. 2024-02 establishing a sidewalk vendor application fee.
- 2) Adopt Ordinance No. 1209 recommending that the City Council approve amendments to the Coachella Municipal Code (C.M.C.) Sections 5.04.380, 8.040.010, and 12.04.030 and adding Chapter 12.50 related to establishment of sidewalk vendor regulations **with amendments**; and Adopt Resolution No. 2024-02 establishing a sidewalk vendor application fee.
- 3) Recommend denial of the proposed amendments and application fee.
- 4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachments:

1. Ordinance No. 1209 Sidewalk Vendor Ordinance
2. Resolution No. 2024-02 Sidewalk Vendor Application Fee
Exhibit A – Sidewalk Vendor Fee Analysis
3. Comparison of Coachella Valley City Sidewalk Vendor Ordinances
4. Draft Sidewalk Vendor Ordinance with redlines
5. Senate Bill 946 - Sidewalk Vendors
6. Senate Bill 972 – California Retail Code
7. Inland Coalition for Immigrant Justice letter
8. City of Coachella Zoning Map
9. Map of Potential Sidewalk Vendor Locations

ORDINANCE NO. 1209

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING SECTIONS 5.04.380, 8.04.010, AND 12.04.030 OF THE COACHELLA MUNICIPAL CODE AND ADDING CHAPTER 12.50 TO THE COACHELLA MUNICIPAL CODE, IMPOSING REGULATIONS ON SIDEWALK VENDING IN COMPLIANCE WITH SENATE BILL 946 AND AMENDING THE ENFORCEMENT AUTHORITY REGARDING THE CITY'S ENVIRONMENTAL HEALTH CODE

WHEREAS, the City of Coachella, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including sidewalk vending, as long as these are consistent with Senate Bill 946 (SB 946); and

WHEREAS, in 2018, the California Legislature passed SB 946 which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, SB 946 applies to both charter and general law cities; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the permit requirements proposed are consistent with SB 946, as they are reasonable, related to objective health, safety, and welfare concerns, and are based upon compliance with other generally applicable laws including the Americans with Disabilities Act, and the City's general encroachment permit requirements for work and/or activities in the public right of way; and

WHEREAS, the standards imposed on stationary sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act and maintain minimum safe access along public sidewalks; and

WHEREAS, SB 946 explicitly stated that the legislation did not affect the applicability of Part 7 (commencing with Section 113700 of Division 104 of the Health and Safety Code, otherwise known as the California Retail Food Code, to a sidewalk vendor who sells food; and

WHEREAS, standards for maintaining access to building entrances, and not blocking driveways, fire hydrants, parking areas and building storefront windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote fire suppression and law enforcement practices that allow the City's safety personnel to observe activities within buildings, maintain access, and protect the public

during emergencies; and

WHEREAS, the City Council finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety, and welfare and to provide for the orderly administration and maintenance of the public access ways for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

WHEREAS, the City Council finds that public and private persons who maintain and/or install encroachments in the public way bear a responsibility to help preserve the public way and to contribute to the administrative and liability costs incurred by the community and caused by such encroachments; and

WHEREAS, the City Council finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection; and

WHEREAS, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures, including requiring background checks, to protect the health, safety, and welfare of the community; and

WHEREAS, SB 946 continues to authorize cities to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by a city; and

WHEREAS, fraud or misrepresentation in the course of vending constitutes an objective harm to the health, safety, and welfare of the City's residents; and

WHEREAS, fraud or misrepresentation in the application for the permit constitutes an objective harm to health, safety, and welfare of the City's residents; and

WHEREAS, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes an objective harm to the health, safety, and welfare of the City's residents; and

WHEREAS, the City Council finds that the changes to Section 8.04.010 of the Coachella Municipal Code are necessary to make clear the City's authority to enforce its Environmental Health Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. Subsection P of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strike through~~, new text is underlined):

“P. Itinerant Merchant. An itinerant merchant under this chapter shall be deemed to mean and include any person or persons, firm or corporation, either principle or agent, employer or employee who engages in a temporary business in the city by selling or offering for sale goods, wares, merchandise, or things or articles of value for a period of not more than one hundred ninety (190) days in any calendar year, and who, for the purpose of carrying on such business, hires, leases or occupies any room, building, structure or stand on any real property or on or adjoining any street or public place in the city. The person, firm or corporation so engaged shall not be relieved from the provisions of this subsection by reason of associating temporarily any local dealer, trader, merchant or auctioneer, or by reason of conducting such temporary business in connection with or as part of any local business, or in the name of any local dealer, trader, merchant or auctioneer. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.”

SECTION 3. Subsection Q of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strike through~~, new text is underlined):

“Peddler. "Peddler" shall be defined as any person who sells and makes immediate delivery or offers for sale and immediate delivery any goods, wares, merchandise, service or thing in the possession of the seller, at any place in the city other than at a fixed place of business, but shall not include salesmen or agents for wholesale houses or firms who sell to retail dealers for resale or sell to manufacturers for manufacturing purposes or to bidders for public works or supplies. It shall include the use of a "pushcart," which shall be defined as any wagon, cart or similar wheeled container, not a "vehicle" as defined in the Vehicle Code of the state of California, from which food, beverage, or product is offered for sale to the public. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.

The chief of police shall, based upon the information supplied by the finance department, investigate the backgrounds of all applicants. If such investigation by the chief of police reveals that the applicant has been convicted of a crime involving moral turpitude or any crime of a nature associated with the type of business for which the application is submitted, he or she shall notify the director of finance, who shall deny the license application.”

SECTION 4. Subsection Q of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strike through~~, new text is underlined):

“Solicitor. "Solicitor" shall be defined as any person who engages in the business of going from house to house, place to place, on or along the streets within the city and/or by telephone selling or taking orders for or offering to sell or take orders for goods, wares, or merchandise or other things of value for future delivery, or for services to be performed in the future. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.”

SECTION 5. Subsection B of Section 12.04.030 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~striketrough~~, new text is underlined):

“B. It is also unlawful for any person to make, or cause to be made, any obstruction on, or any encroachment upon any city street, sidewalk, or other public place without first obtaining from the city engineer, a written permit to make such obstruction and making a deposit to cover the inspection and restoring of such city street or other place to its original condition, together with the incidental expenses in connection therewith, all as provided by this chapter. This sub-section applies to stationary sidewalk vendors who have obtained a permit pursuant to Chapter 12.50 of this title.”

SECTION 6. Chapter 12.50 is hereby added to the Coachella Municipal Code to read as follows:

“Chapter 12.50 – SIDEWALK VENDING.

Section 12.50.010 Purpose.

The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community. In light of the City's many public right-of-ways which lack adequate width in paved roadways and lack sidewalk and street lighting improvements, it is intended that all street vending occur in a safe manner to avoid injury to the public.

Section 12.50.020 Definitions.

For purposes of this Chapter, the following definitions apply:

A. “Certified Famers’ Market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. “City” means the City of Coachella.

C. “Park” means a public park owned or maintained by the City.

D. “Roaming sidewalk vendor or vending” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. “Sidewalk vendor or vending” means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path.

F. “Stationary Sidewalk vendor or vending” means a sidewalk vendor who vends from a fixed location.

G. “Swap Meet” means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

H. “Temporary Event Permit” means a special event permit or other planning director authorization for seasonal events, holiday celebrations, outdoor display of merchandise, promotional events, or other non-recurring temporary sales / entertainment activity, pursuant to Title 17 of this code.

Section 12.50.030 Permits Required.

A. All roaming sidewalk vendors shall obtain a business license from the City’s finance director or designee, prior to engaging in any sidewalk vending activities. In addition to the required business license, all stationary sidewalk vendors shall obtain a sidewalk vending permit from the City’s Finance Director or designee prior to engaging in any sidewalk vending activities. The following information shall be required for a sidewalk vending permit:

1. Name, current mailing address, and phone number of the vendor; and,
2. If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal; and,
3. A description of the merchandise/goods to be offered for sale or exchange, and the days/hours of sales; and,
4. A copy of the California seller’s permit with the sales tax number issued by the California Department of Tax and Fee Administration to the vendor; and,
5. A copy of the valid California Driver’s license issued to the vendor; or,

A copy of the individual taxpayer identification number issued to the vendor; or,

A passport or residency card.

- a. Any such identification number(s) or license(s) collected shall not be available to the public for inspection and shall remain confidential and not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.
6. If preparing or selling food, a copy of the County Health Department permit issued to the vendor; and,
 7. If preparing or selling food, a current decal sticker issued by the County Health Department to be posted on any food cart used in vending; and,
 8. A description or site plan map of the proposed location(s) where vending will take place, showing that the sidewalk location maintains a minimum of thirty-six inches (36") of accessible route area, in compliance with the Americans with Disabilities Act; and,
 9. A copy of general liability policy naming the City as additional insured in the amount of \$1,000,000; and,
 10. A certification by the vendor that to his or her knowledge and believe, the information contained in the application is true.
- B. At the time the application or renewal application is filed, the application shall pay the permit processing fee established by separate resolution of the City Council.

Section 12.50.040 Review of Permit Application; Decision.

- A. Upon acceptance of a properly completed and filed sidewalk vendor permit application the City Manager's designee shall conduct a preliminary investigation to determine compliance with this Chapter and shall make such determination within no more than thirty (30) days of acceptance to approve or deny the application. City Manager's designee shall provide the applicant with written notice of his or her decision to the address indicated in the application.
- B. If the application is denied, the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is denied and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form.
- C. If the City Manager's designee approves the applicant's permit, he or she shall endorse his or her approval on the application and shall, upon payment of the prescribed fee, deliver the permit to the applicant.
- D. Exemptions. A sidewalk vending permit shall not be required for the following activities:
1. The sale of agriculture products on the site where the product is grown.

2. Catering for private parties held exclusively on private property and not open to the general public.
3. Events permitted pursuant to a lawfully issued temporary event permit including but not limited to a Certified Farmers' Market, Swap Meet, street fairs, outdoor concerts, promotional event, and outdoor display of merchandise.
4. First Amendment protected vending which includes the following:
 - a. Traditional expressive speech and petitioning activities, such as vending the following items: newspapers, leaflets, pamphlets, bumper stickers, patches, and/or buttons.
 - b. Vending the following items which have been created, written, or composed by the vendor: books, audio, video, or other recordings of their performances, paintings, photographs, prints, sculptures, or any other item that is inherently communicative and is of nominal value or utility apart from its communication.
 - c. Those items that have a common and dominant non-expressive purpose shall not be considered a vending item that has been "created, written, or composed by the vendor," such as, but not limited to, housewares, appliances, articles of clothing, sunglasses, auto parts, oils, incense, perfume, crystals, lotions, candles, jewelry, toys, and stuffed animals. Selling these types of dominant non-expressive merchandise will require a sidewalk vending permit under this Chapter.
 - d. Performers can perform.
 - (i) The word "perform" shall mean to engage in any of the following activities: playing musical instruments, singing, dancing, acting, pantomiming, puppeteering, juggling, reciting, engaging in magic, creating visual art in its entirety, presenting or enacting a play, work of music, work of art, physical or mental feat, or other constitutionally protected entertainment or form of expression.
 - (ii) The word "perform" shall not include the provision of personal services such as massage or hair weaving, cutting, or styling, the completion or other partial creation of visual, the creation of visual art at which is mass produced or produced with limited variation, or the creation of handcrafts.
 - (iii) The word "handcrafts" shall mean objects made either by hand or with the help of devices used to shape or produce the

objects through such methods as weaving, carving, stitching, sewing, lacing, and beading, including objects such as jewelry, pottery, silver work, leather goods, and trinkets that do not communicate a message, idea, or concept to others.

- e. Any sidewalk vendor conducting lawful First Amendment protected vending under subsections (E)(4)(a)-(b), above, shall still be required to comply with any applicable tax and licensing requirements.

E. Term of permit. A sidewalk vending permit issued pursuant to this Chapter shall automatically expire one (1) year from the date issued, unless an earlier expiration date is noted on the permit.

F. Transferability. A sidewalk vending permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated.

Section 12.50.050 Stationary Sidewalk Vending Locations and Standards.

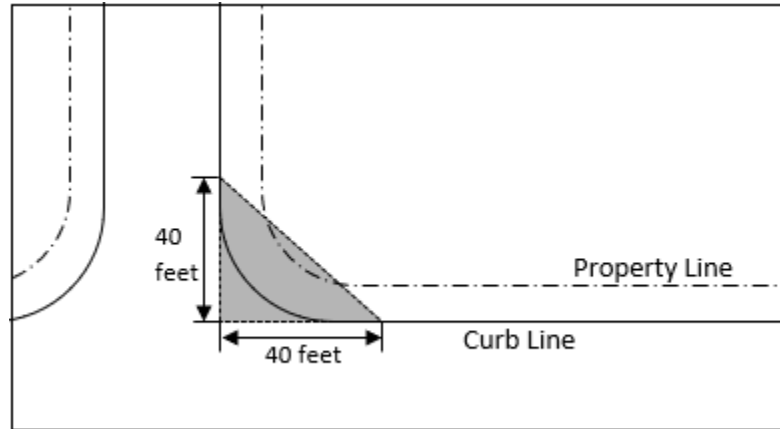
A. Stationary sidewalk vendors shall be prohibited from operating or establishing in any residential zone of the City, including the S-N (Suburban Neighborhood) zone, G-N (General Neighborhood) zone, U-N (Urban Neighborhood) zone, and all residential districts of the SP (Specific Plan) zone.

B. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the following:

1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
2. The sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and,
3. If the sidewalk vendor is selling food, the sidewalk vendor shall display a valid Health Permit issued by the County in a conspicuous location on any food cart; and
4. If the sidewalk vendor is selling food, all employees shall possess a current food handler's card, issued by the County; and
5. Sidewalk vending hours shall be conducted between the hours of 5:00 AM and 11:00 PM every day; and,
6. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and,

7. The sidewalk vendor location be at a minimum distance of twenty-five (25) feet of entrances to buildings, private driveways, fire station driveway, or police station driveway; and,
8. No vending shall occur within ten (10) feet of a fire hydrant, fire escape, bus stop, loading zone, building windows, parking spaces, handicapped access ramp; and,
9. No tables, chairs, fences, shade structures, other site furniture, or any freestanding signs shall be permitted in conjunction with the vendors vending activities; and,
10. The vendor shall not attach or use any water lines, electrical lines, or gas lines during vending operations; and,
11. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and,
12. No vending shall occur within one hundred fifty (150) feet of a Certified Farmers' Market, a Swap Meet, or an event held pursuant to a Temporary Event Permit; and,
13. No vending shall occur within two hundred (200) feet of a freeway onramp or off-ramp.
14. No vending shall occur within three hundred (300) feet of a any school during the hours these schools are in session (and thirty (30) minutes before or after these schools are in session).
15. The sidewalk vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into the City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the sidewalk vendor; and
16. The sidewalk vendor may not operate on any street right-of-way or sidewalk where street parking or public parking is not available within 500 feet of the vending area, or where off-street parking on private property is not available within 500 feet of the vending area; and
17. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of forty (40) feet from the intersection of such lines at the corner of a street or highway.

Figure 1: Corner Cut-off limitations for Sidewalk Vendors



Section 12.50.060 Sidewalk Vending in Parks, Certified Farmer's Markets.

A. Sidewalk vending of food or merchandise by stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise or in an area occupied by a Certified Farmer's Market.

B. Sidewalk vendors may operate in City Parks provided they meet the following:

1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
2. For stationary sidewalk vending, the sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and,
3. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and,
4. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and,
5. If the sidewalk vendor is selling food, the sidewalk vendor shall display a valid Health Permit issued by the County in a conspicuous location on any food cart; and
6. Any sidewalk vendor food cart shall possess a current decal sticker posted on the food cart; and
7. The sidewalk vendor location shall be at a minimum distance of twenty (25) feet from entrances to buildings, driveways, parking spaces, or building windows; and,
8. No vending shall occur within one hundred (150) feet of an event held pursuant to a Temporary Event Permit.

9. The sidewalk vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the sidewalk vendor.
10. All stationary and roaming sidewalk vendors must be at least 50 feet away from another sidewalk vendor, except that groups of five or fewer sidewalk vendors may assemble as one group not occupying more than 2,000 square feet of combined area, for purposes of limiting undue concentration. At no time shall there be more than ten sidewalk vendors at any one City Park without a temporary use permit.
11. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of forty (40) feet from the intersection of such lines at the corner of a street or highway.

Section 12.50.070 Roaming Sidewalk Vending.

- A. Roaming sidewalk vendors shall meet the following:
 1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
 2. Sidewalk vending hours for residential zones shall be conducted between the hours of 7:00 AM and 6:00 PM; and,
 3. Sidewalk vending hours for non-residential zones shall be conducted between the hours of 5:00 AM and 11:00 PM of every day; and,
 4. The sidewalk vendor maintains their temporary vending area in a clean, orderly, and sanitary condition; and
 5. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and
 6. The sidewalk vendor does not conduct sales from a public street.
 7. No vending shall occur within the immediate vicinity of a Certified Farmers' Market, a Swap Meet, or an event held pursuant to a Temporary Event Permit.
 8. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees

with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of forty (40) feet from the intersection of such lines at the corner of a street or highway.

Section 12.50.080 Suspension; Rescission.

A. A sidewalk vendor permit issued under this Chapter may be suspended or rescinded by the City Manager's designee after four or more violations of this Chapter in accordance with Section 12.50.100 of this Chapter, at their discretion, for any of the following causes:

1. Fraud or misrepresentation in the course of vending;
2. Fraud or misrepresentation in the application for the permit;
3. Vending in a manner that creates a public nuisance or constitutes a danger to the public.

B. Notice of the suspension or rescission of a sidewalk vendor permit issued under this Chapter shall be mailed, postage prepaid, to the holder of the sidewalk vendor permit at his or her last known address.

C. No person whose street vending permit has been revoked pursuant to this Chapter shall be issued a street vending permit for a period of two (2) years from the date revocation becomes final.

Section 12.50.090 Appeals to City Manager.

In the event that any applicant or permittee desires to appeal from any order, rescission, or other ruling of the City Manager's designee made under the provisions of this Chapter, such applicant or any other person aggrieved shall have the right to appeal such action or decision to the City Manager within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application. An appeal shall be taken by filing with the Economic Development Director or designee a written appeal statement setting forth the grounds for the appeal, along with the City's appeal fee for administrative reviews. The filing of the appeal shall stay the enforcement of any decision suspending or rescinding the permit. The Economic Development Director shall transmit the written statement to the City Manager within ten (10) days of its filing and payment of the appeal fee, and the City Manager shall set a time and place for a hearing on appeal. A hearing shall be set not later than sixty (60) days from the date of filing of the applicant's written appeal statement with the police department. Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of suspension or rescission at least ten (10) days prior to the date set for the hearing. At the hearing, the permittee and the City shall be entitled to legal representation and may present relevant evidence, testify under oath, and call witnesses who shall testify under oath. The City Manager shall not be bound by the traditional rules of evidence in a hearing, except that hearsay evidence may not be the sole basis for the decision of the City Manager. The City Manager may continue the hearing as deemed necessary. The decision of the City Manager, or his or her designee, on the appeal shall be final and binding on all parties concerned.

Section 12.50.100 Penalties.

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this Chapter. A violation of this Chapter shall be punished by:

1. An administrative fine not exceeding \$100 for a first violation after two written warnings have been issued by the City of Coachella Code Enforcement.
2. An administrative fine not exceeding \$200 for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding \$500 for each additional violation within one (1) year of the first violation.

B. A violation of vending without a sidewalk vending permit, may, in lieu of the penalties set forth in subsection (A), set forth above, be punished by:

1. An administrative fine not exceeding two hundred fifty (\$250) dollars for a first violation after two written warnings have been issued by the City of Coachella Code Enforcement.
2. An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one (1) year of the first violation.

C. If an individual is subject to subsection (B), set forth above, for vending without a sidewalk vending permit, upon the individual providing proof of a valid permit issued by the City, the administrative fines set forth in this Chapter shall be reduced to the administrative fines set forth in subsection (A), respectively.

D. The proceeds of any administrative fines assessed pursuant to this Chapter shall be deposited in the treasury of the City.

E. Failure to pay an administrative fine assessed under this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in this Chapter shall not be assessed.

F. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

G. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may

request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty (20) percent of the administrative fine imposed pursuant to this Chapter.
2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

H. A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under SB 946 had SB 946 been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

I. Nothing contained herein shall be construed to impede the City's or County's ability to enforce County Health Department codes, regulations, and ordinances."

SECTION 7. Section 8.04.010 of the Coachella Municipal Code is hereby amended to read as follows:

"City and County enforcement of state regulations and statutes.

The city council consents and requests that, in addition to the City's own authority to enforce and observe, the county health officer of the county of Riverside, state of California, shall also be authorized to enforce and observe all of the following:

- A. Orders, quarantine regulations, and rules prescribed by the state department and other rules and regulations issued under the provisions of the California Health and Safety Code.
- B. Statutes relating to the public health.

Such services shall continue indefinitely until the city council shall terminate them by adoption of a resolution or ordinances, as provided in Division I, Part II, Chapter I, Article 2, of the Health and Safety Code. Each reference to the county, enforcement officer, and enforcement agency in this Title 8 of the Coachella Municipal Code shall be interpreted to equally be referencing the City and its authorized employees and agents."

SECTION 8. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Coachella hereby declares that it would have adopted this Ordinance and each section,

sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 9. This Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this Ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3).

SECTION 10. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 11. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of the City of Coachella, California, at a regular meeting of the City Council held on the ____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STEVEN A. HERNANDEZ, MAYOR

ATTEST:

ANGELA M. ZEPEDA, CITY CLERK

APPROVED AS TO FORM:

CARLOS CAMPOS, CITY ATTORNEY

State of California)
County of Riverside) s.s.
City of Coachella)

I, Angela M. Zepeda, City Clerk, hereby certify that the foregoing is a true copy of Ordinance No. 1209, introduced at a regular meeting held on the 14th day of February 2024, and duly adopted by the City Council of the City of Coachella, California at a regular meeting thereof held on the ___th day of _____, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

ANGELA M. ZEPEDA, CITY CLERK

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ESTABLISHING AN APPLICATION FEE FOR SIDEWALK VENDOR OPERATIONS WITHIN THE CITY.

WHEREAS, the City of Coachella, California (“City”) is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including regulating sidewalk vendors; and

WHEREAS, in 2018, the California Legislature passed SB 946 which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB946; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the permit requirements proposed are consistent with SB 946, as they are reasonable, related to objective health, safety, and welfare concerns, and are based upon compliance with other generally applicable laws including the Americans with Disabilities Act, and the City’s general encroachment permit requirements for work and/or activities in the public right of way; and

WHEREAS, the City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services;

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning;

WHEREAS, on January 17, 2024, the Planning Commission considered the Sidewalk Vendor Ordinance, Ordinance 1209, at a public hearing and recommended that the City Council adopt the ordinance and application fee structure to support the administration of the Sidewalk Vendor Ordinance for proposed sidewalk vendor operators for new applications and application renewals; and

WHEREAS, on February 14, 2024, the City Council considered the Sidewalk Vendor Ordinance, Ordinance No. 1209, at a public hearing and adopted Ordinance No. 1209 at first reading.

WHEREAS, it is the desire of the City Council of the City of Coachella to establish by resolution, an equitable application fee to allow for the administration of sidewalk vendor operators in the City of Coachella subject to the requirements of Ordinance No. 1209; and

WHEREAS, the City Council of the City of Coachella finds and determines that the fees set forth herein shall cover, but not exceed, the estimated reasonable cost of providing the service which the fee is charged; and

WHEREAS, the City has noticed this public hearing in compliance with Government Code Section 66016 and all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein as findings of fact.

SECTION 2. CEQA. The City Council finds that this is not a project as defined by the California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(4) as the action relates to the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 3. The application fees for sidewalk vendors that are Coachella Valley residents shall be \$125 for an initial application and \$100 for renewals. The application fees for sidewalk vendors that are residents outside the Coachella Valley shall be \$300 for an initial application and \$165 for renewals. The fee will be effective upon adoption of Ordinance No. 1209.

SECTION 3. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not effect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provision 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 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at Coachella City Hall. City Clerk is the custodian of the record of proceedings.

SECTION 6. Execution of Resolution. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED APPROVED and ADOPTED this 14th day of February 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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. 2024-02 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 14th day of June 2024 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

Sidewalk Vendor Application Fee Analysis

The fee analysis below pertains the initial application administration and annual application renewals. This fee calculation is based on the review of the application by staff of various departments calculated by time spent at the fully burdened hourly rate that includes the Economic Development Department, Finance Department, Planning Division, Code Enforcement Division, Building Division as identified in Table 2 below. The full cost recovery for application review would be charged to applicants who are residents from outside the Coachella Valley. A fee that is less than full cost recovery would be charged to applicants who are residents from the Coachella Valley.

This fee would recover City staff expenses associated with processing and review of applications. It does not cover the full cost of the administration of the Sidewalk Vendor program such as on-going compliance monitoring by the Code Enforcement Division.

Table 1 – Sidewalk Vendor Proposed Fee Structure

	PERMIT FEE* (RECOMMENDED)	RENEWAL* (RECOMMENDED)
Coachella Valley Resident	\$125	\$100
Outside Coachella Valley	\$300	\$165

*Permit and Renewal Fees to increase annually based on the Consumer Price Index as verified by the Finance Director.

Table 2. Sidewalk Vending Application Fee Justification							
Dept/Division	Hours of Review 1 st time permit	Hours of review for Renewal	Staff Position	Scope of Review	Full Burdened Rates/ Hourly	Total Hours First Application	Renewal
Economic Development administration	1	1	Economic Development Technician	Review business license application, confer with Planning on zoning and assist with questions/process	\$ 79.87	\$79.87	\$79.87
Planning Review	0.5 hrs for 1 st time application	0 hrs – Planning will not review renewal if same site plan and location.	Planning Technician	Review site plan and consistency with eligible areas.	\$71.74	\$35.87	\$0
Code Enforcement Review/Inspection	1 hr. for 1 st time app.	0.5 hr.	Code officer/Manager	App review/enforcement	\$112.91	\$112.91	\$56.46
Building Review and/or Inspection	.5 for application review and compliance (BO)	.25 Bldg. Dept. will inspect on renewals for compliance (BI)	Building Official (BO)/ Building Inspector (BI)	Review application. Inspect proposed location for compliance with ordinance.	\$119.17	\$59.39	\$29.79
Finance Review	.25 hrs for review	None	Customer Service	Review fee calculation and receipt payment	\$60.00	\$15.00	\$0
Total Fees						\$303.24	\$166.12

Comparison of Coachella Valley City Ordinances Regulating Sidewalk Vendors - 2023

	Ordinance (Y/N)	Permit Cost	Application Requirements	Permitted Locations	Time Limitations	Violation Fines
Cathedral City	Y	1st time permit fee: \$192 Renewal fee: \$100	Contact info, city business license, sidewalk vending permit, ID, proposed area of operation, stationary/mobile, general description, diagram, photograph of the cart, CA seller's permit, completion of food handler course, health department permit	Vending prohibited in: center median of street, public parking lot, must not obstruct vehicular or pedestrian traffic, 4ft sidewalk clear space, 300ft from a temporary/special event	non-residential: 7am - dusk, residential: 7am-8pm	<u>with permit:</u> 1st violation - \$100 2nd violation - \$200 3rd violation - \$500 4th violation - \$500 and revocation of permit <u>without permit:</u> 1st violation - \$250 2nd violation - \$500 3rd violation - \$1000
Coachella	N	None proposed				
Desert Hot Springs	Y	\$50	sidewalk vendor permit, contact info, days/hours of operation, location(s) of operation, description of food/merchandise for sale, stationary/mobile, ID, seller's permit, statement of conviction within the last 5 years	36-inch sidewalk clearance, 50 ft of any school crossing, 30 ft of senior center, 30 ft of any crosswalk, prohibited from operating in private property, no operation on/along any street where speed limit is 55 mph or above, 200 ft of another sidewalk vendor	limitations on hours of operation imposed on other businesses or uses on the same street or 7am-6pm, residential areas 9am-8pm	<u>with permit:</u> 1st violation - \$100 2nd violation - \$200 additional violations - \$500, <u>without permit:</u> 1st violation - \$250 2nd violation - \$500 additional violations - \$1000
Indio	Y	<u>License Tax:</u> Varies based on gross receipts <u>Application Fee:</u> \$84.00 <u>SB1186 State passthrough:</u> \$4.00 <u>Encroachment permit</u> (only if they are using public property): \$1,975.00	Vending permit, business license, Rivco health inspection sticker, Riverside County Department of Environmental Health permit, contact info, description of food/merchandise, photo of vending vehicle/cart, stationary/mobile, description of streets, right of way, other locations of vending, seller's permit, food handler course, liability insurance, time, place, and manner of vending information.	No vending within 10 ft of street intersection, within 10 ft of any driveway, within a roadway, median strip, dividing section, within 200 ft of farmer's market/swapmeet/ area w/ temp. special permit, 300 ft of a school building, 4 ft sidewalk clearance	8am-10pm daily, 8am -7pm in residential areas	<u>with permit:</u> 1st violation - \$100 2nd violation - \$200 each additional violation within 1 year of 1st violation - \$500 <u>without vending permit:</u> 1st violation - \$250, 2nd violation - \$500, additional violation - \$1,000
La Quinta	N					
Palm Desert	N					
Palm Springs	Y	About \$107 for City residents and about \$172 out of City (depending on # of personnel working)	Business name registration, seller's permit, liability insurance, driver's license, site plan, environmental health permit, food manager's card, food handlers card for all staff workers, LLC/corporate entities, business license	Stationary vendors prohibited from operating in residential zones, no vending within 10 ft of entrances/exits to private buildings, no vending within 200 ft from temporary events, no vending within a corner cutoff area	<u>stationary:</u> one-half hour before sunrise and 3am, <u>roaming (residential):</u> one-half hour before sunrise and one-half hour after sunset <u>roaming (nonresidential):</u> one-half hour before sunrise and 3am	

**DRAFT COACHELLA MUNICIPAL CODE AMENDMENTS
RELATED TO REGULATION OF SIDEWALK VENDORS; ORDINANCE NO. 1209**

SECTION 1. Subsection P of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strike~~through, new text is underlined):

“P. Itinerant Merchant. An itinerant merchant under this chapter shall be deemed to mean and include any person or persons, firm or corporation, either principle or agent, employer or employee who engages in a temporary business in the city by selling or offering for sale goods, wares, merchandise, or things or articles of value for a period of not more than one hundred ninety (190) days in any calendar year, and who, for the purpose of carrying on such business, hires, leases or occupies any room, building, structure or stand on any real property or on or adjoining any street or public place in the city. The person, firm or corporation so engaged shall not be relieved from the provisions of this subsection by reason of associating temporarily any local dealer, trader, merchant or auctioneer, or by reason of conducting such temporary business in connection with or as part of any local business, or in the name of any local dealer, trader, merchant or auctioneer. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.”

SECTION 2. Subsection Q of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strike~~through, new text is underlined):

“Peddler. "Peddler" shall be defined as any person who sells and makes immediate delivery or offers for sale and immediate delivery any goods, wares, merchandise, service or thing in the possession of the seller, at any place in the city other than at a fixed place of business, but shall not include salesmen or agents for wholesale houses or firms who sell to retail dealers for resale or sell to manufacturers for manufacturing purposes or to bidders for public works or supplies. It shall include the use of a "pushcart," which shall be defined as any wagon, cart or similar wheeled container, not a "vehicle" as defined in the Vehicle Code of the state of California, from which food, beverage, or product is offered for sale to the public. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.

The chief of police shall, based upon the information supplied by the finance department, investigate the backgrounds of all applicants. If such investigation by the chief of police reveals that the applicant has been convicted of a crime involving moral turpitude or any crime of a nature associated with the type of business for which the application is submitted, he or she shall notify the director of finance, who shall deny the license application.”

SECTION 3. Subsection Q of Section 5.04.380 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strickethrough~~, new text is underlined):

“Solicitor. "Solicitor" shall be defined as any person who engages in the business of going from house to house, place to place, on or along the streets within the city and/or by telephone selling or taking orders for or offering to sell or take orders for goods, wares, or merchandise or other things of value for future delivery, or for services to be performed in the future. Such definition shall not include any person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path in compliance with Chapter 12.50 of Title 12 of this Municipal Code.”

SECTION 4. Subsection B of Section 12.04.030 of the Coachella Municipal Code is hereby amended to read as follows (Deleted text in ~~strickethrough~~, new text is underlined):

“B. It is also unlawful for any person to make, or cause to be made, any obstruction on, or any encroachment upon any city street, sidewalk, or other public place without first obtaining from the city engineer, a written permit to make such obstruction and making a deposit to cover the inspection and restoring of such city street or other place to its original condition, together with the incidental expenses in connection therewith, all as provided by this chapter. This sub-section applies to stationary sidewalk vendors who have obtained a permit pursuant to Chapter 12.50 of this title.”

SECTION 5. Chapter 12.50 is hereby added to the Coachella Municipal Code to read as follows:

“Chapter 12.50 – SIDEWALK VENDING.

Section 12.50.010 Purpose.

The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community. In light of the City’s many public right-of-ways which lack adequate width in paved roadways and lack sidewalk and street lighting improvements, it is intended that all street vending occur in a safe manner to avoid injury to the public.

Section 12.50.020 Definitions.

For purposes of this Chapter, the following definitions apply:

A. “Certified Farmers’ Market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. “City” means the City of Coachella.

C. “Park” means a public park owned or maintained by the City.

D. “Roaming sidewalk vendor or vending” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. “Sidewalk vendor or vending” means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, property, or other pedestrian path.

F. “Stationary Sidewalk vendor or vending” means a sidewalk vendor who vends from a fixed location.

G. “Swap Meet” means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

H. “Temporary Event Permit” means a special event permit or other planning director authorization for seasonal events, holiday celebrations, outdoor display of merchandise, promotional events, or other non-recurring temporary sales / entertainment activity, pursuant to Title 17 of this code.

Section 12.50.030 Permits Required.

A. All sidewalk vendors shall obtain a business license from the City’s finance director or designee, prior to engaging in any sidewalk vending activities. In addition to the required business license, all sidewalk vendors shall obtain a sidewalk vending permit from the City’s Finance Director or designee prior to engaging in any sidewalk vending activities. The following information shall be required for a sidewalk vending permit:

1. Name, current mailing address, and phone number of the vendor; and,
2. If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal; and,
3. A description of the merchandise/goods to be offered for sale or exchange, and the days/hours of sales; and,
4. A copy of the California seller’s permit with the sales tax number issued by the California Department of Tax and Fee Administration to the vendor; and,

5. A copy of the valid California Driver's license issued to the vendor; or,
A copy of the individual taxpayer identification number issued to the vendor; or,
A passport or residency card.
 - a. Any such identification number(s) or license(s) collected shall not be available to the public for inspection and shall remain confidential and not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.
6. If preparing or selling food, a copy of the County Health Department permit issued to the vendor; and,
7. If preparing or selling food, a current decal sticker issued by the County Health Department to be posted on any food cart used in vending; and,
8. A description or site plan map of the proposed location(s) where vending will take place, showing that the sidewalk location maintains a minimum of thirty-six inches (36") of accessible route area, in compliance with the Americans with Disabilities Act; and,
9. A copy of general liability policy naming the City as additional insured in the amount of \$1,000,000; and,
10. A certification by the vendor that to his or her knowledge and belief, the information contained in the application is true.

B. At the time the application or renewal application is filed, the application shall pay the permit processing fee established by separate resolution of the City Council.

Section 12.50.040 Review of Permit Application; Decision.

A. Upon acceptance of a properly completed and filed sidewalk vendor permit application the City Manager's designee shall conduct a preliminary investigation to determine compliance with this Chapter and shall make such determination within no more than thirty (30) days of acceptance to approve or deny the application. The City Manager's designee shall provide the applicant with written notice of his or her decision to the address indicated in the application.

B. If the application is denied, the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is denied and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form.

C. If the City Manager’s designee approves the applicant's permit, he or she shall endorse his or her approval on the application and shall, upon payment of the prescribed fee, deliver the permit to the applicant.

D. Exemptions. A sidewalk vending permit shall not be required for the following activities:

1. The sale of agriculture products on the site where the product is grown.
2. Catering for private parties held exclusively on private property and not open to the general public.
3. Events permitted pursuant to a lawfully issued temporary event permit including but not limited to a Certified Farmers’ Market, Swap Meet, street fairs, outdoor concerts, promotional event, and outdoor display of merchandise.

4. First Amendment protected vending which includes the following:

- a. Traditional expressive speech and petitioning activities, such as vending the following items: newspapers, leaflets, pamphlets, bumper stickers, patches, and/or buttons.
- b. Vending the following items which have been created, written, or composed by the vendor: books, audio, video, or other recordings of their performances, paintings, photographs, prints, sculptures, or any other item that is inherently communicative and is of nominal value or utility apart from its communication.
- c. Those items that have a common and dominant non-expressive purpose shall not be considered a vending item that has been “created, written, or composed by the vendor,” such as, but not limited to, housewares, appliances, articles of clothing, sunglasses, auto parts, oils, incense, perfume, crystals, lotions, candles, jewelry, toys, and stuffed animals. Selling these types of dominant non-expressive merchandise will require a sidewalk vending permit under this Chapter.
- d. Performers can perform.
 - (i) The word “perform” shall mean to engage in any of the following activities: playing musical instruments, singing, dancing, acting, pantomiming, puppeteering, juggling, reciting, engaging in magic, creating visual art in its entirety, presenting or enacting a play, work of music, work of art, physical or mental feat, or other constitutionally protected entertainment or form of expression.

- (ii) The word “perform” shall not include the provision of personal services such as massage or hair weaving, cutting, or styling, the completion or other partial creation of visual, the creation of visual art at which is mass produced or produced with limited variation, or the creation of handcrafts.
 - (iii) The word “handcrafts” shall mean objects made either by hand or with the help of devices used to shape or produce the objects through such methods as weaving, carving, stitching, sewing, lacing, and beading, including objects such as jewelry, pottery, silver work, leather goods, and trinkets that do not communicate a message, idea, or concept to others.
- e. Any sidewalk vendor conducting lawful First Amendment protected vending under subsections (E)(4)(a)-(b), above, shall still be required to comply with any applicable tax and licensing requirements.

E. Term of permit. A sidewalk vending permit issued pursuant to this Chapter shall automatically expire one (1) year from the date issued, unless an earlier expiration date is noted on the permit.

F. Transferability. A sidewalk vending permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated.

Section 12.50.050 Stationary Sidewalk Vending Locations and Standards.

A. Stationary sidewalk vendors shall be prohibited from operating or establishing in any residential zone of the City, including the S-N (Suburban Neighborhood) zone, G-N (General Neighborhood) zone, U-N (Urban Neighborhood) zone, and all residential districts of the SP (Specific Plan) zone.

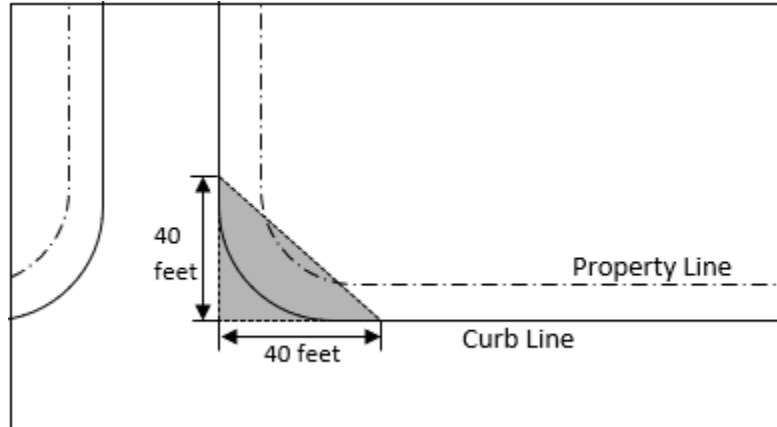
B. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the following:

1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
2. The sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36”) of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and,
3. If the sidewalk vendor is selling food, the sidewalk vendor shall display a valid Health Permit issued by the County in a conspicuous location on any food cart; and

4. If the sidewalk vendor is selling food, all employees shall possess a current food handler's card, issued by the County; and
5. Sidewalk vending hours shall be conducted between the hours of 5:00 AM and 11:00 PM every day; and,
6. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and,
7. The sidewalk vendor location shall be at a minimum distance of twenty-five (25) feet of entrances to buildings, private driveways, fire station driveway, or police station driveway ; and,
8. No vending shall occur within ten (10) feet of a fire hydrant, fire escape, bus stop, loading zone, building windows, parking spaces, handicapped access ramp,; and,
9. No tables, chairs, fences, shade structures, other site furniture, or any freestanding signs shall be permitted in conjunction with the vendors vending activities; and,
10. The vendor shall not attach or use any water lines, electrical lines, or gas lines during vending operations; and,
11. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and,
12. No vending shall occur within one hundred fifty (150) feet of a Certified Farmers' Market, a Swap Meet, or an event held pursuant to a Temporary Event Permit; and,
13. No vending shall occur within two hundred (200) feet of a freeway onramp or off-ramp.
14. No vending shall occur within three hundred (300) feet of a any school during the hours these schools are in session (and thirty (30) minutes before or after these schools are in session).
15. The sidewalk vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into the City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the sidewalk vendor; and
16. The sidewalk vendor may not operate on any street right-of-way or sidewalk where street parking or public parking is not available within 500 feet of the vending area, or where off-street parking on private property is not available within 500 feet of the vending area; and

17. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of forty (40) feet from the intersection of such lines at the corner of a street or highway.

Figure 1: Corner Cut-off limitations for Sidewalk Vendors



Section 12.50.060 Sidewalk Vending in Parks, Certified Farmer's Markets.

A. Sidewalk vending of food or merchandise by stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise or in an area occupied by a Certified Farmer's Market.

B. Sidewalk vendors may operate in City Parks provided they meet the following:

1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
2. For stationary sidewalk vending, the sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and,
3. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and,
4. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and,
5. If the sidewalk vendor is selling food, the sidewalk vendor shall display a valid Health Permit issued by the County in a conspicuous location on any food cart; and

6. Any sidewalk vendor food cart shall possess a current decal sticker posted on the food cart; and
7. The sidewalk vendor location shall be at a minimum distance of twenty (25) feet from entrances to buildings, driveways, parking spaces, or building windows; and,
8. No vending shall occur within one hundred fifty (150) feet of an event held pursuant to a Temporary Event Permit.
9. The sidewalk vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the sidewalk vendor.
10. All stationary and roaming sidewalk vendors must be at least 50 feet away from another sidewalk vendor, except that groups of five or fewer sidewalk vendors may assemble as one group not occupying more than 2,000 square feet of combined area, for purposes of limiting undue concentration. At no time shall there be more than ten sidewalk vendors at any one City Park without a temporary use permit.
11. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of forty (40) feet from the intersection of such lines at the corner of a street or highway.

Section 12.50.070 Roaming Sidewalk Vending.

- A. Roaming sidewalk vendors shall meet the following:
 1. The sidewalk vendor is duly licensed and meets all requirements of section 12.50.030; and,
 2. Sidewalk vending hours for residential zones shall be conducted between the hours of 7:00 AM and 6:00 PM; and,
 3. Sidewalk vending hours for non-residential zones shall be conducted between the hours of 5:00 AM and 11:00 PM of every day; and,
 4. The sidewalk vendor maintains their temporary vending area in a clean, orderly, and sanitary condition; and
 5. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and

6. The sidewalk vendor does not conduct sales from a public street.
7. No vending shall occur within the immediate vicinity of a Certified Farmers' Market, a Swap Meet, or an event held pursuant to a Temporary Event Permit.
8. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty-five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of forty (40) feet from the intersection of such lines at the corner of a street or highway.

Section 12.50.080 Suspension; Rescission.

A. A sidewalk vendor permit issued under this Chapter may be suspended or rescinded by the City Manager's designee after four or more violations of this Chapter in accordance with Section 12.50.100 of this Chapter, at their discretion, for any of the following causes:

1. Fraud or misrepresentation in the course of vending;
2. Fraud or misrepresentation in the application for the permit;
3. Vending in a manner that creates a public nuisance or constitutes a danger to the public.

B. Notice of the suspension or rescission of a sidewalk vendor permit issued under this Chapter shall be mailed, postage prepaid, to the holder of the sidewalk vendor permit at his or her last known address.

C. No person whose street vending permit has been revoked pursuant to this Chapter shall be issued a street vending permit for a period of two (2) years from the date revocation becomes final.

Section 12.50.090 Appeals to City Manager.

In the event that any applicant or permittee desires to appeal from any order, rescission, or other ruling of the City Manager's designee made under the provisions of this Chapter, such applicant or any other person aggrieved shall have the right to appeal such action or decision to the City Manager within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application. An appeal shall be taken by filing with the Economic Development Director or designee a written appeal statement setting forth the grounds for the appeal, along with the City's appeal fee for administrative reviews. The filing of the appeal

shall stay the enforcement of any decision suspending or rescinding the permit. The Economic Development Director shall transmit the written statement to the City Manager within ten (10) days of its filing and payment of the appeal fee, and the City Manager shall set a time and place for a hearing on appeal. A hearing shall be set not later than sixty (60) days from the date of filing of the applicant's written appeal statement with the police department. Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of suspension or rescission at least ten (10) days prior to the date set for the hearing. At the hearing, the permittee and the City shall be entitled to legal representation and may present relevant evidence, testify under oath, and call witnesses who shall testify under oath. The City Manager shall not be bound by the traditional rules of evidence in a hearing, except that hearsay evidence may not be the sole basis for the decision of the City Manager. The City Manager may continue the hearing as deemed necessary. The decision of the City Manager, or his or her designee, on the appeal shall be final and binding on all parties concerned.

Section 12.50.100 Penalties.

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this Chapter. A violation of this Chapter shall be punished by:

1. An administrative fine not exceeding \$100 for a first violation after two written warnings have been issued by the City of Coachella Code Enforcement.
2. An administrative fine not exceeding \$200 for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding \$500 for each additional violation within one (1) year of the first violation.

B. A violation of vending without a sidewalk vending permit, may, in lieu of the penalties set forth in subsection (A), set forth above, be punished by:

1. An administrative fine not exceeding two hundred fifty (\$250) dollars for a first violation after two written warnings have been issued by the City of Coachella Code Enforcement.
2. An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one (1) year of the first violation.

C. If an individual is subject to subsection (B), set forth above, for vending without a sidewalk vending permit, upon the individual providing proof of a valid permit issued by the City,

the administrative fines set forth in this Chapter shall be reduced to the administrative fines set forth in subsection (A), respectively.

D. The proceeds of any administrative fines assessed pursuant to this Chapter shall be deposited in the treasury of the City.

E. Failure to pay an administrative fine assessed under this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in this Chapter shall not be assessed.

F. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

G. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty (20) percent of the administrative fine imposed pursuant to this Chapter.
2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

H. A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under SB 946 had SB 946 been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

I. Nothing contained herein shall be construed to impede the City's or County's ability to enforce County Health Department codes, regulations, and ordinances."

SECTION 6. Section 8.04.010 of the Coachella Municipal Code is hereby amended to read as follows:

"City and County enforcement of state regulations and statutes.

The city council consents and requests that, in addition to the City's own authority to enforce and observe, the county health officer of the county of Riverside, state of California, shall also be authorized to enforce and observe all of the following:

A. Orders, quarantine regulations, and rules prescribed by the state department and other rules and regulations issued under the provisions of the California Health and Safety Code.

B. Statutes relating to the public health.

Such services shall continue indefinitely until the city council shall terminate them by adoption of a resolution or ordinances, as provided in Division I, Part II, Chapter I, Article 2, of the Health and Safety Code. Each reference to the county, enforcement officer, and enforcement agency in this Title 8 of the Coachella Municipal Code shall be interpreted to equally be referencing the City and its authorized employees and agents.

Senate Bill No. 946

CHAPTER 459

An act to add Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the Government Code, relating to sidewalk vendors.

[Approved by Governor September 17, 2018. Filed with Secretary of State September 17, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 946, Lara. Sidewalk vendors.

Existing law authorizes a local authority, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street.

This bill would prohibit a local authority, as defined, from regulating sidewalk vendors, except in accordance with the provisions of the bill. The bill would provide that a local authority is not required to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the provisions of the bill. The bill would apply these provisions to a chartered or general law city, county, or city and county.

The bill would require a local authority that elects to adopt a sidewalk vending program to, among other things, not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns, and not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. The bill would authorize a local authority to, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending, as specified, if the requirements are directly related to objective health, safety, or welfare concerns. The bill would also authorize a local authority to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, as specified. A violation would be punishable only by an administrative fine, as specified, pursuant to an ability-to-pay determination, and proceeds would be deposited in the treasury of the local authority.

The bill would require the dismissal of any criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors that have not reached final judgment. The bill would also authorize a person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk

vending, as specified, to petition for dismissal of the sentence, fine, or conviction.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Sidewalk vending provides important entrepreneurship and economic development opportunities to low-income and immigrant communities.

(2) Sidewalk vending increases access to desired goods, such as culturally significant food and merchandise.

(3) Sidewalk vending contributes to a safe and dynamic public space.

(4) The safety and welfare of the general public is promoted by encouraging local authorities to support and properly regulate sidewalk vending.

(5) The safety and welfare of the general public is promoted by prohibiting criminal penalties for violations of sidewalk vending ordinances and regulations.

(6) This act applies to any city, county, or city and county, including a charter city. The criminalization of small business entrepreneurs, and the challenges that those entrepreneurs face as a result of a criminal record, are matters of statewide concern. Further, unnecessary barriers have been erected blocking aspiring entrepreneurs from accessing the formal economy, harming California's economy in the process, and disrupting the regulation of business, which is a matter of statewide concern. Moreover, California has an interest in the regulation of traffic, a matter of statewide concern, whether in ensuring the appropriate flow of traffic or in ensuring the safety of pedestrians on the road or the sidewalk.

(b) It is the intent of the Legislature to promote entrepreneurship and support immigrant and low-income communities.

SEC. 2. Chapter 6.2 (commencing with Section 51036) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

CHAPTER 6.2. SIDEWALK VENDORS

51036. For purposes of this chapter, the following definitions apply:

(a) "Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

(b) "Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

(c) “Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

(d) “Local authority” means a chartered or general law city, county, or city and county.

51037. (a) A local authority shall not regulate sidewalk vendors except in accordance with Sections 51038 and 51039.

(b) Nothing in this chapter shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

(c) Nothing in this chapter shall be construed to require a local authority to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the requirements in this chapter.

51038. (a) A local authority may adopt a program to regulate sidewalk vendors in compliance with this section.

(b) A local authority’s sidewalk vending program shall comply with all of the following standards:

(1) A local authority shall not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns.

(2) (A) A local authority shall not prohibit a sidewalk vendor from selling food or merchandise in a park owned or operated by the local authority, except the local authority may prohibit stationary sidewalk vendors from vending in the park only if the operator of the park has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire.

(B) Notwithstanding subparagraph (A), a local authority may adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned or operated by the local authority if the requirements are any of the following:

(i) Directly related to objective health, safety, or welfare concerns.

(ii) Necessary to ensure the public’s use and enjoyment of natural resources and recreational opportunities.

(iii) Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

(3) A local authority shall not require a sidewalk vendor to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise.

(4) (A) A local authority shall not restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns.

(B) Notwithstanding subparagraph (A), a local authority may prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but shall not prohibit roaming sidewalk vendors.

(5) A local authority shall not restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the local authority,

unless the restriction is directly related to objective health, safety, or welfare concerns.

(c) A local authority may, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety, or welfare concerns, including, but not limited to, any of the following:

(1) Limitations on hours of operation that are not unduly restrictive. In nonresidential areas, any limitations on the hours of operation for sidewalk vending shall not be more restrictive than any limitations on hours of operation imposed on other businesses or uses on the same street.

(2) Requirements to maintain sanitary conditions.

(3) Requirements necessary to ensure compliance with the federal Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards.

(4) Requiring the sidewalk vendor to obtain from the local authority a permit for sidewalk vending or a valid business license, provided that the local authority issuing the permit or business license accepts a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number in lieu of a social security number if the local authority otherwise requires a social security number for the issuance of a permit or business license, and that the number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.

(5) Requiring the sidewalk vendor to possess a valid California Department of Tax and Fee Administration seller's permit.

(6) Requiring additional licenses from other state or local agencies to the extent required by law.

(7) Requiring compliance with other generally applicable laws.

(8) Requiring a sidewalk vendor to submit information on his or her operations, including, but not limited to, any of the following:

(A) The name and current mailing address of the sidewalk vendor.

(B) A description of the merchandise offered for sale or exchange.

(C) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.

(D) The California seller's permit number (California Department of Tax and Fee Administration sales tax number), if any, of the sidewalk vendor.

(E) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.

(d) Notwithstanding subdivision (b), a local authority may do both of the following:

(1) Prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet. A "certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the

Food and Agricultural Code and any regulations adopted pursuant to that chapter. A “swap meet” means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

(2) Restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority’s temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.

(e) For purposes of this section, perceived community animus or economic competition does not constitute an objective health, safety, or welfare concern.

51039. (a) (1) A violation of a local authority’s sidewalk vending program that complies with Section 51038 is punishable only by the following:

(A) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.

(B) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.

(C) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(2) A local authority may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

(3) (A) If a local authority requires a sidewalk vendor to obtain a sidewalk vending permit from the local authority, vending without a sidewalk vending permit may be punishable by the following in lieu of the administrative fines set forth in paragraph (1):

(i) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.

(ii) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

(B) Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.

(b) The proceeds of an administrative fine assessed pursuant to subdivision (a) shall be deposited in the treasury of the local authority.

(c) Failure to pay an administrative fine pursuant to subdivision (a) shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in subdivision (a) shall not be assessed.

(d) (1) A violation of a local authority's sidewalk vending program that complies with Section 51038, or a violation of any rules or regulations adopted prior to January 1, 2019, that regulate or prohibit sidewalk vendors in the jurisdiction of a local authority, shall not be punishable as an infraction or misdemeanor, and the person alleged to have violated any of those provisions shall not be subject to arrest except when permitted under law.

(2) Notwithstanding any other law, paragraph (1) shall apply to all pending criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors. Any of those criminal prosecutions that have not reached final judgment shall be dismissed.

(e) A local authority that has not adopted rules or regulations by ordinance or resolution that comply with Section 51037 shall not cite, fine, or prosecute a sidewalk vendor for a violation of any rule or regulation that is inconsistent with the standards described in subdivision (b) Section 51038.

(f) (1) When assessing an administrative fine pursuant to subdivision (a), the adjudicator shall take into consideration the person's ability to pay the fine. The local authority shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(2) If the person meets the criteria described in subdivision (a) or (b) of Section 68632, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to subdivision (a).

(3) The local authority may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

(g) (1) A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under the act that added this section had that act been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

(2) Upon receiving a petition under paragraph (1), the court shall presume the petitioner satisfies the criteria in paragraph (1) unless the party opposing the petition proves by clear and convincing evidence that the petitioner does not satisfy the criteria. If the petitioner satisfies the criteria in paragraph (1), the court shall grant the petition to dismiss the sentence or fine, if applicable, and dismiss and seal the conviction, because the sentence, fine, and conviction are legally invalid.

(3) Unless requested by the petitioner, no hearing is necessary to grant or deny a petition filed under paragraph (1).

(4) If the court that originally sentenced or imposed a fine on the petitioner is not available, the presiding judge shall designate another judge to rule on the petition.

(5) Nothing in this subdivision is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner.

(6) Nothing in this subdivision or related provisions is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this chapter.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 51038 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The Legislature finds and declares that in order to protect the privacy of a sidewalk vendor with regard to his or her California driver's license or identification number, individual taxpayer identification number, or municipal identification number, when that number is collected in lieu of a social security number for purposes of the issuance of a permit or business license, it is necessary that the sidewalk vendor's number be confidential, except as provided in this act.

O

Senate Bill No. 972

CHAPTER 489

An act to amend Sections 113818, 113831, and 113868 of, and to add Chapter 11.7 (commencing with Section 114368) to Part 7 of Division 104 of, the Health and Safety Code, relating to retail food.

[Approved by Governor September 23, 2022. Filed with Secretary of State September 23, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 972, Gonzalez. California Retail Food Code.

(1) Existing law, the California Retail Food Code (the code), establishes uniform health and sanitation standards for, and provides for regulation by the State Department of Public Health of, retail food facilities and requires local health agencies to enforce these provisions. Existing law, for purposes of the code, defines a “cottage food operation” as an enterprise that has no more than a specified amount in gross annual sales, is operated by a cottage food operator, and has no more than 1 full-time employee within the registered or permitted area of a private home where the food products are prepared and packaged. Existing law provides for the regulation of microenterprise home kitchen operations and limits those operations to not serving more than 30 individual meals per day and not more than 60 individual meals per week and to no more than \$50,000 in verifiable gross annual sales, as adjusted for inflation. Existing law authorizes the local enforcement agency to decrease the limit on the number of individual meals prepared based on the food preparation capacity of the operation.

This bill would authorize a cottage food operation or microenterprise home kitchen operation to serve as a commissary or mobile support unit for up to 2 compact mobile food operations if the cottage food operation or microenterprise home kitchen operation permit includes an endorsement from the local enforcement agency that the cottage food operation or microenterprise home kitchen operation is capable of supporting the preparation and storage of the food being sold from the compact mobile food operation and the storage and cleaning of the compact mobile food operation. The bill would authorize nonpotentially hazardous foods prepared in a cottage food operation to be served from a compact mobile food operation. The bill would define “compact mobile food operation” as a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance. The bill would require compact food operations to conduct only limited food preparation.

(2) The code defines “limited food preparation” as food preparation that is restricted to specified activities, including dispensing or portioning of

nonpotentially hazardous food, slicing and chopping of food on a heated cooking surface during the cooking process, and holding, portioning, and dispensing foods that are prepared at a satellite food service or catering operation.

This bill would include in the definition of “limited food preparation” dispensing and portioning for immediate service to a customer of food that has been temperature controlled until immediately prior to portioning or dispensing, slicing and chopping of nonpotentially hazardous food or produce that has been washed at an approved facility, hot and cold holding of food previously prepared at an approved permanent food facility, and reheating of food that has been previously prepared at an approved permanent food facility and held at the approved temperatures.

(3) The code defines “mobile food facility” and regulates what types of food may be provided at a mobile food facility. The code requires mobile food facilities to meet specified health and safety standards, including access to warewashing sinks, restrooms, and handwashing facilities and required quantities of potable water.

This bill would require a compact mobile food operation to meet the applicable requirements of mobile food facilities, except as specified. The bill would exempt a compact mobile food operation that has 25 square feet or less of display area and sells only prepackaged, nonpotentially hazardous foods or whole uncooked produce from the code, except as specified. The bill would authorize a compact mobile food operation to display or sell food outdoors, if certain conditions are met, including, among other things, overhead protection provided above all food display areas. The bill would require a compact mobile food operation that engages in the preparation of raw meat, raw poultry, or raw fish to meet additional specified requirements. The bill would authorize the enforcement agency to preapprove a standard plan for a standardized or mass-produced facility intended to serve as a compact mobile food operation and would authorize a compact mobile food operation to use that standardized or mass-produced facility after a final inspection, but without submitting plans for the individual unit. The bill would authorize the enforcement agency to collect a fee for the final inspection.

(4) Existing law requires commissaries and other approved facilities servicing mobile support units, mobile food facilities, and vending machines to meet specified standards.

This bill would authorize an enforcement agency to approve a facility with nonconforming structural conditions if those conditions do not pose a public health hazard. The bill would also require an enforcement agency to approve the storage of a compact mobile food facility in a permitted permanent food facility if, after initial inspection, the agency determines that the compact mobile food facility is protected from contamination. The bill would authorize the enforcement agency to charge a fee to administer these provisions.

(5) The code requires a food facility to have a valid permit to be open for business and authorizes the local enforcement agency to charge a fee for the permit or registration or related services.

This bill would authorize the local enforcement agency to reduce the fee for the permit, registration, or related service for an applicant seeking approval of a compact mobile food operation or related operations.

(6) Under existing law, violation of the code is a misdemeanor, unless otherwise specified.

This bill would make violations of the code by an operator or employee of a compact mobile food facility or a sidewalk vendor punishable only by an administrative fine. Additionally, by making changes to the definition of various crimes and by adding new crimes under the code, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 113818 of the Health and Safety Code is amended to read:

113818. (a) “Limited food preparation” means food preparation that is restricted to one or more of the following:

(1) Heating, frying, baking, roasting, popping, shaving of ice, blending, steaming or boiling of hot dogs, or assembly of nonprepackaged food.

(2) Dispensing and portioning of nonpotentially hazardous food or dispensing and portioning for immediate service to a customer of food that has been temperature controlled until immediately prior to portioning or dispensing.

(3) Holding, portioning, and dispensing of any foods that are prepared for satellite food service by the onsite permanent food facility or prepackaged by another approved source.

(4) Holding, portioning, and dispensing of any foods that are prepared by a catering operation.

(5) Slicing and chopping of nonpotentially hazardous food or produce that has been washed at an approved facility or slicing and chopping of food on a heated cooking surface during the cooking process.

(6) Cooking and seasoning to order.

(7) Juicing or preparing beverages that are for immediate service, in response to an individual consumer order, that do not contain frozen milk products.

(8) Hot and cold holding of food that has been prepared at an approved permanent food facility.

(9) Reheating of food that has been previously prepared at an approved permanent food facility and held at temperatures required by this chapter.

(b) “Limited food preparation” does not include any of the following:

(1) Slicing and chopping potentially hazardous food, other than produce, unless it is on the heated cooking surface.

(2) Thawing.

(3) Cooling of cooked, potentially hazardous food.

(4) Grinding raw ingredients or potentially hazardous food.

(5) Washing of foods.

(6) Cooking of potentially hazardous foods for later use.

(7) Handling, manufacturing, freezing, processing, or packaging of milk, milk products, or products resembling milk products subject to licensing under Division 15 (commencing with Section 32501) of the Food and Agricultural Code.

SEC. 2. Section 113831 of the Health and Safety Code is amended to read:

113831. (a) “Mobile food facility” means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. “Mobile food facility” does not include a “transporter” used to transport packaged food from a food facility, or other approved source to the consumer.

(b) “Single operating site mobile food facilities” means at least one, but not more than four, unenclosed mobile food facilities, and their auxiliary units, that operate adjacent to each other at a single location.

(c) “Compact mobile food operation” means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.

SEC. 3. Section 113868 of the Health and Safety Code is amended to read:

113868. “Portable” means equipment that is capable of being lifted and moved or has utility connections that are designed to be disconnected or of sufficient length to permit the unit to be moved for cleaning, and does not exceed 100 pounds (46 kg) in weight or is otherwise designed to be mobile.

SEC. 4. Chapter 11.7 (commencing with Section 114368) is added to Part 7 of Division 104 of the Health and Safety Code, to read:

CHAPTER 11.7. COMPACT MOBILE FOOD OPERATION

114368. A compact mobile food operation, as defined in subdivision (c) of Section 113831, shall meet the applicable requirements of Chapter 10 (commencing with Section 114294), except as provided in this chapter.

114368.1. (a) Any compact mobile food operation with 25 square feet or less of display area from which only prepackaged nonpotentially hazardous food and whole uncooked produce is sold is exempt from the requirements of this part, except that the facility shall comply with all of the following:

(1) Sections 113980, 114047, 114049, 114390, 114393, 114397, and 114399.

(2) Chapter 1 (commencing with Section 113700).

(3) Chapter 2 (commencing with Section 113728).

(b) (1) A local enforcement agency may inspect a compact mobile food operation that is exempt, as specified in subdivision (a), during the facility's hours of operation and other reasonable times on the basis of a consumer complaint or just cause.

(2) For the purposes of determining compliance with this chapter, a compact mobile food operation that is not exempt as specified in subdivision (a) is subject to permitting and routine inspections or inspections on the basis of a consumer complaint or just cause.

(c) The local enforcement agency may recover the costs of investigation and enforcement of this section, subject to any limitations in this part on fines issuable to compact mobile food operations.

114368.2. (a) Compact mobile food operations shall conduct only limited food preparation, as defined in Section 113818. Notwithstanding any other provision of this part, a compact mobile food operation, as defined in subdivision (c) of Section 113831, may display or sell food outdoors, if all of the following conditions are satisfied:

(1) Overhead protection are provided above all food display areas.

(2) Food items from the outdoor display are stored consistent with this chapter at all times other than during business hours.

(3) Outdoor displays comply with Section 113980 and have been approved by the enforcement agency if the compact mobile food operation is required to obtain a permit.

(b) A compact mobile food operation shall not sell food other than nonpotentially hazardous prepackaged food or whole produce, or conduct any food preparation, unless it meets the applicable operational requirements of this chapter, including applicable requirements for integral equipment, handwashing, and restroom access.

(c) Equipment that is required to be integral to a compact mobile food operation shall either be permanently attached to the primary unit or securely fastened to the primary unit by means that would prevent unintentional removal. Equipment may be considered integral despite being portable or otherwise removable for cleaning, maintenance, or as part of its regular function.

(d) A compact mobile food operation operating from an individual shall not conduct any food preparation or sell foods other than nonpotentially hazardous prepackaged food or whole produce.

114368.3 (a) (1) A permitted cottage food operation or microenterprise home kitchen operation may serve as a commissary or mobile support unit for up to two compact mobile food operations if the cottage food operation or microenterprise home kitchen operation permit includes an endorsement from the local enforcement agency that the cottage food operation or microenterprise home kitchen operation is capable of supporting the preparation and storage of the food being sold from the compact mobile

food operation and the storage and cleaning of the compact mobile food operation.

(2) Transactions at a compact mobile food operation operated by a cottage food operator shall constitute “direct sales” for the purposes of paragraph (4) of subdivision (b) of Section 113758.

(3) Transactions at up to two compact mobile food operations operated by a cottage food operator shall not count toward the annual gross sales restrictions in Section 113758 applicable to cottage food operations if the governing body has authorized this action.

(4) Nonpotentially hazardous foods prepared in a cottage food operation may be served from a compact mobile food operation.

(5) Food prepared in a microenterprise home kitchen operation may be served from a compact mobile food operation operated by the microenterprise home kitchen operation permitholder.

(6) The meal and gross annual sales limitations in paragraphs (7) and (8) of subdivision (a) of Section 113825 do not apply to the sale of nonpotentially hazardous food or produce for up to two compact mobile food operations operated by the microenterprise home kitchen operation if the governing body has authorized this action.

(7) With the authorization of the governing body and if the enforcement agency determines that the operation does not pose a public health hazard, a permitted microenterprise home kitchen operation may serve as a commissary for up to two compact mobile food operations. The meal and gross annual sales limitations in paragraphs (7) and (8) of subdivision (a) of Section 113825 apply unless the governing body sets a higher meal and income limitation.

(8) The governing body of a local jurisdiction that permits microenterprise home kitchen operations pursuant to Section 114367, may set the meal and income limitations in paragraphs (7) and (8) of subdivision (a) of Section 113825 at a higher level than provided in those paragraphs for microenterprise home kitchen operations that operate in conjunction with a compact mobile food operation. Notwithstanding this subdivision, the levels in effect, by statute or ordinance, as of January 1, 2023, shall remain in effect until changed by the local jurisdiction.

(b) (1) Existing permanent food facilities may be permitted to support the operations and storage of compact mobile food operations pursuant to the requirements of this section.

(2) Notwithstanding any other provision of this part, upon an evaluation verifying that a permanent food facility satisfies subdivisions (a) to (f), inclusive, of Section 114326, an enforcement agency shall approve the use of a permitted permanent food facility to satisfy the requirements of Section 114295 for a compact mobile food operation.

(3) Notwithstanding any other provision of this part, upon an evaluation verifying that the compact mobile food operation will be stored in a manner that protects the compact mobile food operation from contamination, an enforcement agency shall approve the storage of a compact mobile food operation in a permitted permanent food facility.

(4) Except when a determination is made by the enforcement agency that any nonconforming structural conditions pose a public health hazard, the enforcement agency may approve a facility to support operations of a compact mobile food operation.

(5) Plan submission shall not be required for an existing permanent food facility to support the operations of a compact mobile food operation when a determination is made by the local enforcement agency that the current operation and structural facilities of the permanent food facility can successfully provide the necessary functions of a commissary for a compact mobile food operation.

(6) An approved permanent food facility that will be used for cooling of food for a compact mobile food operation shall be approved by the enforcement agency for cooling.

(c) (1) Unless prohibited by local ordinance, an enforcement agency may allow the use of a private home for the storage of a compact mobile food operation if it determines, after an evaluation, that storage in the private home would not pose a public health hazard and that the compact mobile food operation will be stored in a manner that protects the compact mobile food operation from contamination.

(2) No more than two compact mobile food operations may be stored in a private home unless the enforcement agency finds that storage of more than two compact mobile food operations in a private home would not pose a public health hazard.

(3) The storage area within the home shall be designated and clearly identified upon approval and shall not be relocated without the review and approval of the local enforcement agency.

(4) Prepackaged nonpotentially hazardous food, whole fruits, and whole vegetables may be stored in the home prior to sale or preparation of that food in a compact mobile food operation.

(5) Food prepared in a private home shall not be used or offered for sale on a compact mobile food operation, unless it is a permitted cottage food operation or microenterprise home kitchen operation pursuant to subdivision (a). Violation of this paragraph may result in suspension or revocation of the permit to operate the compact mobile food operation.

(6) For purposes of determining compliance with this subdivision, a local enforcement agency may access, for inspection purposes, a private home where a compact mobile food operation is stored only if the representative has, on the basis of a consumer complaint, reason to suspect that the home is being used for food preparation, food storage, or unauthorized storage of utensils or other food facility equipment in violation of this subdivision.

(d) At the end of the operating day, potentially hazardous food that is prepared on or served from a compact mobile food operation shall be destroyed in a manner approved by the enforcement agency.

(e) For the purposes of this chapter, an endorsement by the local enforcement agency shall be a documented and recorded approval of compliance with applicable sections. An endorsement may include an inspection or evaluation, but shall not require a registration or permit.

(f) The enforcement agency may collect a fee for any permit, endorsement, inspection, or evaluation issued or conducted pursuant to this chapter in an amount that does not exceed the reasonable administrative costs of the enforcement agency.

114368.4. (a) Except as provided in subdivision (b), a compact mobile food operation that is approved for limited food preparation that prepares raw meat, raw poultry, or raw fish is subject to warewashing and handwashing facility requirements as outlined in Chapter 10 (commencing with Section 114294).

(b) (1) A compact mobile food operation may satisfy the requirements of Sections 114313 and 114314 by demonstrating access to a permitted auxiliary conveyance containing the necessary handwashing and warewashing sinks when operating at a site-specific location. The auxiliary conveyance may be operated by the same or a different permit holder. An enforcement agency may permit an auxiliary conveyance to serve multiple compact mobile food operations operating in close proximity to the auxiliary conveyance, as determined by the enforcement agency.

(2) If an auxiliary conveyance is not operated by the permit holder of the compact mobile food operation, the operator of the auxiliary conveyance shall obtain a permit from the enforcement agency to operate the auxiliary conveyance and service compact mobile food operations.

(3) The permit application for an auxiliary conveyance not operated by a compact mobile food operation shall include a site plan and shall be submitted to the enforcement agency at least two weeks prior to the operation of any food facility in conjunction with the auxiliary conveyance.

(4) The site plan for an auxiliary conveyance not operated by a compact mobile food operator shall show the proposed location and storage of the auxiliary conveyance, the proposed locations of any food facilities that will utilize the auxiliary conveyance, restrooms, refuse containers, potable water supply faucets, waste water disposal facilities, and all shared warewashing and handwashing facilities.

(c) A compact mobile food operation that is approved for limited food preparation that does not prepare raw meat, raw poultry, or raw fish shall do one of the following:

(1) Provide a three-compartment sink as described in subdivision (a) of Section 114313.

(2) Provide at least one two-compartment sink that complies with subdivision (e) of Section 114099.3.

(3) Provide a one-compartment sink with at least one integral metal drainboard, an adequate supply of spare preparation and serving utensils to replace those that become soiled or contaminated, and warewashing facilities that comply with subdivision (a) of Section 114313 in reasonable proximity to, and readily accessible for use by, food employees at all times.

(4) Maintain an adequate supply of spare preparation and serving utensils on the compact mobile food operation to ensure that utensils used for potentially hazardous foods are replaced with clean and sanitized utensils every four hours or as needed to replace those that become soiled or

contaminated. A compact mobile food operation that complies with this paragraph is not required to provide a warewashing sink.

(d) A compact mobile food operation that is approved for limited food preparation that does not prepare raw meat, raw poultry, or raw fish shall provide an integral handwashing sink with at least five gallons of potable water to operate with a potable water tank with a capacity of at least five gallons for handwashing.

(e) An enforcement agency may permit a compact mobile food operation to operate with an integral water tank smaller than specified under subdivision (c) or (d) of Section 114217 if the enforcement agency finds that the compact mobile food operation is operating in an area and manner that would allow for replenishment of the water supply as needed during operations.

(f) A compact mobile food operation shall submit, to the enforcement agency, written operating procedures that include the process of filling potable water tanks if it will operate with a water tank with a capacity of less than five gallons specified in subdivisions (c) and (d) of Section 114217.

(g) A compact mobile food operation that does not prepare raw meat, raw poultry, or raw fish is exempt from any provision of this part requiring it be equipped with a water heater or otherwise be supplied with warm water.

114368.5. (a) Upon receipt of complete, easily readable plans drawn to scale, and specifications satisfactory to the enforcement agency, an enforcement agency may preapprove a standard plan for a standardized or mass-produced individual unit intended to serve as a compact mobile food operation.

(b) A person proposing to operate a compact mobile food operation who has acquired an individual unit for which the construction of the compact mobile food operation has been built to approved plans shall not be required to submit plans for the individual unit, but instead shall be subject to a final inspection of the compact mobile food operation to ensure that the individual unit and proposed method of operation conform to the standard plans preapproved pursuant to subdivision (a). The permit application for a compact mobile food operation utilizing a preapproved individual unit shall include a certification that the applicant has not substantially altered the individual units from the plans preapproved pursuant to subdivision (a). The enforcement agency may collect a fee in the final inspection in an amount that does not exceed the reasonable administrative costs to the enforcement agency.

(c) The repair of equipment or integral fixtures on a compact mobile food operation or the replacement of equipment and fixtures on a compact mobile food operation with substantially similar equipment or fixtures is not a remodel, and the repair or replacement of equipment or fixtures does not require the submission of plans to an enforcement agency.

(d) A local governing body may waive or reduce a fee for the permit, registration, or related services for an applicant seeking approval of a compact mobile food operation or related operations.

(e) All new and replacement food-related and utensil-related equipment for a compact mobile food operation shall be certified or classified for sanitation by an American National Standards Institute accredited certification program, or a certification program accredited by another accreditation body recognized by the enforcement agency as providing substantially similar food safety and operational standards. In the absence of an applicable certified sanitation standard, food-related and utensil-related equipment shall be evaluated for approval by the enforcement agency.

(f) All new and replacement electrical appliances for a compact mobile food operation shall meet applicable Underwriters Laboratories standards for electrical equipment as determined by an American National Standards Institute accredited certification program or a certification program accredited by another accreditation body recognized by the enforcement agency as providing substantially similar food safety and operational standards.

114368.6. A compact mobile food operation is exempt from Section 113947.1 if the operator and any individual who is involved in the preparation, storage, or service of food for the compact mobile food operation has obtained a food handler card that meets the requirements of Section 113948.

114368.7. A compact mobile food operation is exempt from the requirements of Section 114315 if the compact mobile food operation operates with multiple employees or operators and the compact mobile food operation may remain operable by a single individual so that employees or operators may alternate use of a restroom.

114368.8. (a) Notwithstanding subdivision (a) of Section 114395, a violation of this part by an operator or employee of a compact mobile food operation is punishable only by an administrative fine.

(b) A violation of any provision of this part or regulation adopted pursuant to this part by an operator or employee of a compact mobile food operation or a sidewalk vendor shall not be punishable as an infraction or misdemeanor, and an operator or employee of a compact mobile food operation or a sidewalk vendor alleged to have violated any of those provisions is not subject to arrest except when independent grounds for that arrest exist under law.

(c) Except as provided in paragraph (d), each offense by an operator or employee of a compact mobile food operation or a sidewalk vendor may only be punished by a fine consistent with the following:

(1) A notice of violation detailing the violation, including the applicable provision of this part or regulation adopted pursuant to this part.

(2) An administrative fine not exceeding one hundred dollars (\$100) for a second violation within one year of the first violation.

(3) An administrative fine not exceeding two hundred dollars (\$200) for a third violation within one year of the first violation.

(4) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(d) If a compact mobile food operation is required to obtain a permit from the enforcement agency, operating without a permit may be punishable by a fine not to exceed three times the cost of the permit in lieu of the administrative fines referenced in subdivision (c). An enforcement agency shall not issue any fines in excess of the amounts allowable pursuant to subdivision (c) prior to January 1, 2024.

(e) (1) When assessing an administrative fine for a first-time offense, pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The enforcement agency shall provide the person with notice of their right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(2) If the person meets the criteria described in subdivision (a) or (b) of Section 68632 of the Government Code, the enforcement agency shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to this section.

(3) The enforcement agency may waive the administrative fine or may offer an alternative disposition.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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To the City of Coachella,

The Inland Coalition for Immigrant Justice (ICIJ) has been a leading voice in advocacy for the rights of street vendors in the Inland Empire. We've worked closely and extensively with local street vendors for years and have organized them in the IE to be effective self-advocates. Our years of experience with directly organizing street vendors has given our organization unique insight into the reality of street vending, the obstacles that street vendors confront in attempting to integrate into the formal economy, and the knowledge that street vendors are a benefit to their communities.

The Inland Coalition for Immigrant Justice recommends the following additions be made to the City of Coachella's sidewalk vendor ordinance draft and program:

General Recommendations

- Community workshops and town halls - ICIJ we can help develop these continually
- We need the city to delay the first-reading of the draft ordinance in mid-November and instead propose an inclusive town hall. We need the city to do this to engage more public input (the drafting of the ordinance needs more time). It's key for sidewalk vendors to analyze language in the ordinance and demonstrate how those laws are affecting them.
- Multiple forms of support are needed: detailed workshops, popular education, technology support, and funds to lessen the economic impact of starting formally.
- An economic fund that helps vendors with popular education classes, compact mobile or stationary carts, stands and other start up costs such as Shared Kitchen permits, health inspections, commissary costs, permits, and transportation of their equipment
- Include language that can protect vendors that are victims of violence as we see a rise in attacks by vigilantes. Also partner with organizations or entities that can support victims of violence
- Conduct a city-wide educational campaign on vendors' success stories and help with new business promotion on city website and social platforms, and business directory

Recommendations for a Model Ordinance

Fee structure and accountability

- We ask that you reduce cost of citations, only charge a quarter of each fee so \$25 for first violation, \$50 second violation, \$100 for third violation for vendors
- The fine structure should not be the most restrictive. State law creates a ceiling, not a best practice. It's relatively easy for vendors to receive multiple citations and rack up thousands of dollars in debt.
- Other Suggestions:
 - Emphasize educational outreach to bring vendors in to compliance, rather than punitive enforcement mechanisms that create poverty traps for an already vulnerable community
 - Create an equitable program for correcting violations where code enforcement does not intimidate, shame, or harass vendors in large



Inland Coalition for
Immigrant Justice

sweeps. Not only are these sweeps traumatic and hurtful, but also disparate treatment compared to how brick and mortar businesses are treated during enforcement interactions in Coachella.

- As a part of a more equitable fine program, the city should allow ample room for correcting a violation, a reasonable timeline to resolve the issue, and not issue another citation for the same violation until a previous violation has been allowed adequate time for resolution.

No Confiscations

- We can not allow for food nor material to be confiscated, this hurts the vendors and sets them back a week which they cannot afford, do not waste Code Enforcement resources, straining a small department with in city, confiscations cause folks to lose their private property for months to years as we have seen in cities like San Bernardino

Business License Permit Fee and Accessibility

- Education first approach: co design permit process booklet for vendors who speak Spanish or other indigenous languages. Vendors need accessible & culturally appropriate educational materials. Have the same distance requirements for how far a vendor can be from a fire hydrant, bus stop, electric box, etc OR make picture charts explaining this in a zine format. Technical assistance is key to help vendors formalize
- Permits should be accessible - We advocate for a reduction of the permit fee to \$27. We need a fee study to set up a new permit cost, we need this before the ordinance gets finalized. We need the City to recommend a low cost be reduced to \$27 - to set the lowest street vendor permit cost in all of California. This can go through a special committee to move to the next step of creating an ordinance to reduce the permit cost permanently
 - Los Angeles Street Vendors addressed Sidewalk vendor permit cost and recently are on their way to conduct a study to reduce the permit cost
- Host workshops with Brick and Mortar Restaurants and other Commercial Kitchen facilities to help business owners and operators understand how they can use the Shared Kitchen option. Local businesses can be host facilities for Compact Mobile Food Operators (CMFOs) or in other works sidewalk vendors who sell food such as corn, tamales, burritos, tacos, etc
 - <https://rivcoeh.org/catering-businesses-and-host-facilities>
- Free to low cost permits for low income people, of which many are street vendors. Currently the city's Economic Development website, under Business License lists an annual "peddler permit" with a cost for \$75. Permitting costs can be a high barrier to entry for entrepreneurship the city should otherwise be supporting, incentivizing, and enabling. If a permit/licensing system is simply out of reach for a low-income entrepreneur that has to choose between going out and vending to get their family by, or paying for high permit costs, they will make the rational decision to remain in the informal economy. If cost recovery is a concern, lower fees means more access to applicants, so there's an optimum point for returns to the city if there's a lower barrier to entry
 - The city should consider making permits free for applicants over the age of 55.



- The city should consider a fee waiver program for applicants who qualify as low-income
- In the early rollout of a vending program, bringing vendors into compliance and assisting these small businesses with meeting requirements will take resources and support from the county, city, and state.
- Do not require extra permits that will cause undue burden - Do not require general liability insurance naming the City as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 combined. As an alternative, the City can include an indemnification clause in its ordinance in order to not require vendors to obtain insurance up front. These efforts will incentivize vendors

Time of Business Operation

- Allow sidewalk vendors to operate from sunrise to sunset in residential areas (note: sunrise and sunset fluctuates every season)
- Allow sidewalk vendors to operate from one and a half hour from sunrise to 3:00 AM in commercial and mixed use zones including downtown
- or perhaps 24 hours as other drive through operations are allowed to do in Coachella. In our advocacy and focus groups with stakeholders across the state, bars and other similar businesses often prefer street vendors providing food to patrons as it helps stimulate business and helps temper intoxication in the late hours that people are exiting bars and nightclubs. It is bad policy to restrict vendors to shorter hours - both for local brick and mortar businesses (bars especially), bad for patrons and consumers, and bad for the general public. Offering late night food is one of the important contributions that street vendors provide for many cities across the world.

Location within City limits

- Downtown business area sidewalks: need to be open for sidewalk vendors because these are the sidewalks with ample space
- Parks: The Palm Springs Sidewalk Vending ordinance was amended for vendors to be in grassed areas of public parks, but not on athletic field areas. The reasoning was due to the fact that the parks would ensure usage and provide people who are in the parks with access to foods and it makes sense to utilize these areas because they have the infrastructure to allow for vending to safely occur.
 - Stationary sidewalk vending, the sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36”) of unobstructed accessible path of travel, without obstruction, along the public sidewalk or public pathway.
 - With respect to the concessionaire agreement in parks. Mobile vendors cannot be restricted in parks based on economic protectionism. It is good policy to allow stationary vendors in parks if possible.
 - The language of *immediate vicinity* prohibitions adjacent to farmers markets and swap meets is preferable than a complete exclusionary zone. Not only is this bad policy, but it's likely violating the state law if there's no appropriate rationale directly related to

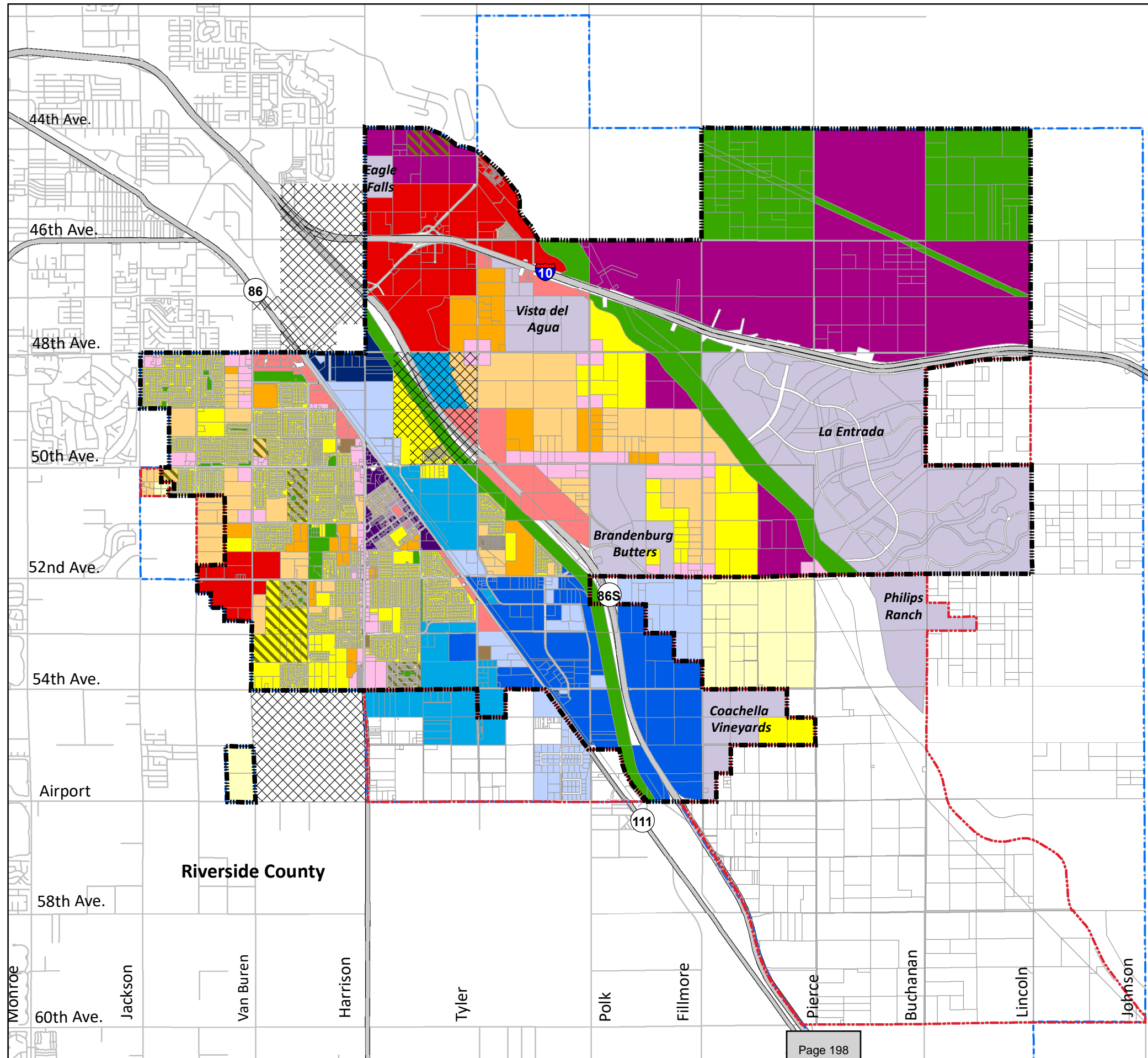


- objective welfare, safety, and health concerns. At most, 50-100 feet seems to fit more within the meaning of immediate vicinity
- Exclusion zones around schools are discriminatory. There is no empirical evidence to support vendors being a danger to children or causing distractions or possible accidents. Schools are areas of opportunity and likely areas where vendors will more be harassed and ticketed for approaching communities that want to enjoy the corn, raspados, and staple foods that were a pillar of many childhoods. There should be no exclusion of vendors near schools. To the contrary, there should be ways that the schools are involved and able to work with vendors who want to sell to students.
 - Excluding vendors from using any public infrastructure is not helpful, and actually causes further issues. The City of Coachella should be thinking of ways to create more spaces and ways for vendors to use public infrastructure to sustain their businesses, not the opposite
 - For further reference and information on cities violating state law, Public Counsel is currently suing the City of Los Angeles over arbitrary no-vending zones and areas where vendors are excluded in violation of state law. [Here is a link to the complaint.](#)



City of Coachella Official Zoning Map

Zoning Districts



Legend

- City
- Sphere of Influence (LAFCO)
- General Plan Planning
- Tribal
- Planned Unit Development
- Rural Rancho (R-R)
- Suburban Neighborhood (S-N)
- Mobile Home (R-MH)
- General Neighborhood (G-N)
- Urban Neighborhood (U-N)
- Neighborhood Commercial (C-N)
- General Commercial (C-G)
- Regional Commercial (R-C)
- Downtown Transition (TR-PV)
- Downtown (DT-PV)
- Resort District (R-D)
- Urban Employment (U-E)
- Manufacturing Service (M-S)
- Heavy Industrial (M-H)
- Wrecking Yard (M-W)
- Open Space (O-S)
- Specific Plan



Source: City of Coachella and Riverside County
Date: July 2023



City of Coachella Zoning Districts

Permitted Areas - Sidewalk Vendors

- Residential Districts
Roaming Sidewalk Vendors permitted
- Non-Residential Districts
Stationary and Roaming Sidewalk Vendors permitted
- Public Parks
Stationary and Roaming Sidewalk Vendors permitted

DRAFT

**Densities, intensities, and prohibited uses shall be consistent with criteria in the airport land use compatibility plan for the Jacqueline Cochran Regional Airport, including applicable Countywide criteria that may exist at the time of project review. If the project is located in the Riverside County Airport Land Use Compatibility Plan zones, please see ALUCP and Coachella City Planning Staff for the most up-to-date regulations.*

