



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 28, 2024

5:00 PM – CLOSED SESSION

6:00 PM – REGULAR MEETING

In-Person Meeting
Location:

Coachella City Hall
Council Chamber
1515 Sixth Street
Coachella, CA

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

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

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

Or Telephone:

US: +1 669 900 6833

Webinar ID: 884 5727 1898

Passcode: 606140

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

- Public comments may be received **either 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. Audit 2022-23 Presentation - The Pun Group LLP
- [4.](#) Coachella Immigrant Families Recovery Program Update by Mission Asset Fund
- [5.](#) Proclamation - Riverside County Arts and Culture Month
6. Discussion on Field Allocation and Community Field Use Program

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

- [7.](#) Regular Meeting Minutes of February 14, 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

- [8.](#) Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of February 28, 2024, \$7,298,014.31
- [9.](#) Provide Staff Direction on Sponsorship Request received from Culturas Music-Arts for Their 11th Annual Women Rising Event in the amount of \$5,000
- [10.](#) Approve Resolution 2024-06 adopting the Local Hazard Mitigation Plan as Required by the Federal Disaster Mitigation and Cost Reduction Act 2000
- [11.](#) Award Amendment No. 2 to construction agreement with WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122 to extend their term through June 30, 2024
- [12.](#) Authorize the City of Coachella City Manager to Finalize and Execute a Cooperative Agreement between the City of Coachella and the Twenty Nine Palms Mission Indians For Improvements to Dillon Road and Authorize \$1,658,329.99 fund transfer from the General Fund (Fund 101) to Road Maintenance -Dillon Road (Fund 108)
- [13.](#) Award a Contract to Deckard Technologies, Inc., of San Diego, California, for Short Term Rental Monitoring, Compliance, Enforcement, and Tax Collection Services in the Amount of \$27,750
- [14.](#) Authorize City Manager to approve Change Order No. 1 and approve Notice of Completion for City Project No. LL-01 & LL-05, accept project as complete and direct City Clerk to record the Notice of Completion.
- [15.](#) Approve resolution 2024-07 authorizing application for Tropical Storm Hilary public assistance and designating agents to act on the City's behalf.
- [16.](#) Authorize the City Manager to Execute Extra Work with Dudek for Total Compensation not to Exceed \$407,215.00 in Calendar Year 2024.
- [17.](#) Authorize the City Manager to sign the “Software as a Service Agreement” with Tyler Technologies, Inc.
- [18.](#) Authorize a Community-Based Grant to Líderes Campesinas in the Amount of \$5,000 to Fund Travel Expenses to the State Capitol for Legislative Advocacy Efforts

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [19.](#) Provide staff direction on sponsorship request received from Celebration Nation Inc for the 2024 Farmchella event, in the amount of \$30,000.
- [20.](#) Approve a Commercial Corridor Façade Improvement Grant Program in the Amount of One-Million Dollars (\$1,000,000) from the General Fund to Beautify and Revitalize Commercial Properties Along Cesar Chavez Street Between Avenue 52 and Sixth Street
- [21.](#) Adopt Resolution No. 2024-08 Authorizing the City of Coachella to Make a Funding Commitment in Support of the Blue Zones Project Riverside County Initiative Sponsored by Riverside University Health System and Authorize the City Manager to Execute the Funding Commitment Agreement in the Lump Sum Amount of \$200,000

22. Proposal for Coachella Sanitary District Headworks Screening Improvements for on-call Professional Services with Dudek in the amount of \$144,825.00.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

23. 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 (Continued from February 14, 2024)

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



February 28, 2024

Coachella Immigrant Families Recovery Program (IFRP)



Meet the presenter



Joanna Cortez Hernandez

Chief Innovation Officer

Immigrant Families Recovery Program

COVID devastated their financial lives, forcing **immigrant families** to use all their savings and drive up debts. The City of Coachella and MAF partnered to create Coachella IFRP to help immigrant families in the city **rebuild** their financial lives **faster**.





Financial Support

140 immigrant families will receive **\$400** monthly for up to **24** months.



Financial Services

Including group, peer, and one-on-one **financial education** with a **self-advocacy** lens.



Evaluation

Developing evidence to show the **impact** of serving the specific **needs of immigrant** families.

Program highlights

Partnerships

San Mateo County, Daly City, and the City of Coachella.



Participants

Data points collected on 140 families participating in the program.



Disbursements

\$734,800 has been disbursed in Coachella so far.





Coachella Insights



In Coachella, the average participant household earns \$2,700 per month for four people.

Age

20 – 29 **13%**

30 – 39 **42%**

40 – 49 **32%**

50+ **13%**

Tax ID

SSN **43%**

ITIN **43%**

None **14%**

Challenges

Unbanked **53%**

Late Bills **34%**

Uninsured **26%**

Credit Invisible **18%**

Among the Coachella cohort at the beginning of the program...



29% either skipped meals or ate less



25% had their utilities shut off due to late bills



20% had no assets (car, home, etc.)

In the Coachella cohort:

- **Missed COVID relief totaling \$844,400 in direct federal stimulus payments.**
 - This is about ~ \$10,600 per family
- **26% receive no government benefits at all.**
 - This increases to 34% among those without an SSN.
- **29% receive support from WIC**
- **<5% receive assistance from other social safety net programs**



Using every tool to meet their financial needs



49% negotiated rental payments with their landlords



10% sold assets & personal items to pay their bills



57% relied on loans from friends & family

Mobilizing communities through research

MAF's IFRP research is ongoing and evolving. It is rooted in the lived experiences of immigrants, providing valuable insights for shaping conversations at various levels.

Stay tuned for an upcoming invitation to our next IFRP webinar in March. Meanwhile, explore our blogs and past webinar recordings for insights as we strive to **build a fair and just world for the families we serve.**



STAY CONNECTED



www.missionassetfund.org/ifrp/



[@MissionAssetFund.org](https://www.facebook.com/MissionAssetFund.org)



[@MAFpajarito](https://twitter.com/MAFpajarito)



[@MissionAssetFund](https://www.instagram.com/MissionAssetFund)



Item 4.



Thank you!

PROCLAMATION
TO RECOGNIZE AND HONOR
*Riverside County Arts &
Culture Month*

WHEREAS, Riverside County has emerged as a leader in Arts and Culture;
and

WHEREAS, the encouragement of local artists and the steadfast support of
the arts community are deemed essential for elevating the quality of life in
Riverside County and fostering economic stimulation through tourism, arts
and innovation; and

WHEREAS, our vibrant arts and culture scene has been cultivated through
extensive partnerships with local nonprofits, private corporations, cities, and
strategic allies, collectively contributing to Riverside County's leadership in
the arts; and

WHEREAS, a cultural landscape that bolsters the arts and culture
community in Riverside County is crucial not only for promoting tourism
throughout the County but also for enriching the lives of our residents; and

WHEREAS, the County of Riverside values a dynamic atmosphere that
fosters innovation, education, and outreach within the local art community,
recognizing these as vital components for the success, health, and
advancement of our county.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND
ORDERED** that the City Council of the City of Coachella do hereby
proclaim the month of March 2024 as “Riverside County Arts & Culture
Month” to continue encouraging the arts in our communities and the region.

RIVERSIDE COUNTY
ARTS &
CULTURE
MONTH



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

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,

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COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,

COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

February 14, 2024

5:00PM – 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</p> <p>Or One tap mobile : 16699006833,,88457271898#,,, *606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>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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CALL TO ORDER: - 5:00 P.M.

ROLL CALL:

Mayor Hernandez received notice from Councilmember Galarza that he will not be attending Closed Session.

Present: Councilmember Dr. Figueroa, Councilmember Delgado (arrived at 5:02 p.m.), Councilmember Galarza (arrived at 6:00 p.m), and Mayor Hernandez

City Clerk Zepeda, City Treasure Aviles via Zoom

Absent: None

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”

City Manager Martin requested moving item #4 RCTC Presentation to the March 27, 2024 City Council meeting.

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 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.

The City Council reconvened into open session at 6:00 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Martin led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

City Attorney Campos made the announcement regarding item 2 in Closed Session. The City Council approved and gave direction to initiate litigation, the specifics were disclosed.

PROCLAMATIONS/PRESENTATIONS:

3. Project Update: Pavement Management Systems

The Council provided staff direction.

4. Riverside County Transportation Commission (RCTC) Traffic Relief Plan Presentation

This item was moved to the March 27, 2024 City Council meeting.

WRITTEN COMMUNICATIONS:

City Clerk Zepeda said that she had written comments for item #13 and under Public Comments.

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 ($\frac{3}{4}$ " 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)

Motion: To approve the Consent Calendar.

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

Motion: To approve staff recommendation.

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

Motion: To approve staff recommendation.

Made by: Councilmember Galarza

Seconded by: Councilmember Dr. Figueroa

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

Mayor Hernandez opened the public hearing at 6:39 p.m. and closed it at 6:39 p. m. with no public comment.

Motion: To approve staff recommendation.

Made by: Councilmember Galarza

Seconded by: Mayor Hernandez

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

Mayor Hernandez thanked everyone who participated in the process as well as the Planning Commission.

Mayor Hernandez opened the public hearing at 7:01 p.m and the public hearing was closed at 7:09 p.m.

City Clerk Zepeda mentioned that she received two emailed public comments from Alejandro Meza Aguilar and Ellen Reese that came in on February 13, 2024 in favor of this item.

Alejandro Meza Aguilar, Bryan Lopez (Taco Titan) via Zoom, Manuel Montano, Ignacio Velasquez, provided public comments on this item.

Motion: To continue this item.

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: 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.

Manuel Montano (CVSL President), Ignacio Velasquez, Porfirio Burgoin, Marco Zamudio (CVSL VP) who put a petition together and collected 489 parent signatures, Pedro Sanchez, Julian Plascencia, made comments regarding the fields at Rancho Las Flores.

City Clerk Zepeda mentioned that she had one more written public comment sent on January 24, 2024 from Francis Fernandez, Senior Public Affairs Specialist/Media Coordinator from South Coast Air Quality. Because it is under the 240 words, she read the comment for the record she also attached a flier.

Mayor Hernandez closed the public comment.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

Councilmember Figueroa had his Mosquito Vector Control meeting this week. He reminded people that with all the rain they had, make sure to toss out any water because mosquitoes do breed. He recommending for the City Manager to set up a tour at the Mosquito Vector Control office to see how the City can partner with them. He toured the Legacy Borrego DAP Health Clinic today and he want to make sure how they can emphasize the usage of that clinic. He attended the CVAG Public Safety meeting week. He took a tour of the Indio Public Safety Campus. He has some items for Mayor Pro Tem Virgen about the Women's Conference and he will email them to her.

Councilmember Delgado mentioned that back to the small business policy or ordinance, she requested for the City Manager Martin to bring this back to the Council. She has been asking for three years. There is \$500,000 to support the small business community. She would like to put together how they can distribute it. Like Councilmember Virgen, she has spent a lot of time on it. There are some folks here who participated in the small business community meeting. Some businesses were hit hard during the pandemic. These are serious issues that were affected. Councilmember was part of this discussion too. She would like to meet with City Manager Martin. She made comments regarding the soccer league.

Councilmember Galarza made comments regarding the soccer leagues. He requested a comparison between the two leagues and noticed that there was no equality. He reviewed the information with the public. He requested

further discussion prior to implementing taking away Saturdays from CVSL. He would like discussion at the next City Council meeting.

Mayor Pro Tem Virgen expressed her concern and said that the council wants to collaborate with the leagues and bring back the policy. She thanked the leagues for attending the meeting and talking with the Council. She welcomed them to meet with the Council at another time regarding this topic or other topics. She requested two items for placement on an agenda (not necessarily in March). 1. See where there is City land and find how the City can partner with different agencies and organizations about utilizing some of that land for an early childhood education center. 2. For staff or Council to participate to put a list of priorities i.e. identifying housing or parks or economic development projects. She will follow up with City Manager Martin

Mayor Hernandez thanked everyone present. He shared the history of the leagues. It is important for there to be fairness and equality between the two leagues. The Council needs to be fair across the board. They also need to consider the well-maintained fields. The fields need to take a break from being used. He wished everyone Happy Valentines.

City Manager's Comments.

ADU workshop on March 7, 2024.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:45 p.m.

Angela M. Zepeda
City Clerk

apChkLst
01/18/2024 2:52:29PM

Check List
City of Coachella

Page: 1

Item 8.

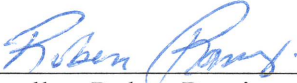
Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
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T FOR WELLS FARGO BANK -SEPARATE CHECK:							34,215.47

1 checks in this report.

Grand Total All Checks: 34,215.47

Date: **December 6, 2023**



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
02/20/2024 5:13:39PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1839	1/9/2024	48066 US BANK	Sta 12/26/23	12/26/2023	ACC XXXX-XXXX-XXXX-0925,	31,253.97	31,253.97
F FOR WELLS FARGO BANK -SEPARATE CHECK:							31,253.97

1 checks in this report.

Grand Total All Checks: 31,253.97

Date: January 9, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin


Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1799	1/18/2024	52344	QUADIENT FINANCE USA, INC	12/12/23	12/12/2023 NOV/DEC2023 POSTAGE BY F	3,114.76	
			CD 10/12/23	10/12/2023	10/12/2023 SEP/OCT2023 POSTAGE BY F	3,000.00	
			CD 1/12/24	1/12/2024	1/12/2024 JAN2024 POSTAGE BY PHON	1,138.51	
			CD 11/12/23	11/12/2023	11/12/2023 LATE FEE	84.94	7,338.21
T FOR WELLS FARGO BANK -SEPARATE CHECK:							7,338.21

1 checks in this report.

Grand Total All Checks: 7,338.21

Date: January 18, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
01/30/2024 4:21:10PM

Check List
City of Coachella

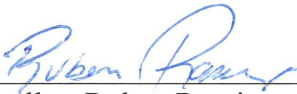
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1 checks in this report.

Grand Total All Checks: 102,642.96

Date: January 30, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
01/30/2024 4:34:13PM

Check List
City of Coachella

Page: 1

Item 8.

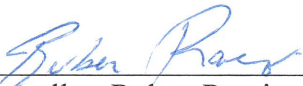
Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1820	1/30/2024	54776	WILMINGTON TRUST N. A.	Feb2024	1/4/2024 CWA WATER REV REFUNDIN	57,694.81	57,694.81
F FOR WELLS FARGO BANK -SEPARATE CHECK:							57,694.81

1 checks in this report.

Grand Total All Checks: 57,694.81

Date: January 30, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
01/29/2024 1:32:47PM

Check List
City of Coachella

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Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1801	1/31/2024	54859	AMAZON CAPITAL SERVICES, 1HN4-XDTJ-1X1	10/24/2023	MICROSOFT SURFACE BOOK	2,033.17	
			1JCG-TKKP-MD	1/11/2024	WD SE 6TB DATACENTER HA	139.59	
			11JG-WYG3-4C	12/18/2023	GOVERNMENTAL ACCOUNTII	41.55	2,214.31
1802	1/31/2024	49989	ANDREAS LLC	87142	1/22/2024 GARAGE SALE SIGNS	2,566.75	2,566.75
1803	1/31/2024	53291	ANGENIOUS ENGINEERING	19-07A-038	12/31/2023 PE12/31 AVE 50 BRIDGE	58,268.52	
				19-07B-034	12/31/2023 PE12/31 SR-86/AVE 50 INTER	1,273.40	59,541.92
1804	1/31/2024	55170	AQUATIC INFORMATICS INC.	107516	1/9/2024 LINKO MAINT SVCS (12)	2,775.00	2,775.00
1805	1/31/2024	42837	ARAMARK UNIFORM & CARE	DEC2023 GRFT	1/11/2024 PE12/31 UNIFORMS	21.96	21.96
1806	1/31/2024	45929	BECK OIL, INC.	97544CL	1/15/2024 PE1/15 GRAFFITI DEPT FUEL	169.42	
				96966	1/11/2024 DIESEL FUEL	813.52	
				97483CL	1/15/2024 PE1/15 WATER DEPT FUEL	1,285.53	
				97486CL	1/15/2024 PE1/15 PARKS DEPT FUEL	175.16	
				97481CL	1/15/2024 PE1/15 STREETS DEPT FUEL	371.71	
				97477CL	1/15/2024 PE1/15 LLMD DEPT FUEL	163.80	
				97524CL	1/15/2024 PE1/15 ADMIN DEPT FUEL	37.65	
				97523CL	1/15/2024 PE1/15 BLDG MAINT DEPT FL	86.73	
				97518CL	1/15/2024 PE1/15 SANITARY DEPT FUEL	1,211.91	
				97509CL	1/15/2024 PE1/15 CODE ENF DEPT FUE	326.78	
				97501CL	1/15/2024 PE1/15 SENIOR CNTR FUEL	293.10	
				97500CL	1/15/2024 PE1/15 VEHICLE MAINT DEPT	225.23	5,160.54
1807	1/31/2024	02320	CALPERS	1000000174210	1/16/2024 #6373819375, FEB2024 HEAL	129,123.25	
				1000000174210	1/16/2024 #6373819375, FEB2024 HEAL	14,277.88	143,401.13
1808	1/31/2024	53627	CANNON DESIGN, INC.	233797	1/18/2024 PE12/31 FIRE STATION REHA	7,832.00	7,832.00
1809	1/31/2024	01856	CARROT-TOP INDUSTRIES IN	INV123249	10/27/2023 3X5' FLAG POLE HEM & FRIN	675.30	675.30
1810	1/31/2024	43672	DESERT VALLEY SERVICES IN	625918	1/23/2024 CLEANER DEODORIZER PINE	28.99	28.99
1811	1/31/2024	44713	FARMER BROTHERS CO.	95674917	1/22/2024 COFFEE, CREAMER & CUPS	1,024.37	
				95674918	1/22/2024 CREAMER	36.35	1,060.72
1812	1/31/2024	00207	GRAINGER INC	9962956158	1/15/2024 PAPER SHREDDER	115.87	115.87
1813	1/31/2024	00996	HOME DEPOT	5010039	1/22/2024 BLK PVC BOOTS	60.51	
				7060820	12/1/2023 JM ANVIL 8-24FT FIBRG, ETC	166.32	226.83
1814	1/31/2024	44957	INTERWEST CONSULTING GF	208804	1/5/2024 DEC2023 BLDG & SAFETY PL	2,880.00	2,880.00
1815	1/31/2024	51559	MORIN, JR, HECTOR	Reimb	1/23/2024 JAN2024 DOT PHYSICAL REI	100.00	100.00
1816	1/31/2024	31705	RIVERSIDE COUNTY FIRE DE	235223	12/22/2023 FY23/24- 1ST QTR FIRE PRO	880,109.42	880,109.42
1817	1/31/2024	32950	SAFETY-KLEEN SYSTEMS, IN	93365502	12/29/2023 12/27 SVC	283.00	283.00

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1818	1/31/2024	54272	WILLDAN	002-30565	1/10/2024	DEC2023- BLDG AND SAFETY	23,730.00
				002-30566	1/10/2024	DEC2023- INSPECTION SVCS	210.00
							23,940.00
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:	1,132,933.74

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
118543	1/31/2024	48977	ADT COMMERCIAL	153405101	1/2/2024	FEB2024 ALARM/EXT SVC PL	1,297.26	
				153405102	1/2/2024	FB-AP2024 ALARM/EXT SVC I	680.41	
				153405103	1/2/2024	FB-AP2024 ALARM/EXT SVC I	252.88	
				153405100	1/2/2024	FB-AP2024 ALARM/EXT SVC I	470.94	
				153405104	1/2/2024	FEB2024 CELL/EXT SVC PLN,	34.97	
				153405105	1/2/2024	FB-AP2024 ALARM/EXT SVC I	196.04	2,932.50
118544	1/31/2024	55541	ALL DOOR TECH	2056	1/11/2024	1/4 SVC CALL- CORP YARD M	698.38	698.38
118545	1/31/2024	53621	ALL THE RIGHT CONNECTION	7798	1/16/2024	WE 1/14: DIAZ COYT ESPINO	2,944.00	
				7819	1/23/2024	WE 1/21: DIAZ COYT ESPINO	3,864.00	6,808.00
118546	1/31/2024	52722	AMERICAN OUTREACH FOUN	2023	1/16/2024	COMMUNITY BASED GRANT	1,000.00	1,000.00
118547	1/31/2024	55170	AQUATIC INFORMATICS INC.	107297	1/8/2024	SEDARU PLATFORM USER S	6,480.00	6,480.00
118548	1/31/2024	54517	BLACK KNIGHT TECHNOLOGI	10311093	1/15/2024	DEC2023 SITXPRO SBSCRPT	250.00	250.00
118549	1/31/2024	44494	BURRTEC WASTE & RECYCLIBD	1/1/24	1/1/2024	AC 44-BS 405340, 85075 AVE	65.38	65.38
118550	1/31/2024	02048	CDW GOVERNMENT, INC.	LK97752	8/20/2023	TRIPP 6FT POWER CORD	43.37	
				NZ66904	1/11/2024	KENSINGTON PRO FIT ERGC	60.68	
				NZ83851	1/12/2024	KENSINGTON PRO FIT ERGC	161.82	265.87
118551	1/31/2024	55591	CICCS TRUST	2024-1	1/8/2024	JAN2024 CICCS TRUST EAP	171.90	171.90
118552	1/31/2024	07950	CITY OF COACHELLA	Dec 2023	12/31/2023	DEC2023 WATER- ST, PARKS	44,584.52	
				Dec 2023-LLD's	12/31/2023	DEC2023 WATER- LLD'S	11,252.77	55,837.29
118553	1/31/2024	53220	COACHELLAACE HARDWARE	6172/1	10/21/2023	GRAFFITI REMOVER, ETC	48.35	
				6412/1	12/8/2023	ACE UTILITY & GARDEN GLO	113.03	
				6514/1	1/4/2024	AIR FRESHNER REFILL & HLI	51.05	
				6557/1	1/11/2024	DSP GLOVE NIT & BEANIE	51.08	
				6575/1	1/16/2024	WD SCREW, COUPLE 1/2" SX	30.96	
				6563/1	1/11/2024	BLANK KEY 66/KW1 EAGLE, E	24.54	
				6439/1	12/14/2023	PLASTIC PAIL & MAG TORPEI	17.38	336.39
118554	1/31/2024	00689	COACHELLA VALLEY CHAPTE	2024	1/23/2024	2024 ICC MEMBERSHIPS (4)	100.00	100.00
118555	1/31/2024	44959	COMPUTER CONSULTANTS, I	37734	1/12/2024	6TB SEAGATE 3.5" HARD DRI	265.35	265.35
118556	1/31/2024	11800	COUNTY OF RIVERSIDE	AN0000002841	1/17/2024	DEC2023 ANL SHLTR+FIELD+	36,020.20	36,020.20
118557	1/31/2024	48603	CV STRATEGIES	7691	12/7/2023	NOV2023 STRATEGIC COMM	677.50	
				7729	1/4/2024	DEC2023 STRATEGIC COMM	8,537.00	
				7727	1/4/2024	POSTCARDS: LLMD	1,032.85	
				7693	12/7/2023	NOV2023 STRATEGIC COMM	1,735.00	
				7726	1/4/2024	DEC2023 STRATEGIC COMM	1,067.50	13,049.85
118558	1/31/2024	09950	CVWD	Fees	1/23/2024	PLAN CK FEES- AVE 50 BRID	1,806.00	1,806.00

Bank : wfb WELLS FARGO BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118559	1/31/2024	54602	DE FRANCISCO SHEK, ANDRI22002	1/12/2024	COACHELLA MAYAN AZTEC L	300.00	
			22003	1/12/2024	SENIOR OF THE YEAR BILLB	300.00	600.00
118560	1/31/2024	54742	DELARA, ANTONIO Reimb	1/18/2024	JAN2024 DOT PHYSICAL REIM	100.00	100.00
118561	1/31/2024	42761	DEPT OF ENVIRONMENTAL H IN0499826	1/11/2024	FAC #FA0029626, BGDMA COI	763.00	763.00
118562	1/31/2024	53007	DESERT PROMOTIONAL & 95066	10/24/2023	POLOS W/ EMBROIDERY	226.20	
			95512	11/27/2023	POLO W/ EMBROIDERY	28.28	254.48
118563	1/31/2024	55042	EAGLE TRUCK WASH C0000332893	1/10/2024	1/10 BUS WASH	64.35	64.35
118564	1/31/2024	15750	FEDEX 8-327-67495	11/24/2023	NOV2023 FEDEX SVCS	110.25	
			8-355-90184	12/22/2023	DEC2023 FEDEX SVCS	54.54	164.79
118565	1/31/2024	51604	FRONTIER 3919370-JL23	7/9/2023	760/391-9370, 7/9/23	303.57	303.57
118566	1/31/2024	51494	GARDA CL WEST, INC. 20591374	12/31/2023	DEC2023 EXCESS LIABILITY/I	80.23	
			20591385	12/31/2023	DEC2023 EXCESS PREMISE	34.90	115.13
118567	1/31/2024	55593	GLOBAL INDUSTRIAL 121442057	1/18/2024	INTERION FLIP-TOP TRAININ	264.71	264.71
118568	1/31/2024	55592	GODINEZ, MARTIN Scholarship	1/16/2024	2023 CVSL SCHOLARSHIP- A.	35.00	
			Scholarship	1/16/2024	2023 CVSL SCHOLARSHIP- M	35.00	70.00
118569	1/31/2024	25500	GRANITE CONSTRUCTION C02630909	12/14/2023	SS1-H TON	713.74	713.74
118570	1/31/2024	54740	HEPTAGON SEVEN CONSULT20240103	1/25/2024	PE1/25 ENG SVCS @ BGDMA	10,670.00	10,670.00
118571	1/31/2024	55303	IDS GROUP, INC. 23X047.00-3	12/29/2023	PE12/13 LIBRARY ANNEX SVC	26,997.50	26,997.50
118572	1/31/2024	20450	IMPERIAL IRRIGATION DISTRI50387122-DC23	1/8/2024	AC50387122, 12/1-1/3, SEWEF	53,394.15	
			50884868-NV/D0	12/15/2023	AC50884868, 11/15-12/13, 857	136.14	
			50884869-NV/D0	12/19/2023	AC50884869, 11/15-12/13, 857	311.79	
			50884870-NV/D0	12/19/2023	AC50884870, 11/15-12/13, 897	457.11	
			MdDC-MdJA	1/16/2024	MID DECEMBER-MID JANUAF	60,662.90	114,962.09
118573	1/31/2024	51600	IRC, INC. 2023120028	1/1/2024	DEC2023 PRE-EMPLOYMENT	225.00	225.00
118574	1/31/2024	42444	JERNIGANS SPORTING GOO[Sta 12/31/23	12/31/2023	DEC2023 EMPLOYEE WORK I	396.92	396.92
118575	1/31/2024	48293	KOA CORPORATION JB92071-41	1/17/2024	PE12/29 AVE 50 IMPROVEMEI	6,380.00	6,380.00
118576	1/31/2024	24250	LEAGUE OF CALIFORNIA CITI INV-11800-F0GE	1/1/2024	2024 MEMBERSHIP DUES	17,480.00	17,480.00
118577	1/31/2024	55564	LOCKS AROUND THE CLOCK, 48643	6/16/2023	OPENED SAFE @ 86625 AIRP	400.00	400.00
118578	1/31/2024	24600	LOPES HARDWARE 598	1/10/2024	CHAINS	65.12	65.12
118579	1/31/2024	54971	LUA, ANGEL GRANILLO 0004	1/1/2024	OCT-DEC2023 ENGLISH INST	2,040.00	2,040.00
118580	1/31/2024	52757	OLLIN STRATEGIES 224	12/15/2023	DEC2023 CONSULTING SVCS	5,000.00	
			230	1/15/2024	JAN2024 CONSULTING SVCS	5,000.00	10,000.00

Bank : wfb WELLS FARGO BANK

(Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
118581	1/31/2024	47192	O'REILLY AUTO PARTS	2855-224243	12/14/2023	MINI LAMP	2.01	
				2855-223951	12/13/2023	ALTERNATOR	205.97	
				2855-231611	1/8/2024	NEW CV SHFT	88.57	
				2855-231920	1/9/2024	PLASTIC BOND	11.41	307.96
118582	1/31/2024	53427	PASTION INDUSTRIES, INC.	042846	12/26/2023	JA-MA2024 FIRE ALARM/RAD	195.00	
				043105	1/18/2024	SMOKE DETECTOR TESTING	150.00	345.00
118583	1/31/2024	54812	PAX FITNESS REPAIR, LLC	2372	1/19/2024	INSTLL'D CUSTOM CABLES C	410.45	
				2373	1/19/2024	JAN2024 PREVENTATIVE MAI	225.00	635.45
118584	1/31/2024	02028	PETE'S ROAD SERVICE, INC.	24-0729131-00	1/16/2024	FLAT REPAIR	40.61	
				24-0726964-00	1/6/2024	DISMOUNT/MOUNT NEW TIR	646.03	
				24-0726346-00	1/4/2024	MOUNT/BALANCE NEW TIRE	552.17	1,238.81
118585	1/31/2024	01395	PJ'S DESERT TROPHIES & GII	26872	1/11/2024	RETIREMENT PLAQUE W/ EN	99.84	99.84
118586	1/31/2024	52596	PLANIT PRINT WORKS	928375	1/4/2024	SCANNED FILES/PLANS INTC	9,240.75	9,240.75
118587	1/31/2024	28000	POWERS AWARDS	156667	12/22/2023	VOLUNTEER OF THE YEAR A	189.54	189.54
118588	1/31/2024	42759	PROPER SOLUTIONS, INC.	15489	1/5/2024	WE 1/5: J. FERNANDEZ	729.41	
				15490	1/5/2024	WE 1/5: N. NOVOA	1,017.34	
				15509	1/12/2024	WE 1/12: J. FERNANDEZ	767.80	
				15510	1/12/2024	WE 1/12: N. NOVOA	1,535.60	
				15529	1/19/2024	WE 1/19: J. FERNANDEZ	1,094.12	
				15530	1/19/2024	WE 1/19: N. NOVOA	1,142.10	6,286.37
118589	1/31/2024	42547	RAP FOUNDATION/SNR INSP	,SIA2024-011	1/19/2024	3/28 SENIOR INSPIRATION AV	600.00	600.00
118590	1/31/2024	42443	RDO EQUIPMENT CO.	P9789445	1/10/2024	FUEL CAP	61.77	61.77
118591	1/31/2024	54500	RELIABLE TRANSLATIONS CC	26671	12/19/2023	12/19 PARK & REC MTG SVC	147.00	
				26770	1/12/2024	1/12 DOCUMENT TRANSLATI	75.00	
				26799	1/18/2024	1/18 DOCUMENT TRANSLATI	75.00	
				26815	1/17/2024	1/17 PLANNING COMM MTG S	392.00	689.00
118592	1/31/2024	48608	REYES COCA-COLA BOTTLIN	39490212023	1/17/2024	SOFT DRINKS & BOTTLED W.	1,420.18	1,420.18
118593	1/31/2024	54271	RIVERSIDE COUNTY OFFICE	2024-103	1/11/2024	5/19-21 ICSC (10X10 SPACE):	4,000.00	4,000.00
118594	1/31/2024	55229	RRM DESIGN GROUP	2939-01-1223	1/11/2024	DEC2023 DESIGN SVCS FOR	6,128.75	6,128.75
118595	1/31/2024	52991	S & D CAR WASH MANAGEM	ARB178876	12/31/2023	DEC2023 CAR WASH SERVIC	286.59	
				ARB176904	11/30/2023	NOV2023 CAR WASH SERVIC	377.46	664.05
118596	1/31/2024	55272	SALAS, LAWRENCE Y.	122023	12/31/2023	DEC2023 CITIZENSHIP CLAS	435.00	435.00
118597	1/31/2024	55590	STANDARD INSURANCE COM	Jan2024	12/14/2023	JAN2024 DENTAL/VISION/COI	7,571.20	7,571.20
118598	1/31/2024	00102	SUNLINE TRANSIT AGENCY	INV07466	12/31/2023	DEC2023 CNG FUEL	362.17	362.17

Bank : wfb WELLS FARGO BANK				(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118599	1/31/2024	36300	SWRCB FEES	WD-0234307	11/29/2023 #7A330104021, FY23/24 WDP	26,785.00		
				WD-0234431	11/29/2023 #7A330104032, FY23/24 WDP	26,785.00		
				WD-0234523	11/29/2023 #7SSO10520, FY23/24 WDP F	3,746.00		
				WD-0234673	11/29/2023 #7A330104012, FY23/24 WDP	18,751.00	76,067.00	
118600	1/31/2024	43837	TERRA NOVA PLANNING & RETN022206	1/1/2024	PE12/31 AIRPORT BUSINESS	2,711.25	2,711.25	
118601	1/31/2024	37600	THE DESERT SUN	0006077122	11/30/2023 NOV2023 PUBLISHED ADS	2,904.00	2,904.00	
118602	1/31/2024	55354	THE VAN DYKE CORPORATIO2 Final	12/20/2023	RETENTION- WATER METER	3,986.50	3,986.50	
118603	1/31/2024	38250	TOPS N BARRICADES	1104564	1/11/2024 1/5-10 CHNGBLE MSG SIGN F	1,680.00	1,680.00	
118604	1/31/2024	44978	TRI-STATE MATERIALS, INC.	109908	12/19/2023 DESERT GOLD DG BLENDED	7,787.81		
				109914	12/27/2023 DESERT GOLD DG BLENDED	9,547.42		
				110092	1/12/2024 DESERT GOLD DG BLENDED	6,374.84	23,710.07	
118605	1/31/2024	39640	VALLEY LOCK & SAFE	185072	1/11/2024 KEYS	21.04	21.04	
118606	1/31/2024	53173	VERIZON CONNECT NWF, INC(OSV0000032178	1/1/2024	DEC2023 GPS MONITORING :	1,084.73	1,084.73	
118607	1/31/2024	44966	VERIZON WIRELESS	9953077869	1/1/2024 AC371867190-00001, 12/2-1/1	6,242.90		
				9953077870	1/1/2024 AC371867190-00002, 12/2-1/1	314.71	6,557.61	
118608	1/31/2024	44775	VISTA PAINT CORPORATION	2024-300668-00	1/9/2024 NITRILE GLOVES	155.51	155.51	
118609	1/31/2024	49778	WEST COAST ARBORISTS, IN209684	12/19/2023	12/19 TREE MAINT @ LLMD	9,791.00		
				209686	12/28/2023 12/28 TREE MAINT @ LLMD	2,896.00		
				209683	12/18/2023 12/18 TREE MAINT @ LLMD	8,439.00	21,126.00	
118610	1/31/2024	54433	WEX ENTERPRISE EXXONMC94661800	1/23/2024	ACC 0496-00-726338-7, 12/24-	2,037.13	2,037.13	
118611	1/31/2024	42100	ZUMAR INDUSTRIES INC	46161	1/17/2024 36" FLASHER RING & 20W BA	3,868.78	3,868.78	
Sub total for WELLS FARGO BANK:							505,302.97	

87 checks in this report.

Grand Total All Checks: 1,638,236.71

Date: January 31, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
02/12/2024 10:28:01AM

Check List
City of Coachella

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Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118612	2/14/2024	55582	BERNARD MACK	Ref000240875	2/1/2024	UB Refund Cst #00056905	160.66	160.66
118613	2/14/2024	55583	BRECKENRIDGE PROPERTY I	Ref000240879	2/1/2024	UB Refund Cst #00057115	16.24	16.24
118614	2/14/2024	55615	CASTRO MHP, LLC	Ref000240882	2/1/2024	UB Refund Cst #00057328	62.09	62.09
118615	2/14/2024	55596	CASTRO, FERNANDO J	Ref000240858	2/1/2024	UB Refund Cst #00015975	6.97	6.97
118616	2/14/2024	55611	DARAWAL, ASSAD	Ref000240876	2/1/2024	UB Refund Cst #00056970	64.67	64.67
118617	2/14/2024	55620	DE LUNA MARTINEZ, MONICA	Ref000240888	2/1/2024	UB Refund Cst #00057573	78.97	78.97
118618	2/14/2024	55602	DIVERSITY WIRELESS PARTN	Ref000240864	2/1/2024	UB Refund Cst #00055099	910.30	910.30
118619	2/14/2024	55587	DR HORTON	Ref000240883	2/1/2024	UB Refund Cst #00057391	22.05	22.05
118620	2/14/2024	55604	DR HORTON	Ref000240867	2/1/2024	UB Refund Cst #00055846	41.46	41.46
118621	2/14/2024	55608	DR HORTON	Ref000240872	2/1/2024	UB Refund Cst #00056663	57.14	57.14
118622	2/14/2024	55610	DR HORTON	Ref000240874	2/1/2024	UB Refund Cst #00056673	27.55	27.55
118623	2/14/2024	55616	DR HORTON	Ref000240884	2/1/2024	UB Refund Cst #00057396	44.45	44.45
118624	2/14/2024	55617	DR HORTON	Ref000240885	2/1/2024	UB Refund Cst #00057529	43.15	43.15
118625	2/14/2024	55618	DR HORTON	Ref000240886	2/1/2024	UB Refund Cst #00057530	41.89	41.89
118626	2/14/2024	55619	DR HORTON	Ref000240887	2/1/2024	UB Refund Cst #00057532	18.94	18.94
118627	2/14/2024	55609	FLORES, NOEL	Ref000240873	2/1/2024	UB Refund Cst #00056666	49.37	49.37
118628	2/14/2024	55599	FRANCO, JUAN	Ref000240861	2/1/2024	UB Refund Cst #00047526	98.21	98.21
118629	2/14/2024	55622	GASPARIAN, SVETLANA	Ref000240890	2/1/2024	UB Refund Cst #00057639	51.15	51.15
118630	2/14/2024	55576	MCMANAWAY, KENNETH	Ref000240865	2/1/2024	UB Refund Cst #00055538	159.08	159.08
118631	2/14/2024	55585	NPL CONSTRUCTION	Ref000240880	2/1/2024	UB Refund Cst #00057319	106.58	106.58
118632	2/14/2024	55598	PENALBER, DORENE	Ref000240860	2/1/2024	UB Refund Cst #00042905	30.56	30.56
118633	2/14/2024	55601	PULTE GROUP INC	Ref000240863	2/1/2024	UB Refund Cst #00054160	66.69	66.69
118634	2/14/2024	55605	PULTE GROUP INC	Ref000240868	2/1/2024	UB Refund Cst #00055872	71.02	71.02
118635	2/14/2024	55606	PULTE HOME	Ref000240869	2/1/2024	UB Refund Cst #00055888	80.62	80.62
118636	2/14/2024	55603	PULTE HOME CO LLC	Ref000240866	2/1/2024	UB Refund Cst #00055602	29.99	29.99
118637	2/14/2024	55612	PULTE HOME CO LLC	Ref000240877	2/1/2024	UB Refund Cst #00057010	33.68	33.68
118638	2/14/2024	55613	PULTE HOME CO LLC	Ref000240878	2/1/2024	UB Refund Cst #00057012	44.87	44.87
118639	2/14/2024	55514	PULTE HOMES	Ref000240871	2/1/2024	UB Refund Cst #00056418	9.09	9.09
118640	2/14/2024	55607	PULTE HOMES	Ref000240870	2/1/2024	UB Refund Cst #00056016	70.14	70.14
118641	2/14/2024	55621	REHFELD, DEAN	Ref000240889	2/1/2024	UB Refund Cst #00057577	50.12	50.12
118642	2/14/2024	55597	ROMERO, ESPERANZA	Ref000240859	2/1/2024	UB Refund Cst #00031820	70.09	70.09
118643	2/14/2024	55600	SILVA, GUADALUPE	Ref000240862	2/1/2024	UB Refund Cst #00052260	51.92	51.92
118644	2/14/2024	55614	VARELA-MAGANA, JHOANNA	Ref000240881	2/1/2024	UB Refund Cst #00057326	25.55	25.55
118645	2/14/2024	55623	WALKER LAND COMPANY LLC	Ref000240891	2/1/2024	UB Refund Cst #00057679	84.86	84.86

Sub total for WELLS FARGO BANK: 2,780.12

34 checks in this report.

Grand Total All Checks: 2,780.12

Date: **February 14, 2024**



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1821	2/14/2024	54859	AMAZON CAPITAL SERVICES,	1CTM-69TC-W3	10/4/2023	APC UPS 1500VA SINE WAVE	1,993.68
				1LHL-T3GR-VRI	1/26/2024	ASUS ROG STRIX Z790-E GA	772.05
				17FW-34ML-36C	11/28/2023	RECHARGEABLE PAR LIGHTS	712.28
				13KK-V139-TND	1/26/2024	CORSAIR ICUE 7000X RGB FI	445.85
				1JDD-9F67-1W6	11/28/2023	ADJ MYDMX3.0 DMX CONTR	291.86
				1K4X-4F74-7GK	1/14/2024	WAVLINK UNIVERSAL USB C	270.12
				17J4-CDN3-13LI	11/16/2023	SEAOCLOUD HARD DRIVE BO	263.81
				1GT6-146V-93JI	9/6/2023	NUDELL 21202 LEATHERETTI	262.50
				14V4-7PWW-NM	9/29/2023	FRIGIDAIRE 4.5CU FT REFRIG	243.50
				1FMY-V777-M3V	11/12/2023	4PK TONER CARTRIDGES 20	195.74
				1CJK-1X3Q-1C9	1/31/2024	LOGITECH COMBO TOUCH IF	183.02
				1XKG-PDPW-GI	9/7/2023	NUDELL 21202 LEATHERETTI	175.00
				13TC-W7PK-NF	10/3/2023	HP 206A BLACK TONER CART	143.08
				1KXG-1MTC-6Q	11/24/2023	XLR-TO-USB DIGITAL INTERF	140.29
				1MQ9-1HFD-HY	10/11/2023	APPLIED CREDIT MEMO #16L	130.65
				1K46-PN1R-4F3	1/19/2024	PALMTREE COMPATIBLE TON	123.80
				1KLX-7MHF-YP	10/1/2023	LOGITECH MX MASTER 2S W	70.52
				1F3J-CQPK-799	11/24/2023	COREL WORDPERFECT OFF	66.93
				1NFV-H3XR-4M	1/19/2024	SUNEE CERTIFICATE HOLDE	55.72
				1CCQ-DF3Q-7X	10/27/2023	2X10 ALUM DESK NAME PLA	41.08
				1RX9-1DJ9-17V	9/25/2023	AVERY TENT CARDS	33.97
				1K7N-9C7L-TK6	10/30/2023	WEEKLY PLANNER NOTEPAC	23.25
				1YXJ-FHN1-1D9	1/22/2024	DURACELL COPPERTOP AA E	18.99
							6,657.69
1822	2/14/2024	49486	BRC CONSTRUCTION	202410016	1/11/2024	CATCH BASINS REGRADING	48,000.00
				202410017	1/11/2024	CATCH BASINS REGRADING	39,000.00
				202410015	1/11/2024	SPILLWAY RECONSTRUCTIO	29,500.00
				202410026	1/16/2024	RPR'D FENCE/FOOTINGS @	7,100.00
				202410018	1/11/2024	INSTLL'D BENCHES @ DIST 1	2,500.00
							126,100.00
1823	2/14/2024	43862	BRENNTAG PACIFIC, INC	BPI400899	1/12/2024	CHEMCHLOR SODIUM HYPO	4,146.32
							4,146.32
1824	2/14/2024	00749	COUNTY OF RIVERSIDE	SH0000044838	1/18/2024	11/16-12/13 LAW ENFORCEMI	724,453.70
				SH0000044839	1/18/2024	11/16-12/13 LAW ENFORCEMI	11,457.62
							735,911.32
1825	2/14/2024	49858	CV PIPELINE CORP.	S3343	1/18/2024	1/17 VIDEO PIPE INSPECTION	855.00
							855.00

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1826	2/14/2024	43672	DESERT VALLEY SERVICES INC	625750	1/22/2024	NAPKIN DISP, TISSUE TOILET	1,868.34	
				625253	1/16/2024	S/O VAC UPRIGHT CORDLES	309.94	
				624701	1/10/2024	TOWEL ROLL	136.37	
				625397	1/17/2024	NITRILE GLOVES	85.92	
				624525	1/9/2024	HAND SOAP	32.49	
				624550	1/9/2024	HAND SOAP	32.49	
				625245	1/16/2024	HAND SOAP	32.49	
				623928	1/3/2024	S/O REPLAC KEY BOBRICK	7.60	2,505.64
1827	2/14/2024	02152	ENVIRONMENTAL RESOURCE	063106	1/16/2024	DISSOLVED OXYGEN, TOTAL	643.52	643.52
1828	2/14/2024	44713	FARMER BROTHERS CO.	95674958	1/29/2024	COFFEE & CREAMER	468.71	468.71
1829	2/14/2024	00207	GRAINGER INC	9964462056	1/16/2024	JAW COUPLING INSERT	42.03	42.03
1830	2/14/2024	00996	HOME DEPOT	6174632	1/11/2024	MAK 18V MULTI TOOL, 8PC V.	401.21	
				1102991	10/18/2023	HUSKY 7PC RATCHET WREN	195.54	
				0014636	1/17/2024	14" BLK UV RESIST CABLE TI	137.55	
				8013506	1/9/2024	APPLIED CREDIT #9124579	70.47	
				9013283	1/8/2024	ENERGIZER MAX C 8PK, ETC	43.15	
				91045	10/19/2023	PLC 32W 4FT T8 BRIGHT	42.35	890.27
1831	2/14/2024	54791	HYDROPRO SOLUTIONS, INC	54791	12/8/2023	PHOTOCELL REPEATER	683.38	683.38
1832	2/14/2024	48436	UNIVAR SOLUTIONS USA INC.	51766493	1/10/2024	SODIUM BISULFITE	7,852.52	7,852.52
1833	2/14/2024	54432	US BANK N.A.	2485058	1/8/2024	COACHELLA RDA SER 2016A	216,800.00	
				2485063	1/8/2024	RDA SUBORDINATE TAX ALLC	132,131.18	
				2485059	1/8/2024	COACHELLA RDA SER 2016B	116,581.25	
				2485062	1/8/2024	RDA SUBORDINATE TAX ALLC	36,123.67	501,636.10
1834	2/14/2024	50629	VINTAGE ASSOCIATES, INC	231615	1/15/2024	JAN2024 LNDSCPE MAINT @	12,700.00	
				231621	1/15/2024	JAN2024 LNDSCPE MAINT @	10,135.00	
				231619	1/15/2024	JAN2024 LNDSCPE MAINT @	5,300.00	
				231616	1/15/2024	JAN2024 LNDSCPE MAINT @	5,247.00	
				231622	1/15/2024	JAN2024 LNDSCPE MAINT @	4,900.00	
				231736	1/12/2024	INSTLL'D SLOAN GOLD 3/8 PI	3,360.00	
				230862	10/31/2023	RMV'D AGAVES @ RLF PARK	500.00	
				231106	11/15/2023	RPLC'D MASTER VALVE, ETC	400.00	
				231248	11/30/2023	INSTLL'D FLOWERS @ LIBRA	350.00	
				231145	11/22/2023	RPLC'D VALVES @ COUNTY I	330.00	43,222.00

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1835	2/14/2024	51697	WESTERN WATER WORKS S	1408211-00	1/10/2024	SOFT COPPER TUBING 100F	1,120.13
				1408185-00	1/8/2024	PVC PIPE, 6 EXT RANGE CPL	942.32
				1408190-00	1/8/2024	20"X500' DIP V-BIO POLYWRA	336.47
				1408185-01	1/8/2024	6 DI C153 MJXFLG ADAPTER	133.22
							2,532.14
1836	2/14/2024	53800	WILMINGTON TRUST N. A.	030124	1/29/2024	CFD 2018-1 SPEC TAX FD	134,207.15
1837	2/14/2024	53596	XTREME HEATING AND AIR	2501	1/15/2024	INSTLL'D COLOR PANELS W/	4,941.00
							4,941.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							1,573,294.79

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118646	2/14/2024	50148	AIR EXCHANGE, INC. 91610975	11/22/2023	INSTLL'D WIRELESS AND NE'	2,410.66	2,410.66
118647	2/14/2024	55142	AKEL ENGINEERING GROUP, 23959-02	12/20/2023	PE11/30 KPCC PROJECT STU	5,309.50	
			23974-02	7/20/2023	PE6/30 COA AIRPORT BUSINE	2,369.50	
			23974-01	5/19/2023	PE4/30 COA AIRPORT BUSINE	1,403.50	
			231006-04	12/20/2023	PE11/30 TRIPOLI PROJECT S'	803.00	9,885.50
118648	2/14/2024	55541	ALL DOOR TECH 1981	12/7/2023	INSTLL'D CONTROL BUTTON	11,781.45	11,781.45
118649	2/14/2024	53621	ALL THE RIGHT CONNECTION 7797	1/16/2024	WE 1/14: F. SILVA	1,177.60	
			7818	1/23/2024	WE 1/21: F. SILVA	772.80	1,950.40
118650	2/14/2024	54796	ALTA PLANNING + DESIGN, IN 304.0002023.07	1/25/2024	PE12/29 CONNECT COACHEL	40,377.85	40,377.85
118651	2/14/2024	01436	AMERICAN FORENSIC NURSE 78483	1/24/2024	OCT2023 DRY RUNS	109.38	109.38
118652	2/14/2024	43570	ASCAP 2024	12/20/2023	2024 ANNUAL FEE (ACC #500	434.00	434.00
118653	2/14/2024	42506	BURRTEC WASTE INDUSTRIES 1-2024	1/31/2024	SS1 FY23/24 REFUSE COLLE	1,511,779.84	1,511,779.84
118654	2/14/2024	46356	C.V. CONSERVATION COMMIS Nov 2023	2/1/2024	NOV2023 LDMF MULTI-SPECI	8,043.75	8,043.75
118655	2/14/2024	44451	CALIFORNIA BUILDING OFFIC 17206	1/31/2024	2024-25 MEMBERSHIP DUES-	245.00	245.00
118656	2/14/2024	53746	CANNABIZ CONSULTING GRCOT-DC 2023	1/24/2024	OT-DC2023 SOCIAL EQUITY S	22,300.00	22,300.00
118657	2/14/2024	02048	CDW GOVERNMENT, INC. PG27769	1/25/2024	SUR PRO9 I7/16/256 W11 BLU	1,738.23	
			LT17236	9/7/2023	HP LASERJET PRO 4001DN M	727.33	
			LT44919	9/7/2023	APC UPS REPLACEMENT BA	98.92	2,564.48
118658	2/14/2024	53220	COACHELLA ACE HARDWARE 6559/1	1/11/2024	TRIMMER LINE, GUMOUT ST/	148.94	
			6540/1	1/8/2024	ACE BAG 55GAL & DIPPED GI	98.89	
			6542/1	1/8/2024	HP MIX 2.6OZ	29.25	
			6543/1	1/8/2024	WOODCUTTER BAR CHAIN	24.99	
			6566/1	1/12/2024	FAST ACTING FUSE 6AMP	10.86	312.93
118659	2/14/2024	44213	COLLEGE OF THE DESERT 1019	1/18/2024	2/29 STATE OF THE COLLEGE	2,500.00	2,500.00
118660	2/14/2024	09650	CVAG Nov 2023	2/1/2024	NOV2023 TUMF FEES	12,750.00	
			CV24102-24	1/30/2024	PE10/28 ATP- ARTS AND MUS	4,573.98	
			CV24110-24	1/30/2024	PE12/30 ATP- ARTS AND MUS	2,620.08	
			CV24106-24	1/30/2024	PE11/25 ATP- ARTS AND MUS	1,240.42	21,184.48
118661	2/14/2024	09950	CVWD Dec 2023	1/1/2024	CN 332543, DEC2023 WELL R	33,562.18	33,562.18
118662	2/14/2024	50103	D&H WATER SYSTEMS I2023-1658	12/1/2023	VACUUM RELIEF SPRING, PII	855.38	
			I2023-1713	12/20/2023	VALVE BODY ASSEMBLY, ETC	757.25	1,612.63
118663	2/14/2024	12870	DEPARTMENT OF JUSTICE 710535	1/9/2024	DEC2023 BLOOD ALCOHOL A	105.00	
			710580	1/9/2024	OCT2023 BLOOD ALCOHOL A	105.00	210.00
118664	2/14/2024	53007	DESERT PROMOTIONAL & 94951	10/2/2023	JACKETS+POLOS W/ EMBRO	587.25	
			96426	1/24/2024	FLEXFIT WOOL BLEND CAPS	208.80	796.05

Bank : wfb WELLS FARGO BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118665	2/14/2024	13700	DEWEY PEST CONTROL INC.	16400669	1/1/2024	AC2012540, JAN2024, 51301 E	1,200.00
				16400670	1/1/2024	AC2012536, JAN2024, 48400 V	1,200.00
				16411282	1/1/2024	AC1281218, JAN2024, 51251 E	900.00
				AC1315475-JA/M	1/1/2024	AC1315475, JAN-MAR2024, PI	828.00
				AC1434611-JA/M	1/1/2024	AC1434611, JAN-MAR2024, P/	585.00
				16411281	1/1/2024	AC1281215, JAN2024, SIERRA	301.00
				16400668	1/1/2024	AC2028126, JAN-MAR2024, 15	240.00
				16417431	1/1/2024	AC1161434, JAN-MAR2024, BO	195.00
				16392952	1/1/2024	AC1450610, JAN2024, DE ORC	160.00
				16392951	1/1/2024	AC1452292, JAN-MAR2024, 15	159.00
				16417426	1/1/2024	AC1178382, JAN-MAR2024, BO	135.00
				16411270	1/1/2024	AC1318236, JAN-MAR2024, RI	132.00
				16411267	1/1/2024	AC1318239, JAN-MAR2024, FF	99.00
				16411268	1/1/2024	AC1318244, JAN-MAR2024, BO	99.00
				16411269	1/1/2024	AC1318235, JAN-MAR2024, 84	99.00
							6,332.00
118666	2/14/2024	42223	DXP ENTERPRISES, INC.	54164442	1/10/2024	LMI 108GPD 50PSI PUMPS	3,439.98
118667	2/14/2024	54924	EL TRANVIA RESTAURANT	1	1/15/2024	EMPLOYEE RETIREMENT LUI	3,745.79
				2	1/15/2024	TCC PRESS CONFERENCE B	707.41
				3	1/15/2024	PW STAFF MTG LUNCHEON	343.34
							4,796.54
118668	2/14/2024	51141	FENCEWORKS RENTAL SYST	138173	1/8/2024	12/26-3/26 TEMP FENCE RNT	308.00
				138174	1/8/2024	12/26-3/26 TEMP FENCE RNT	246.40
							554.40
118669	2/14/2024	54132	FLAT BLACK ART SUPPLY INC	INV00532	11/16/2023	RPR'D VETERANS MEMORIAL	700.00
118670	2/14/2024	45108	IMPERIAL SPRINKLER SUPPL	0013986476-001	1/18/2024	YARA LIVA TROPICOTE, ETC	2,602.05
				0013923521-001	1/10/2024	YARA BELA CAN-27	971.74
				0013987161-001	1/18/2024	PVC PIPE CUTTER, UTILITY F	350.56
				0013999033-001	1/18/2024	BLUE MARKING FLAGS, BON	45.84
							3,970.19
118671	2/14/2024	46570	INDIO WATER AUTHORITY	2253	9/6/2023	CV WATER COUNTS- REGION	17,500.00
118672	2/14/2024	53801	INFOSEND, INC.	255080	1/19/2024	JAN2024 UTILITY BILLING SV	4,934.04
118673	2/14/2024	52738	JNS MEDIA SPECIALISTS	11586	1/24/2024	WOMAN'S SUMMIT LOGO	1,650.00
118674	2/14/2024	44047	KONICA MINOLTA BUSINESS	9009744690	1/13/2024	BIZHUB C454E, 1515 6TH ST,	202.47
118675	2/14/2024	45051	LAMAR OF PALM SPRINGS	115586995	1/22/2024	1/22-2/18 POSTER ADVERTIS	1,273.00
				115586994	1/22/2024	1/22-2/18 ROTARY POSTER A	845.45
							2,118.45
118676	2/14/2024	45257	LIEBERT CASSIDY WHITMORI	258034	12/31/2023	PE12/31: #CO015-00009	6,936.60
				256005	11/30/2023	PE11/30: #CO015-00009	3,145.35
				258035	12/31/2023	PE12/31: #CO015-00010	811.50
							10,893.45

Bank : wfb WELLS FARGO BANK


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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118677	2/14/2024	02162	LOWE'S COMPANIES, INC.	993917	11/22/2023	LG GAS DRYER, LG FL WASH	2,292.71
				993993	11/22/2023	LG PED WDP5K BLACK	700.46
				986250	12/6/2023	ZIPPERED MATTRESS PROTI	328.41
				986232	12/6/2023	ZIPPERED MATTRESS PROTI	295.42
							3,617.00
118678	2/14/2024	54875	MISSIONSQUARE RETIREMENT	20231231-109-3	1/18/2024	PLN #106297, ANNUAL PLN FI	125.00
118679	2/14/2024	50595	PACIFIC LIGHTWAVE INC	68886	1/24/2024	FEB2024 INTERNET SVCS	799.00
118680	2/14/2024	55376	PHPE SERVICES	2023-122-3	1/11/2024	EMERGENCY REMOTE ASST	1,762.50
118681	2/14/2024	52306	QUINN COMPANY	WOG00018675	1/12/2024	PM2 INSPECTION SVC @ WV	2,495.32
				WOG00018676	1/12/2024	PM2 INSPECTION SVC @ CVI	988.48
							3,483.80
118682	2/14/2024	54500	RELIABLE TRANSLATIONS	CC26877	1/24/2024	1/24 CC MTG SVCS	686.00
				26844	1/20/2024	1/20 DOCUMENT TRANSLATI	183.36
				26882	1/25/2024	1/25 DOCUMENT TRANSLATI	75.00
							944.36
118683	2/14/2024	47658	RUIZVA L. PEST CONTROL	138	1/8/2024	JAN2024 SVCS @ FIRE STATI	75.00
							75.00
118684	2/14/2024	52595	STAPLES BUSINESS CREDIT	7623414263-0-1	1/16/2024	EXEC BOX ARM GST CHR	245.76
				7623046073-0-1	1/4/2024	LAZBOY ARCADIAN CHAIR BL	217.49
				7623046073-0-2	1/8/2024	KEYBOARD TRAY	114.83
				7623613455-0-1	1/10/2024	PURLL HD SNTZR WIPES, ET	99.93
				7623587463-0-1	1/10/2024	STAPLES 8.5X11 COPY CS	96.77
				7623414263-0-2	1/12/2024	ROCHESTER END TABLE	95.25
				7623746711-0-1	1/12/2024	POST IT NOTES, THERMAL L	89.03
				7624838142-0-1	1/25/2024	DIVIDER POLY 8TB AST, GIAN	47.46
				7623437704-0-1	1/9/2024	CALC/CASH REG/POS RIBB F	46.82
				7623358814-0-1	1/8/2024	PILOT G2 RT FINE BLUE, STE	46.02
				7624838142-0-3	1/29/2024	SPRING AWA 2024 DESK PAD	23.59
				7624838142-1-1	1/29/2024	QUICKFIT SPRDSHT BINDER	-25.65
							1,097.30
118685	2/14/2024	55425	SUNTECH ENERGY INC.	35601	12/19/2023	12/15 CLEANED SOLAR PANE	2,884.20
118686	2/14/2024	36300	SWRCB FEES	LW-1044605	12/20/2023	#3310007, FY23/24 WATER SY	30,604.82
118687	2/14/2024	54550	TBU INC.	49684	1/16/2024	1/10 WTR LEAK RPR @ 5399C	14,334.74
				49678	1/9/2024	1/5 WTR MAIN VALVE RPLC'D	13,294.50
							27,629.24
118688	2/14/2024	54460	THE CHRISTMAS KINGS	23-1092	10/6/2023	HOLIDAY LIGHTING & DECOF	50,000.00
118689	2/14/2024	43751	USA BLUEBOOK	INV00240492	1/9/2024	ACETATE BUFFER SOLUTION	1,160.51
							1,160.51
Sub total for WELLS FARGO BANK:							1,853,334.83

61 checks in this report.

Grand Total All Checks: 3,426,629.62

Date: **February 14, 2024**



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
02/20/2024 9:20:41AM

Check List
City of Coachella

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Item 8.

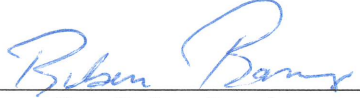
Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1838	2/15/2024	55228	COMMONWEALTH LAND TITL Pjct Ref 918690	2/15/2024	50037 CESAR CHAVEZ ST- E	39,093.00	39,093.00
FOR WELLS FARGO BANK -SEPARATE CHECK:							39,093.00

1 checks in this report.

Grand Total All Checks: 39,093.00

Date: **February 15, 2024**



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
02/16/2024 12:26:43PM

Check List
City of Coachella

Page: 1

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118690	2/21/2024	55633	AGUILAR, ISMAEL	Ref000241124	2/15/2024	UB Refund Cst #00055557	52.01	52.01
118691	2/21/2024	55309	CAZAREZ, ZOILA	Ref000236987	8/17/2023	UB Refund Cst #00031509	37.03	37.03
118692	2/21/2024	55630	DAVIS/REED CONSTRUCTION	Ref000241121	2/15/2024	UB Refund Cst #00054710	833.70	833.70
118693	2/21/2024	55631	DON RUSSELL	Ref000241122	2/15/2024	UB Refund Cst #00055415	831.96	831.96
118694	2/21/2024	55604	DR HORTON	Ref000241126	2/15/2024	UB Refund Cst #00055846	33.65	33.65
118695	2/21/2024	55608	DR HORTON	Ref000241138	2/15/2024	UB Refund Cst #00056663	26.68	26.68
118696	2/21/2024	55616	DR HORTON	Ref000241143	2/15/2024	UB Refund Cst #00057396	25.75	25.75
118697	2/21/2024	55617	DR HORTON	Ref000241147	2/15/2024	UB Refund Cst #00057529	56.85	56.85
118698	2/21/2024	55619	DR HORTON	Ref000241148	2/15/2024	UB Refund Cst #00057532	75.42	75.42
118699	2/21/2024	55638	DR HORTON	Ref000241141	2/15/2024	UB Refund Cst #00057128	49.90	49.90
118700	2/21/2024	55639	DR HORTON	Ref000241142	2/15/2024	UB Refund Cst #00057395	56.86	56.86
118701	2/21/2024	55640	DR HORTON	Ref000241144	2/15/2024	UB Refund Cst #00057399	22.42	22.42
118702	2/21/2024	55641	DR HORTON	Ref000241145	2/15/2024	UB Refund Cst #00057400	35.97	35.97
118703	2/21/2024	55643	DR HORTON	Ref000241149	2/15/2024	UB Refund Cst #00057626	73.06	73.06
118704	2/21/2024	55644	DR HORTON	Ref000241150	2/15/2024	UB Refund Cst #00057632	94.36	94.36
118705	2/21/2024	55645	DR HORTON	Ref000241151	2/15/2024	UB Refund Cst #00057654	38.72	38.72
118706	2/21/2024	55646	DR HORTON	Ref000241152	2/15/2024	UB Refund Cst #00057660	47.43	47.43
118707	2/21/2024	55647	DR HORTON	Ref000241153	2/15/2024	UB Refund Cst #00057663	74.07	74.07
118708	2/21/2024	55609	FLORES, NOEL	Ref000241139	2/15/2024	UB Refund Cst #00056666	31.90	31.90
118709	2/21/2024	55634	OROPEZA, JUAN	Ref000241129	2/15/2024	UB Refund Cst #00055991	56.32	56.32
118710	2/21/2024	55642	PROCOM INVESTMENTS LLC	Ref000241146	2/15/2024	UB Refund Cst #00057504	58.87	58.87
118711	2/21/2024	55601	PULTE GROUP INC	Ref000241154	2/15/2024	UB Refund Cst #00054160	21.45	21.45
118712	2/21/2024	55605	PULTE GROUP INC	Ref000241127	2/15/2024	UB Refund Cst #00055872	28.98	28.98
118713	2/21/2024	55551	PULTE HOME	Ref000241133	2/15/2024	UB Refund Cst #00056023	5.82	5.82
118714	2/21/2024	55577	PULTE HOME	Ref000241130	2/15/2024	UB Refund Cst #00056014	19.72	19.72
118715	2/21/2024	55606	PULTE HOME	Ref000241128	2/15/2024	UB Refund Cst #00055888	17.97	17.97
118716	2/21/2024	55636	PULTE HOME CO	Ref000241137	2/15/2024	UB Refund Cst #00056355	104.66	104.66
118717	2/21/2024	55603	PULTE HOME CO LLC	Ref000241125	2/15/2024	UB Refund Cst #00055602	62.06	62.06
118718	2/21/2024	55552	PULTE HOMES	Ref000241135	2/15/2024	UB Refund Cst #00056027	10.37	10.37
118719	2/21/2024	55578	PULTE HOMES	Ref000241132	2/15/2024	UB Refund Cst #00056017	19.72	19.72
118720	2/21/2024	55579	PULTE HOMES	Ref000241134	2/15/2024	UB Refund Cst #00056025	28.42	28.42
118721	2/21/2024	55607	PULTE HOMES	Ref000241131	2/15/2024	UB Refund Cst #00056016	41.17	41.17
118722	2/21/2024	55629	PULTE HOMES	Ref000241120	2/15/2024	UB Refund Cst #00053740	831.85	831.85
118723	2/21/2024	55635	PULTE HOMES CO, LLC	Ref000241136	2/15/2024	UB Refund Cst #00056325	93.54	93.54

Bank : wfb WELLS FARGO BANK


(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118724	2/21/2024	55637	PULTE HOMES CO, LLC	Ref000241140	2/15/2024	UB Refund Cst #00056891	69.77	69.77
118725	2/21/2024	55600	SILVA, GUADALUPE	Ref000241119	2/15/2024	UB Refund Cst #00052260	38.86	38.86
118726	2/21/2024	55632	YURIAR, ADRIANNA	Ref000241123	2/15/2024	UB Refund Cst #00055517	109.95	109.95
Sub total for WELLS FARGO BANK:							4,117.24	

37 checks in this report.

Grand Total All Checks: 4,117.24

Date: February 21, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1840	2/21/2024	54859	AMAZON CAPITAL SERVICES,	1WVK-1RT6-7T9	2/5/2024	HIGH PERFORMANCE THERM	9.73
				1FW9-763T-7VM	12/19/2023	NUDELL LEATHERETTE DOC	187.11
				1XQ7-LLPK-TG3	2/7/2024	NUDELL LEATHERETTE DOC	253.60
				144C-K7DL-3T4	12/3/2023	LASERCRAFTING OFFICE DE	35.00
				1Q3F-GTWP-KY	2/2/2024	REGETEK 27IN WATERPROO	826.41
				1Q9Y-XH9K-CL6	1/30/2024	MICROSOFT SURFACE PRO 9	175.10
				1TPM-9K7F-3LC	1/18/2024	SMUG STANDING DESK	146.70
				19XD-NQV6-JD7	2/6/2024	DESKTOP LIQUID CPU COOL	239.24
				113D-FWC6-D3F	1/30/2024	SD CARD READER	48.92
1841	2/21/2024	49989	ANDREAS LLC	87137	1/25/2024	BUSINESS CARDS: N. GALAR	139.17
				87171	1/25/2024	BUSINESS CARDS: F. FIGUEF	139.17
				87193	2/7/2024	WATER DEPT ENVELOPES	562.97
1842	2/21/2024	53291	ANGENIOUS ENGINEERING	19-07A-039	1/31/2024	PE1/31 AVE 50 BRIDGE	35,985.88
				19-07B-035	1/31/2024	PE1/31 SR-86/AVE 50 INTERC	1,273.40
1843	2/21/2024	55170	AQUATIC INFORMATICS INC.	107643N	1/19/2024	ACP FOG SOFTWARE+GUIDE	985.00
1844	2/21/2024	42837	ARAMARK UNIFORM & CARE	JAN2024	1/31/2024	PE1/31 UNIFORMS, MATS & T	3,961.87
				JAN2024 CC	1/31/2024	PE1/31 MATS & MOPS	942.30
				JAN2024 GRFT	1/31/2024	PE1/31 UNIFORMS	54.90
				JAN2024 SAN	1/31/2024	PE1/31 UNIFORMS, MATS & C	1,487.72
1845	2/21/2024	45929	BECK OIL, INC.	98684	1/24/2024	DIESEL FUEL	111.31
				99710	1/31/2024	PE1/31 GRAFFITI DEPT FUEL	147.19
1846	2/21/2024	53627	CANNON DESIGN, INC.	243021	2/13/2024	PE1/31 FIRE STATION REHAB	5,832.00
1847	2/21/2024	43672	DESERT VALLEY SERVICES IN	626768	1/31/2024	DEGREASER BUTYL	55.61
				626769	1/31/2024	URINAL SCREEN W/ ENZYME	80.85
				627351	2/6/2024	BAG POLY T-SHIRT & NITRILE	117.51
				627484	2/7/2024	DOLLY ROUND 20-55GL	92.66
1848	2/21/2024	53799	ENTERPRISE FM TRUST	FBN4927180	1/5/2024	JAN2024 LEASE CHRGS (FOF	19,731.36
				FBN4955020	2/4/2024	FEB2024 LEASE CHRGS (FOF	32,003.72
1849	2/21/2024	44713	FARMER BROTHERS CO.	95674999	2/5/2024	COFFEE, SUGAR, LIDS, ETC	1,147.24
				95675000	2/5/2024	SWEETENER	75.64
				95675046	2/12/2024	CREAMER & CUPS	312.79
1850	2/21/2024	00207	GRAINGER INC	9005916797	2/1/2024	MESSAGE STAMP & GLOVES	169.44
				9972023981	1/23/2024	STRAINER ASSEMBLY	245.82
				9972023999	1/23/2024	INJCTN CHCK VLV, BLEED VL	2,741.01

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1851	2/21/2024	51892	HERC RENTALS, INC.	34360656-001	2/12/2024	2/7-12 MESSAGE BOARD RNT	1,091.30	
				34290803-001	1/26/2024	1/8-25 BOOM STRAIGHT RNT	4,956.98	
				34321529-001	1/26/2024	1/22-25 SCISSOR LIFT RNTL	702.48	6,750.76
1852	2/21/2024	00996	HOME DEPOT	1010618	1/26/2024	27GAL TOUGH TOTE, HAYST/	132.86	
				9014722	1/18/2024	20V IMPACT WRENCH KIT, RI	745.49	878.35
1853	2/21/2024	51539	MICHAEL BAKER INTERNATIC	1203481	2/2/2024	PE1/28 PAVEMENT MANAGEM	23,404.80	23,404.80
1854	2/21/2024	54985	MUNISERVICES LLC	INV06-017492	10/31/2023	SUTA (DISTRICT TAX), QTR E	113.52	
				INV06-018056	1/26/2024	SUTA SVCS, QTR ENDING 9/3	26,853.01	
				INV6-018146	2/7/2024	CLEARVIEW/STARS 2023 SVC	315.00	27,281.53
1855	2/21/2024	53552	QUENCH USA, INC.	INV06914323	2/1/2024	AC D347648, FEB2024 RNTL,	39.47	
				INV06928195	2/1/2024	AC D347651, FEB2024 RNTL,	39.47	78.94
1856	2/21/2024	49809	RAICES CULTURA	Sponsorship	2/8/2024	2023 DIA DE LOS MUERTOS S	15,000.00	15,000.00
1857	2/21/2024	53475	RUDYS ELECTRIC	20632	1/15/2024	RPR'D ST LIGHTING @ 6TH S	900.00	
				20633	1/15/2024	RPR'D PALM TREE LIGHT @ '	382.50	
				20634	1/15/2024	INSTLL'D MURAL LIGHTING @	8,280.00	
				20635	1/15/2024	INSTLL'D MURAL LIGHTING @	9,315.00	
				20612	12/14/2023	RPR'D LIGHT WIRING @ BGD	2,837.00	21,714.50
1858	2/21/2024	55651	SEEK PERSONNEL STAFFING	001333	2/12/2024	WE 2/11: ESPINO+FELIX+RAM	4,894.40	
				001334	2/12/2024	WE 2/11: F. SILVA	588.80	5,483.20
1859	2/21/2024	48436	UNIVAR SOLUTIONS USA INC.	51828861	2/5/2024	SODIUM HYPOCHLORITE	9,958.82	9,958.82
1860	2/21/2024	54400	US BANK	7136917	11/25/2023	RDVLPMT AGENCY SUBORI	2,190.00	2,190.00
1861	2/21/2024	54432	US BANK N.A.	2509938	2/8/2024	COACHELLA SDW REF BDS 2	251,020.61	251,020.61
1862	2/21/2024	50629	VINTAGE ASSOCIATES, INC	231759	1/19/2024	INSTLL'D 1 1/4IN VALVE @ 6T	180.00	
				231785	1/24/2024	INSTLL'D FOUNTAIN POTTER	360.96	
				231799	1/24/2024	INSTLL'D DESERT GOLD DG '	2,250.00	
				231758	1/19/2024	INSTLL'D 1IN VALVE @ GRPF	170.00	
				231861	1/30/2024	INSTLL'D DESERT GOLD DG '	7,850.00	10,810.96
1863	2/21/2024	51697	WESTERN WATER WORKS SI	1408286-00	1/23/2024	SEWER HUB ADAPTER, ETC	107.44	
				1408288-00	1/24/2024	BLK RUBBER RIBBED RING C	42.19	
				1408288-01	1/26/2024	EPDM RUBBER GSKT	257.52	
				1408292-00	1/24/2024	RING NA GSKT	96.57	
				1408342-00	1/31/2024	SOFT COPPER TUBING 60FT	593.78	1,097.50
1864	2/21/2024	54272	WILLDAN	002-31065	2/1/2024	JAN2024- BLDG AND SAFETY	17,220.00	17,220.00
1865	2/21/2024	54719	YUNEX LLC	90001382	1/31/2024	DEC2023 TRAFFIC SIGNAL M.	2,071.50	
				5610001207	1/30/2024	DEC2023 TRAFFIC SIGNAL C,	2,129.50	4,201.00

Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 507,409.31

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118727	2/21/2024	53760	ACCURATE OVERHEAD DOOR	142806	8/15 TRBLSHT/RPR'D DOOR (490.00	
				142807	8/15 TRBLSHT/RPR'D DOOR (647.50	
				142808	8/16 TRBLSHT/RPR'D DOOR (647.50	1,785.00
118728	2/21/2024	48977	ADT COMMERCIAL	153575500	1/16/2024 INSTLL'D FIRE ALARM SYSTE	1,822.29	1,822.29
118729	2/21/2024	46835	AIR AND HOSE SOURCE, INC.	541748	1/23/2024 4"X50' BLUE DISCHARGE HO'	1,061.61	
				543227	2/1/2024 WATER DISCHARGE HOSE A'	3,302.71	
				543274	2/1/2024 6" MALE CAMLOCK X FEM NF	131.59	
				543277	2/1/2024 3" CENTER PUNCH CLAMP, E	137.45	4,633.36
118730	2/21/2024	48014	ALBERT A. WEBB ASSOCIATE	ARIV0002663	1/27/2024 PE1/27 SVCS: TRAVEL CENTE	1,703.75	
				ARIV0002790	1/27/2024 PE1/27 SVCS: CENTRAL PARI	153,921.76	155,625.51
118731	2/21/2024	55541	ALL DOOR TECH	2078	1/26/2024 1/9 SVC CALL- SANITARY LAE	847.99	847.99
118732	2/21/2024	53621	ALL THE RIGHT CONNECTION	7829	1/30/2024 WE 1/28: F. SILVA	883.20	
				7830	1/30/2024 WE 1/28: DIAZ COYT ESPINO	4,912.80	
				7853	2/6/2024 WE 2/4: F. SILVA	1,177.60	
				7854	2/6/2024 WE 2/4: DIAZ COYT ESPINO+	4,949.60	11,923.20
118733	2/21/2024	55625	ARMENTA, GABRIELA	Refund	2/5/2024 DEPOSIT REFUND- 1/27 VETE	300.00	300.00
118734	2/21/2024	53109	BIO SOCAL	CS11623	1/16/2024 1/16 BIOHAZARD CLEANUP @	3,895.00	
				TA12224	1/29/2024 1/22 BIOHAZARD CLEANUP @	1,295.00	5,190.00
118735	2/21/2024	00836	BIO-TOX LABORATORIES	45406	1/17/2024 12/4+18 LAB SERVICES	1,849.03	
				45405	1/17/2024 12/18 LAB SERVICES	326.94	2,175.97
118736	2/21/2024	50383	BOSS DESIGNS	545	1/17/2024 12"X12" CIRCLE/COACHELLA	301.70	301.70
118737	2/21/2024	55648	BRAWLEY ANALYTICAL, INC.	INV-000139	2/1/2024 1/22+24+26 WET BIOASSAY T	3,600.00	3,600.00
118738	2/21/2024	46356	C.V. CONSERVATION COMMIS	Dec2023	2/1/2024 DEC2023 LDMF MULTI-SPECI	28,957.50	28,957.50
118739	2/21/2024	02048	CDW GOVERNMENT, INC.	PM36680	2/7/2024 ADESSO WRLS ERGONOMIC	226.67	226.67
118740	2/21/2024	55591	CICCS TRUST	2024-2	2/6/2024 FEB2024 CICCS TRUST EAP	171.90	171.90

Bank : wfb WELLS FARGO BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118741	2/21/2024	53220	COACHELLA ACE HARDWARE	6639/1	1/30/2024	SAND MIX QUIKRETE, ETC	19.00	
				6640/1	1/30/2024	TITANIUM DRL BT SET 23PC,	74.82	
				6642/1	1/30/2024	COMPACT TAPE MEASURE, E	31.70	
				6643/1	1/30/2024	CLN VINEGAR LQD, ETC	45.08	
				6596/1	1/22/2024	BUNGEE CRD MULTI 24"	16.29	
				6189/1	10/25/2023	CORED PLUG SQ HD 1/2" LF,	56.47	
				6247/1	11/7/2023	HD CERMC BLOCK MAGNET	14.11	
				6248/1	11/7/2023	HD CERMC BLOCK MAGNET	56.47	
				6307/1	11/16/2023	POTTING MIX W/ FERT	42.38	
				6331/1	11/20/2023	SWIFFER DUSTER & 2000 FL	21.27	
				6353/1	11/27/2023	BATTERY PHOTO CR2	18.47	
				6367/1	11/30/2023	SAFETY CAN GAS MTL, ETC	96.76	
				6401/1	12/7/2023	QUICK-SETTING CEMENT, E1	45.05	
				6435/1	12/13/2023	TOOL STRIPPER/CRIMPER, E	18.26	
				6549/1	1/10/2024	CAR AIR FRESH	5.42	
				6565/1	1/12/2024	CM 10 PIECE CMBNTN WRNC	64.14	
				6574/1	1/16/2024	TRUFUEL 50:1 MIX, ETC	138.06	
				6622/1	1/25/2024	BATTERY ALKLN AA, ETC	26.07	
				6630/1	1/28/2024	SPIRAL SCREW EXTRCTR 5F	17.39	
				6631/1	1/29/2024	POLY TUBE	3.78	
				6595/1	1/22/2024	100CT BLACK 11.8" 50LB TSD	80.05	891.04
118742	2/21/2024	44959	COMPUTER CONSULTANTS, I	37774	2/3/2024	1/18+24 IT SUPPORT & DATA	330.99	330.99

Bank : wfb WELLS FARGO BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118743	2/21/2024	54137	CONSERVE LANDCARE LLC	278235	11/15/2023 RPR'D IRRGTN @ DIST 21	338.38	
				288152	12/12/2023 RPR'D TROPICAL STORM ER	21,504.00	
				289096	12/19/2023 RPR'D TROPICAL STORM WA	1,096.00	
				300145	1/31/2024 JAN2024 LNDSCPE MAINT @	58,299.00	
				301272	1/31/2024 RPR'D IRRGTN @ DIST 16	331.76	
				301273	1/31/2024 RPR'D IRRGTN @ DIST 30	410.78	
				301274	1/31/2024 RPR'D IRRGTN @ DIST 19	330.24	
				261175	9/30/2023 RPR'D IRRGTN @ DIST 17	530.10	
				273081	10/31/2023 RPR'D IRRGTN @ DIST 15	199.76	
				301270	1/31/2024 RPR'D IRRGTN @ DIST 14	165.88	
				301271	1/31/2024 RPR'D IRRGTN @ DIST 23	252.46	
				301275	1/31/2024 RPR'D IRRGTN @ DIST 20	196.21	
				303199	1/31/2024 RPR'D BASIN @ DIST 32	18,368.00	
				303200	1/31/2024 RPR'D BASIN @ DIST 32	26,552.00	
				303201	1/31/2024 RPR'D TROPICAL STORM ER	990.00	
				303403	1/31/2024 RPR'D TROPICAL STORM ER	5,988.00	
				260680	9/30/2023 RPR'D EROSION @ DIST 27	2,232.00	
				260681	9/30/2023 RMV'D STORM DEBRI/INSTLL	21,410.50	
				261170	9/30/2023 RPR'D IRRGTN @ DIST 35	333.55	
				265870	10/12/2023 RPR'D IRRGTN @ DIST 11	272.77	
				265871	10/12/2023 RPR'D IRRGTN @ DIST 1	286.22	
				260677	9/30/2023 MEDIAN IRRGTN MODIFICATI	2,062.00	
				260678	9/30/2023 RPR'D SINKHOLE @ DIST 34	2,070.50	
				260679	9/30/2023 RPR'D TROPICAL STORM ER	7,620.00	171,840.11
118744	2/21/2024	52279	COUNTY OF RIVERSIDE	23-24Q2	1/11/2024 OCT-DEC2023 EMERGENCY S	20,000.00	20,000.00
118745	2/21/2024	43636	CPRS	2024-25 Mbrshp	1/23/2024 MBRSHP RNWL: ID #001927-	550.00	550.00
118746	2/21/2024	55649	CRUZ, ALEJANDRA	Scholarship	2/13/2024 2024 CYBSA SCHOLARSHIP-	100.00	100.00
118747	2/21/2024	09650	CVAG	CV24131-24	2/7/2024 AP-AG2023 AV48 WIDENING (7,278.40	
				Dec2023	2/1/2024 DEC2023 TUMF FEES	45,900.00	
				CV24117-24	2/2/2024 PE12/31 ATP- ARTS AND MUS	41.70	53,220.10
118748	2/21/2024	09950	CVWD	Jan 2024	2/1/2024 CN 332543, JAN2024 WELL RI	31,827.70	31,827.70
118749	2/21/2024	09950	CVWD	Deposit	2/5/2024 PLAN CK DEPOSIT- AVE 50 BI	3,800.00	3,800.00
118750	2/21/2024	02115	CWEA	RH-1/31/24	1/9/2024 1/31 CERT RNWL LA GRD 1: F	98.00	98.00

Bank : wfb WELLS FARGO BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118751	2/21/2024	54602	DE FRANCISCO SHEK, ANDRE	24004	2/6/2024	NUESTRA VOZ DIGITAL MAST	400.00
				24005	2/12/2024	DESIGN UPDATE FOR CONS	300.00
				24006	2/13/2024	REVISED LOGO FOR CHARG	50.00
118752	2/21/2024	44036	DE LAGE LANDEN PUBLIC	81936222	2/10/2024	ACC #1338330, COLOR COPIE	216.41
118753	2/21/2024	12870	DEPARTMENT OF JUSTICE	717024	2/7/2024	JAN2024 BLOOD ALCOHOL AI	105.00
				713867	2/5/2024	JAN2024 FINGERPRINTS	49.00
118754	2/21/2024	00118	DEPARTMENT OF TRANSPOR	SL240473	1/24/2024	OCT-DEC2023 TRAFFIC SIGN	3,437.84
118755	2/21/2024	01089	DESERT ELECTRIC SUPPLY	S3167043.001	1/25/2024	INT-MAT EK4336S PHOTO CC	190.32
				S3164735.001	1/18/2024	CHRISTY N30-BOX CONCRET	189.86
118756	2/21/2024	54275	DESERT HOSE AND SUPPLY	32119	1/30/2024	4IN PVC DISCHARGE HOSE, I	566.57
118757	2/21/2024	47952	DESERT LIVE SCAN	4114	1/30/2024	JAN2024 EMPLOYEE FINGER	25.00
118758	2/21/2024	55650	DESERT OASIS LAKE AND PO	INV-000352	1/30/2024	FEB2024 FOUNTAIN MAINT S	1,050.00
118759	2/21/2024	53007	DESERT PROMOTIONAL &	96630	2/5/2024	DAD CAPS W/ EMBROIDERY	2,816.63
				96669	2/7/2024	JACKET+ZIP FLEECE W/ EME	268.61
				96671	2/7/2024	POLO W/ EMBROIDERY	28.28
				96425	1/24/2024	POLOS+LONG SLEEVE SHIR	369.75
				96633	2/5/2024	POLOS+JACKET W/ EMBROI	105.49
118760	2/21/2024	48672	DESERT RECREATION DISTR	1033	2/8/2024	2024 BOWLING TOURNAMEN	1,000.00
118761	2/21/2024	13700	DEWEY PEST CONTROL INC.	16434637	1/11/2024	AC2070120, ONE TIME SVC, /	500.00
				16463677	2/1/2024	AC2012536, FEB2024, 48400 \	1,200.00
				16474255	2/1/2024	AC1281215, FEB2024, SIERRA	301.00
				16474256	2/1/2024	AC1281218, FEB2024, 51251 I	900.00
				16463676	2/1/2024	AC2012540, FEB2024, 51301 I	1,200.00
				16451041	2/1/2024	AC103361, FEB2024, SENIOR	80.00
				16456262	2/1/2024	AC1434611, FEB2024, DIST 33	60.00
				16456269	2/1/2024	AC1450610, FEB2024, DE ORC	160.00
118762	2/21/2024	42442	DIRECTV	018084532X240	1/26/2024	1/26-2/24 BUSINESS ENT PAC	200.79
118763	2/21/2024	55021	E E SYSTEMS GROUP, INC.	CC01122024	1/12/2024	SOLAR HYBRID MICROGRID :	2,725.00
				CC01252024	1/25/2024	SOLAR HYBRID MICROGRID :	8,175.00
118764	2/21/2024	14700	E. S. BABCOCK & SONS, INC.	CB40602-0076V	2/8/2024	DC2023-JA2024 LAB SAMPLE	9,356.62
				CB40610-0076D	2/8/2024	JAN2024 LAB SAMPLES FOR	4,457.03
118765	2/21/2024	55042	EAGLE TRUCK WASH	CO000332893	1/10/2024	2/9 BUS WASH	64.35
118766	2/21/2024	49635	EISENHOWER MEDICAL CEN	Dec 2023	1/11/2024	AC #700000133, DEC2023 SV	800.00
118767	2/21/2024	54924	EL TRANVIA RESTAURANT	1	1/24/2024	WATER EDUCATION FOR LAT	735.10
118768	2/21/2024	36050	EMPLOYMENT DEVELOPMEN	L0473155920	1/30/2024	AC 944-0806-9, OCT-DEC2023	313.00

Bank : wfb WELLS FARGO BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118769	2/21/2024	51494	GARDA CL WEST, INC.	10768893	2/1/2024	FEB2024 ARMORED TRANSP	1,254.78
				10768903	2/1/2024	FEB2024 CASHLINK MAINTEN	1,558.94
118770	2/21/2024	53671	GREAT WESTERN RECREATI	2312017	1/23/2024	BARK PARK ALL ALUM PET W	2,450.59
118771	2/21/2024	01864	HAAKER EQUIPMENT COMPAC	1A912	1/19/2024	VA 81884A SHOE	236.79
				W1A6DC	1/29/2024	SVC'D VACTOR (VA 2112)	4,184.38
118772	2/21/2024	55273	HEART VANTAGES	AEDHS0212320	2/13/2024	HEART START ONSITE AED F	1,861.26
118773	2/21/2024	55652	HOMESMART PROFESSIONAL	Land	2/15/2024	CENTRAL PARK LAND ACQUI	11,600.00
118774	2/21/2024	20150	HYDRO AG SYSTEMS	22260	2/12/2024	SCH80 NIPPLES	16.40
				22316	2/13/2024	SCH80 NIPPLE, ETC	64.98
				21867	1/25/2024	PVC SCH80 FEMALE ADP 11/2	338.45
				22031	2/1/2024	WELD-ON 2711 PT SOLVENT,	52.87
				21629	1/16/2024	PVC PIPE 11/2" SCH80 GRAY,	69.53
118775	2/21/2024	20450	IMPERIAL IRRIGATION DISTRI	50035560-JA24	2/1/2024	AC50035560, 12/29-1/29, ST L	28,834.13
				50035755-JA24	1/31/2024	AC50035755, 12/28-1/29, PUM	76.32
				50035836-JA24	2/6/2024	AC50035836, 1/4-2/1, WELL #1	12.34
				50217597-JA24	2/6/2024	AC50217597, 1/4-2/1	53.36
				50705542-JA24	2/6/2024	AC50705542, 1/4-2/1, PERMIT	1,544.40
				50705544-JA24	2/6/2024	AC50705544, 1/4-2/1, PERMIT	240.91
				50371785-JA24	1/31/2024	AC50371785, 12/28-1/29, LIFT	1,411.86
				50387122-JA24	2/7/2024	AC50387122, 1/4-2/1, SEWER	46,848.31
				50408460-JA24	1/31/2024	AC50408460, 12/28-1/29, WEL	11,108.56
				50434217-JA24	1/31/2024	AC50434217, 12/28-1/29	64.33
				50459795-JA24	1/31/2024	AC50459795, 12/28-1/29	54.92
				50459796-JA24	1/31/2024	AC50459796, 12/28-1/29	87.11
				50459819-JA24	1/31/2024	AC50459819, 12/28-1/29	65.33
				50487676-JA24	2/6/2024	AC50487676, 1/4-2/1, LIFT ST/	15.47
				50509172-JA24	2/6/2024	AC50509172, 1/4-2/1, CORP Y,	2,404.58
				50522793-JA24	1/31/2024	AC50522793, 12/28-1/29, SCAI	74.52
118776	2/21/2024	45108	IMPERIAL SPRINKLER SUPPL	0014118721-001	2/1/2024	RB PE-PLASTIC VALVE, ETC	141.16
				0014143211-001	2/5/2024	CORONA ALUM SCOOP SHO	116.31
				0014160433-001	2/6/2024	J R SIMPLOT BEST 18-5-0 W/	4,029.85
118777	2/21/2024	00932	INDIO CAR WASH, INC.	10-0010-24	1/1/2024	DEC2023 CAR WASH SERVIC	168.99
118778	2/21/2024	55169	INDUSTRIAL HEALTH MEDICA	00010383	2/5/2024	JAN2024 SVCS: ARROYO+BR	175.00
118779	2/21/2024	47328	KONICA MINOLTA	44061705	1/26/2024	BIZHUB C454E, 1515 6TH ST,	212.07
118780	2/21/2024	24250	LEAGUE OF CALIFORNIA CITI	2819	2/5/2024	2024 RIV COUNTY MEMBERS	100.00

Bank : wfb WELLS FARGO BANK

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
118781	2/21/2024	54362	LINDE GAS & EQUIPMENT INC	40638474	1/23/2024	IND HIGH PRESSURE<100CF	41.24	41.24
118782	2/21/2024	54123	LISA WISE CONSULTING, INC.	4660	10/24/2023	SEPT2023 HOUSING ELEMEN	6,857.50	
				4715	12/19/2023	NOV-DEC2023 HOUSING ELE	2,122.50	8,980.00
118783	2/21/2024	24600	LOPES HARDWARE	515	2/1/2024	PLIERS, CLIPS, PRY BAR, CO	398.58	
				000249	2/1/2024	LOCKS, GLOVES, EXT CORD	241.35	
				000385	1/25/2024	LOCKS, TEFLON TAPE, WIRE	540.57	
				456	1/11/2024	GLOVES, MALLET, PLIERS, S	391.19	
				487	1/8/2024	LOCKS, CONDUIT, EXT COR	850.28	2,421.97
118784	2/21/2024	02162	LOWE'S COMPANIES, INC.	77235	1/31/2024	KREG ACCU-CUT	92.96	92.96
118785	2/21/2024	54744	MURILLO, MAYRA D.	Scholarship	2/1/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
118786	2/21/2024	55626	OLALDE, GUADALUPE C.	Scholarship	2/5/2024	2024 CYBSA SCHOLARSHIP-	50.00	
				Scholarship	2/5/2024	2024 CYBSA SCHOLARSHIP-	50.00	100.00
118787	2/21/2024	47192	O'REILLY AUTO PARTS	2855-231896	1/9/2024	OIL PRES SW	17.47	
				2855-234355	1/16/2024	ENRGZER 2025	10.86	
				2855-234537	1/17/2024	1QT MOTOR OIL, ETC	38.36	
				2855-234604	1/17/2024	SEAT BELT	57.63	
				2855-234640	1/17/2024	BLUEDEF 2.5	23.91	
				2855-236443	1/23/2024	JBWELD 2TUBE	21.73	
				2855-236574	1/23/2024	LED LITE BAR	198.71	
				2855-236805	1/24/2024	BATTERY	432.09	
				2855-237171	1/25/2024	FILTER ASM	467.53	
				2855-236306	1/22/2024	BATTERY	120.39	
				2855-238717	1/30/2024	WIPER BLADE	4.89	
				2855-238970	1/31/2024	BATTERY & MOTOR OIL	132.57	
				2855-239048	1/31/2024	BLOWER MOTOR & RESISTO	110.85	
				2855-239138	1/31/2024	WIPER BLADE	65.03	1,702.02
118788	2/21/2024	49099	OTIS ELEVATOR COMPANY	100401437095	1/16/2024	FB-JL2024 MAINT SVCS: COR	1,863.42	1,863.42
118789	2/21/2024	52709	PALM SPRINGS PRIDE	Sponsorship	2/13/2024	5/9 HARVEY MILK DIVERSITY	1,000.00	1,000.00
118790	2/21/2024	52650	PALMS TO PINES PRINTING A	0110COCA-FA	2/2/2024	COTTON LONG SLEEVE TEE:	6,229.14	6,229.14

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118791	2/21/2024	02028	PETE'S ROAD SERVICE, INC. 24-0729484-00	1/17/2024	FLAT REPAIR	33.61	
			24-0729770-00	1/18/2024	FLAT REPAIR	81.23	
			24-0730456-00	1/23/2024	MOUNT/BALANCE NEW TIRE	248.48	
			24-0730728-00	1/24/2024	FLAT REPAIR	40.61	
			24-0730863-00	1/24/2024	MOUNT/BALANCE NEW TIRE	494.79	
			24-0732205-00	1/30/2024	DISMOUNT/MOUNT NEW TIR	811.18	
			24-0732465-00	1/31/2024	FLAT REPAIR	40.61	1,750.51
118792	2/21/2024	01395	PJ'S DESERT TROPHIES & GII26939	1/30/2024	2"X10" NAME PLATE	18.49	18.49
118793	2/21/2024	46837	PRECISION BACKFLOW PBF162072	1/8/2024	BACKFLOW TESTING @ MUL	4,900.00	
			PBF162074	1/10/2024	BACKFLOW TESTING @ MUL	6,965.00	11,865.00
118794	2/21/2024	42759	PROPER SOLUTIONS, INC. 15552	1/26/2024	WE 1/26: J. FERNANDEZ	1,151.70	
			15553	1/26/2024	WE 1/26: N. NOVOA	1,535.60	
			15571	2/2/2024	WE 2/2: J. FERNANDEZ	1,535.60	
			15572	2/2/2024	WE 2/2: N. NOVOA	1,535.60	5,758.50
118795	2/21/2024	52344	QUADIENT FINANCE USA, INCCD 2/11/24	2/11/2024	JAN/FEB2024 POSTAGE BY P	2,000.00	2,000.00
118796	2/21/2024	52470	R & R TOWING 59730	12/17/2023	12/17 TOWING: AVE 54/HRSN	362.00	
			59768	12/9/2023	12/9 TOWING: CESAR CHAVE	633.50	
			59882	12/30/2023	12/30 TOWING: 68555 POLK S	316.75	
			60657	11/1/2023	11/1 TOWING: 49231 GRAPEF	271.00	
			60836	12/10/2023	12/10 TOWING: CESAR CHAV	633.50	2,216.75
118797	2/21/2024	54500	RELIABLE TRANSLATIONS CC27028	2/10/2024	2/10 DOCUMENT TRANSLATI	148.96	
			26807	1/16/2024	1/16 PARK & REC MTG SVCS	147.00	
			26981	2/6/2024	2/6 DOCUMENT TRANSLATIO	75.00	370.96
118798	2/21/2024	55624	RIVERSIDE UNIVERSITY HEA1Sta 1/2/24	1/2/2024	AC #2200009563, DEC2023 S\	1,200.00	1,200.00
118799	2/21/2024	55627	ROCHA, JUAN DE DIOS Scholarship	2/5/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
118800	2/21/2024	45190	RUDY'S TERMITE & PEST COI1433926	2/1/2024	2/1 RMV'D HONEYCOMB @ 4	350.00	350.00
118801	2/21/2024	55628	SAENZ, SOFIA Refund	2/5/2024	DEPOSIT REFUND- 1/27 LIBR	300.00	300.00
118802	2/21/2024	55272	SALAS, LAWRENCE Y. 012024	2/1/2024	JAN2024 CITIZENSHIP CLASSE	1,160.00	1,160.00
118803	2/21/2024	54666	SIGNATURE TRUCK TOPS 8404	11/14/2023	INSTLL'D TOMMY GATE, BAC	6,125.00	6,125.00
118804	2/21/2024	46733	SIMPLOT TURF & HORTICULT208152036	2/5/2024	18-5-0 5%FE .4%BARRICADE	3,756.17	
			208151775	1/23/2024	TURFLON ESTER ULTRA	145.47	3,901.64

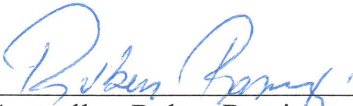
Bank : wfb WELLS FARGO BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118805	2/21/2024	35450	SOCALGAS	1377 6th-JA24	1/25/2024	AC 012 623 3791 6, 12/21-1/23	130.89	
				1500 6th-JA24	1/25/2024	AC 020 678 1257 4, 12/21-1/23	41.25	
				1515 6th-JA24	1/25/2024	AC 031 523 3700 6, 12/21-1/23	530.48	
				1540 7th-JA24	1/25/2024	AC 008 423 3900 4, 12/21-1/23	285.30	
				84626Bag-JA24	1/25/2024	AC 153 323 6215 9, 12/21-1/23	437.53	
				87075Av54-JA24	1/25/2024	AC 123 573 5834 5, 12/21-1/23	69.67	
				BagPool-JA24	1/25/2024	AC 069 323 6500 7, 12/21-1/23	16.27	1,511.39
118806	2/21/2024	47319	SPARKLETTS	9467308 01424	1/24/2024	JAN2024 WATER @ SANITAR'	179.83	179.83
118807	2/21/2024	55590	STANDARD INSURANCE COM	JA-FB2024	1/31/2024	JA-FB2024 LIFE/AD&D/STD/LT	13,594.46	13,594.46
118808	2/21/2024	55590	STANDARD INSURANCE COM	JA-FB2024	2/1/2024	JA-FB2024 COBRA PREMIUM	18.36	18.36
118809	2/21/2024	52595	STAPLES BUSINESS CREDIT	7623437723-0-1	1/9/2024	X3 BLK NTRL PF IND XXL GLV	87.46	
				7623504840-0-1	1/9/2024	ADDRESS LABELS, ETC	61.12	
				7624153903-0-1	1/17/2024	PENTEL ENERGEL RTX .7MM	39.89	
				7624290029-0-1	1/19/2024	SPLS 8.5X11 REC COPY CS, E	585.92	
				7624838142-0-2	1/25/2024	QUICKFIT SPRDSHT BINDER	25.65	
				7905508572-0-1	1/26/2024	36X48 HARDWD STD LIP CHF	197.60	
				7623047180-0-1	1/4/2024	HP 64XL BLACK COMBO, ETC	106.44	1,104.08
118810	2/21/2024	55420	SUPERB ENGINEERING	1028	1/25/2024	90-DAY MAINT PERIOD (RETE	1,045.00	1,045.00
118811	2/21/2024	49033	THE PUBLIC RESTROOM COM	25067	1/31/2024	PRE-FAB BUILDING INSTLLTN	610,000.00	610,000.00
118812	2/21/2024	48152	TKE ENGINEERING, INC.	2023-813	1/22/2024	PE9/30 PLNCK, DILLON RD IM	4,869.50	
				2023-814	1/22/2024	PE9/30 PLNCK, WOODSPUR I	1,632.00	
				2023-808	1/22/2024	PE9/30 PLNCK, CIRCLE K	3,163.00	
				2023-809	1/22/2024	PE9/30 PLNCK, TRACT 31978	630.00	
				2023-810	10/25/2023	PE9/30 PLNCK, TRIPOLI APTS	5,110.25	
				2023-811	1/22/2024	PE9/30 PLNCK, QUERCIO/PAV	131.25	
				2023-812	1/22/2024	PE9/30 PLNCK, TRACT 38557	4,025.20	
				2023-815	1/22/2024	PE9/30 PLNCK, PARCEL MERI	71.87	19,633.07
118813	2/21/2024	38250	TOPS N BARRICADES	1104953	1/31/2024	CAR STOP 4' & PINS	140.29	
				1104787	1/23/2024	WEATHER SUIT LIME, JKT BC	408.52	
				1104794	1/23/2024	WEATHER SUIT LIME	55.57	604.38
118814	2/21/2024	44978	TRI-STATE MATERIALS, INC.	110210	1/15/2024	DESERT GOLD DG BLENDED	4,711.21	
				110211	1/19/2024	DESERT GOLD DG BLENDED	6,334.87	
				110212	1/19/2024	DESERT GOLD DG BLENDED	1,598.54	
				110273	1/29/2024	DESERT GOLD DG BLENDED	4,813.01	
				110392	1/30/2024	DESERT GOLD DG BLENDED	1,630.11	19,087.74

Bank : wfb WELLS FARGO BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118815	2/21/2024	38800	UNDERGROUND SERVICE AL23-2424183	2/1/2024	CA STATE FEE FOR REGULA	41.41	
			120240109	2/1/2024	JAN2024- 69 NEW TICKETS+I	130.75	172.16
118816	2/21/2024	39640	VALLEY LOCK & SAFE B302320	1/12/2024	CK-USB	556.80	556.80
118817	2/21/2024	39645	VALLEY OFFICE EQUIPMENT, IN2401-1146	1/22/2024	ACC #CO03, 12/23-1/22, 53462	250.29	250.29
118818	2/21/2024	53173	VERIZON CONNECT NWF, INCOSV0000032374	2/1/2024	JAN2024 GPS MONITORING S	1,084.73	1,084.73
118819	2/21/2024	44966	VERIZON WIRELESS 9955549956	2/1/2024	AC371867190-00001, 1/2-2/1	7,983.84	7,983.84
118820	2/21/2024	44775	VISTA PAINT CORPORATION 2024-341049-00	2/14/2024	ACRIGLO EGGSHELL WHITE-	1,329.82	
			2024-338883-00	2/12/2024	COVERALL EXT FLAT WHITE-	105.37	
			2024-341071-00	2/13/2024	COVERALL EXT FLAT DEEP E	842.95	2,278.14
118821	2/21/2024	01732	WAXIE SANITARY SUPPLY 82238647	1/23/2024	WAXIE GERMICIDAL ULTRA E	1,721.31	1,721.31
118822	2/21/2024	49778	WEST COAST ARBORISTS, IN209686-A	12/29/2023	12/28-29 TREE MAINT @ LLMI	3,600.00	
			209930	1/5/2024	1/5 TREE MAINT @ LLMD	427.50	
			209933	1/8/2024	1/8 TREE MAINT @ LLMD	1,905.00	
			209935	1/12/2024	1/9-12 TREE MAINT @ LLMD	9,093.00	15,025.50
118823	2/21/2024	54464	WHITE CAP, L.P. 50025295362	1/30/2024	48" WOOD HANDLE UNION SI	64.56	
			50025245568	1/25/2024	6" TOWABLE TRASH PUMP V	19,620.69	
			50025142052	1/16/2024	4" TRASH PUMP WACKER NE	5,619.12	
			50025209746	1/22/2024	1600 HOUR UV EMPTY SAND	652.50	
			50025224503	1/23/2024	15" CHROME ADJUSTABLE W	163.42	26,120.29
118824	2/21/2024	48971	XPRESS GRAPHICS & PRINTII24-59293	1/22/2024	VETERAN POLE BANNERS	402.43	402.43
118825	2/21/2024	42100	ZUMAR INDUSTRIES INC 8748	1/24/2024	RESERVED PARKING FOR BC	319.99	
			8763	1/26/2024	SPECIAL SIGNS	217.02	537.01
Sub total for WELLS FARGO BANK:						1,446,602.89	

125 checks in this report.

Grand Total All Checks: 1,954,012.20

Date: February 21, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide staff direction on sponsorship request received from Culturas Music-Arts for their 11th Annual Women Rising event, in the amount of \$5,000.

STAFF RECOMMENDATION:

Provide staff direction on sponsorship request received from Culturas Music-Arts for their 11th Annual Women Rising event, in the amount of \$5,000.

EXECUTIVE SUMMARY:

On February 9, 2024, staff received the attached \$5,000.00 sponsorship request from Culturas Music-Arts for their 11th Annual Women Rising Event. This year's event will be held at Spotlight 29 Casino and will run from 11am- 3pm. The event will be representative of a Rebozo Festival and celebrate women's achievement in politics, social justice, business, the arts and more.

The sponsorship will help to cover costs corresponding to music performances, speakers, art displays and vendors. The sponsorship amount requested of \$5,000 would qualify the City as a Chiapas Sponsor and will include two reserved tables of ten (10) at the event, on-stage acknowledgements, media advertisement, logo displays and an art piece.

ALTERNATIVES:

1. Approve City Manager to process sponsorship request of \$5,000 and authorize allocation of \$5,000 from undesignated City General Fund reserves for sponsorship request.
2. Decline sponsorship request submitted by Culturas Music-Arts.
3. Provide alternate direction to staff.

FISCAL IMPACT:

If Council approves request as submitted, an allocation of \$5,000 from undesignated General Fund reserves will be required to allow for sponsorship award in the requested amount of \$5,000 to the General Fund Government Fund.

Attachment: Sponsorship Request



February 9,2024

To the Honorable Mayor Steven Hernandez & Council,

Culturas Music-Arts is a grassroots community based nonprofit organization that brings free or low-cost art and music venues to the local community. Our tax ID is # 85-3845819. We are currently in the planning stages of our 11th Annual Women Rising event. The event will be held on March 16, 2024 at Spotlight 29 Casino in Coachella, CA from 11am-3pm. We are deeply grateful and honored that this venue celebrates local women's achievements in politics, social justice, business, the arts and more.

This year's Women Rising will present a "Rebozo Festival." an enchanting celebration of Mexico's iconic traditional garment. Rebozos are cherished by indigenous women and are versatile in their use. Handwoven from cotton, wool, silk and rayon and are diverse in lengths, patterns. Immerse yourself in the cultural tapestry as we showcase rebozos from various Mexican regions. All proceeds from the Rebozo Festival will benefit the Center for the Arts & Music.

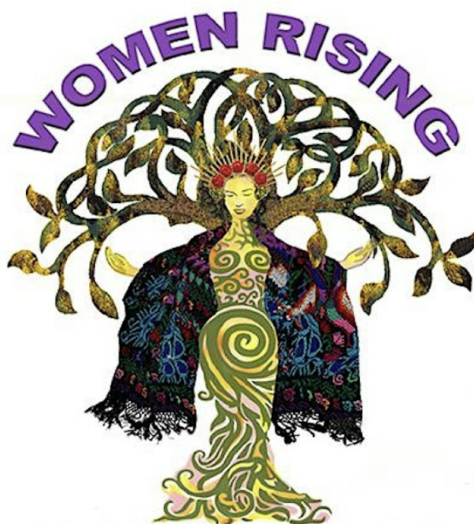
Like all great events, it takes a tremendous amount of planning and monetary assistance. Your donations help cover the cost of our event which will include dynamic local music performers, speakers, art displays, vendors, and more. Attached are sponsorship packets for your convenience. In addition, your sponsorship/donation will stipend 4 artists with their art installations and supplies. Sponsors will be prominently recognized on our Social Media and at the Women Rising event.

We are requesting \$5000 in sponsorship. The sponsorship will cover expenses for venue, sound and some artists expenses. Each member of the Council will receive one ticket to the event. We thank you for your consideration and support.

Please make checks payable to Culturas Music-Arts. Mail checks to 85092 Damascus Ave., Coachella, CA 92236 or contact Marisa Aceves at (760)972-4628 .

Thank you for your time and support

Oralia Ortiz



Culture

Tradition

Pride

TAPAME CON TU REBOZO SPONSOR PACKET



Rebozo Festival



Culturas Music-Arts is a grassroots, community-based, nonprofit organization that brings free or low-cost art and music venues to the local community. Our Tax ID is #85-3845819. We are currently in the planning stages of our 11th Annual Women Rising Event at Spotlight 29 Casino on Saturday, March 16th, 2024. We're deeply grateful and honored that this venue celebrates local women's achievements.



*Here's to Strong Women. may we know them,
may we be then y we raise them.*



INTRODUCTION

A Word from Our Madrinas

This year's Women Rising will present a "Rebozo Festival". It is our belief that women who are at the forefront of changing their communities and the world around us deserve to be acknowledged and celebrated for their accomplishments. Each year we select three (3) women for their work in areas of politics, social justice, business, the arts, and more. We honor the contributions they have made for the betterment of our communities and individuals.

Like all great events, it take a tremendous amount of planning and monetary assistance. Your donations and sponsorships help cover the cost of our event. All contributions help us include dynamic local music performers, speakers, art displays, vendors, and more. In addition, your sponsorship or donation will stipend four (4) artists with their art installations and supplies. Sponsors will be prominently recognized on our Social Media pages and at the Women Rising event.

We thank you in advance for supporting community based events. Proceeds support the construction of an Art Center by Culturas Music & Arts in the City of Coachella. Please review the Sponsor Packages. We also welcome donations. Please advise our Committee on your decision.

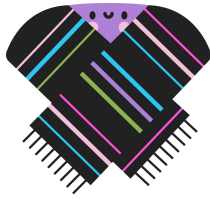


For Sponsorships or Donations:

Please make checks payable to **"Culturas Music-Arts"**.

Mail checks to **85092 Damascus Ave., Coachella CA 92236** or

Contact **Marisa Aceves** at **(760) 238- 2370**



SPONSOR TIERS

CHIAPAS SPONSOR

\$5,000

Our Chiapas sponsor receives the following: Two (2) reserved Tables of ten (10) seats totaling twenty (20) admissions. On-Stage Acknowledgement, Media Advertisement, Logo Displays, a Rebozo, a bottle of Tequila, and an Art Piece.

JALISCO SPONSOR

\$3,000

Our Jalisco Sponsor receives the following: One (1) reserved Table of Ten (10) seats and Five (5) additional tickets totaling fifteen (15) admissions, On-Stage Acknowledgement, Media Advertisement, and an Art Piece.

HIDALGO SPONSOR

\$2,000

Our Hidalgo Sponsor receives the following: One (1) reserved Table of ten (10) seats, On-Stage Acknowledgement, and Media Advertisement, and two (2) Complimentary Tickets to Cabot's Pueblo Museum.

MICHOACAN SPONSOR

\$1,000

Our Michoacan Sponsor receives the following: Five (5) admission tickets, On-Stage Acknowledgement, and Media Advertisement.

OAXACA SPONSOR

\$500

Our Oaxaca Sponsor receives the following: Two (2) admission tickets, On-Stage Acknowledgement, and Media Advertisement.

For Sponsorships or Donations:

Please make checks payable to **"Culturas Music-Arts"**.

Mail checks to **85092 Damascus Ave., Coachella CA 92236** or

Contact **Marisa Acosta** at **(760) 238 - 2370**



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Resolution 2024-06 adopting the Local Hazard Mitigation Plan as required by the Federal Disaster Mitigation and Cost Reduction Act 2000.

STAFF RECOMMENDATION:

Approve Resolution 2024-06 adopting the Local Hazard Mitigation Plan as required by the Federal Disaster Mitigation and Cost Reduction Act 2000.

EXECUTIVE SUMMARY:

The City of Coachella has prepared a draft city-wide Local Hazard Mitigation Plan(LHMP) in order to comply with Section 322 of the Federal Disaster Mitigation Act of 2000. The purpose of the LHMP is to identify risks posed by natural and manmade disasters and ways to minimize damage from those disasters. The LHMP identifies potential impacts of disasters such as earthquakes, wildfires, droughts, dam failure, landslides, and floods. Mitigation measures identified focus on prevention, property protection, public education and awareness, natural resource protection, emergency services, and improved management practices for structural projects.

Adoption of an LHMP is required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended by the Disaster Mitigation Act of 2000; the Act provides the legal basis for State, local and Indian Tribal governments to undertake a risk-based approach to reducing risks to natural hazards through mitigation planning. The LHMP is reviewed and updated every five years. A jurisdiction is required to have an approved LHMP in order for the City to continue to qualify for federal Disaster Mitigation Grant funding. The City has circulated its draft LHMP (attached hereto) to the appropriate County, State and Federal governmental agencies for review and has obtained approvals from all noted. Staff recommends approval of Resolution 2024-06 approving adoption of the Local Hazard Mitigation Plan for the City of Coachella.

FISCAL IMPACT:

Approval of Resolution 2024-06 will not have negative fiscal impact to the budget; approval will allow the City to continue to be eligible for federal Disaster Mitigation Grant funding.

Attachments:

Resolution 2024-06

LHMP

RESOLUTION NO. 2024-06

A RESOLUTION ADOPTING THE RIVERSIDE COUNTY OPERATIONAL AREA MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000.

WHEREAS, President William J. Clinton signed H.R. 707, the Disaster Mitigation and Cost Reduction Act of 2000, into law on October 30, 2000.

WHEREAS, the Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Local Hazard Mitigation Plan to be eligible for Federal Emergency Management Agency post-disaster funds; and

WHEREAS, the County of Riverside acted as the lead agency in the development of the Local Hazard Mitigation Plan; and

WHEREAS, the City of Coachella has coordinated the development of the Local Hazard Mitigation Plan; and

WHEREAS, the City of Coachella is concerned about mitigating potential losses from natural disasters before they occur, and

WHEREAS, the plan identifies potential hazards, potential losses and potential mitigation measure to limit losses, and

WHEREAS, the California State of Emergency Services has reviewed the plan on behalf of the Federal Emergency Management Agency; and

WHEREAS, formal adoption of the plan by the City of Coachella is required before final approval of the plan can be obtained from the Federal Emergency Management Agency; and

WHEREAS, the City of Coachella has determined that it would be in the best interest of the City of Coachella to adopt the Local Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL HEREBY ADOPTS the Local Hazard Mitigation Plan to meet the requirements of the Disaster Mitigation and Cost Reduction Act of 2000; and directs the City of Coachella to forward the Local Hazard Mitigation Plan to the Riverside County Emergency Management Department, the California Governor's Office of Emergency Services and to the Federal Emergency Management Agency of behalf of the City of Coachella for final approval.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Coachella held on the 28th day of February, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

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

I, City Clerk of the City of Coachella, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2024-06 adopted by the City Council of the City of Coachella at a regular meeting therefore duly held and convened on the 28th day of February, 2024.

Angela M. Zepeda, City Clerk

LOCAL HAZARD MITIGATION PLAN

2022



Prepared by: Maritza Martinez

City of Coachella

12/1/2022

CONTACT INFORMATION

CITY OF COACHELLA

Name: Maritza Martinez

Title: Public Works Director

Address: 53462 Enterprise Way

City, State and Zip: Coachella, CA 92236

Direct Contact: (951) 818-4239

Fax: 7603981630

Email: mmartinez@coachella.org

PLAN ADOPTION/RESOLUTION

The City of Coachella will submit plans to Riverside County Emergency Management Department who will forward to California Governor's Office of Emergency Services (CAL OES) for review prior to being submitted to the Federal Emergency Management Agency (FEMA). In addition, we will wait to receive an "Approval Pending Adoption" letter from FEMA before taking the plan to our local governing bodies for adoption. Upon approval, the City of Coachella will insert the signed resolution.

EXECUTIVE SUMMARY

The purpose of this local hazard mitigation plan is to identify the City's hazards, review and assess past disaster occurrences, estimate the probability of future occurrences, and set goals to mitigate potential risks to reduce or eliminate long-term risk to people and property from natural and man-made hazards.

The plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 to achieve eligibility and potentially secure mitigation funding through Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance, Pre-Disaster Mitigation, and Hazard Mitigation Grant Programs.

The City of Coachella's continual efforts to maintain a disaster-mitigation strategy is on-going. Our goal is to develop and maintain an all-inclusive plan to include all jurisdictions, special districts, businesses, and community organizations to promote consistency, continuity, and unification.

The City's planning process followed a methodology presented by FEMA and CAL-OES which included conducting meetings with the Operational Area Planning Committee (OAPC) coordinated by Riverside County Emergency Management Department (EMD) comprised of participating Federal, State and local jurisdictions agencies, special districts, school districts, non-profit communities, universities, businesses, tribes, and the general public.

The plan identifies vulnerabilities, provides recommendations for prioritized mitigation actions, evaluates resources, identifies mitigation shortcomings, provides future mitigation planning and maintenance of existing plan.

The plan will be implemented upon FEMA approval.

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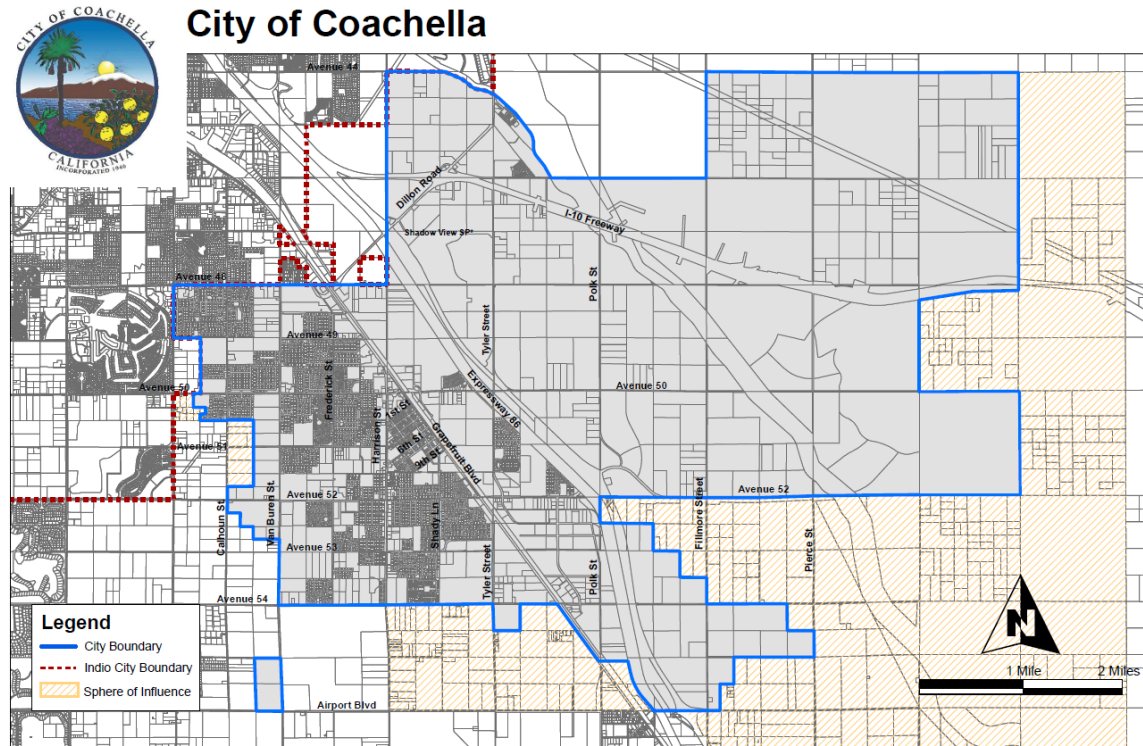
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SECTION 1.0 - COMMUNITY PROFILE

1.1 CITY MAP

Figure 1-1: Map of Coachella Planning Area



1.2 GEOGRAPHY AND CLIMATE DESCRIPTION

Coachella is a city in Riverside County, California; it is the easternmost city in the region collectively known as the Coachella Valley. It is located 28 miles east of Palm Springs, 72 miles east of Riverside, and 130 miles east of Los Angeles.

The eastern half of the Coachella Valley is below sea level, and the area's average elevation is 68 feet (35 m) below sea level. The Salton Sea, a saltwater lake located about 10 miles (16 km) South of Coachella, lies 227 feet (69 m) below sea level.

The city also lends its name to the Coachella grapefruit; the town's stretch of State Route 111 is named Grapefruit Boulevard in its honor. Coachella is an area which contains large year-round agricultural corporate farms and fruit groves, particularly of citrus (lemons, oranges, grapefruit) and date palms;

Harrison Street or State Route 86 is declared historic U.S. Route 99, the major thoroughfare that connects with Interstate 10 a few miles north of town.

1.3 BRIEF HISTORY

Known as the "City of Eternal Sunshine", Coachella is largely a rural, agricultural, family-oriented community in the desert and one of the state's fastest growing cities in the late 20th century. When it first incorporated back in 1946, it had 1,000 residents.

The city was originally founded as Woodspur in 1876, when the Southern Pacific Railroad built a rail siding on the site. In the 1880s the indigenous Cahuilla tribe sold their land plots to the railroads for new lands east of the current town site, and in the 1890s, a few hundred triquetrous took up settlement along the tracks.

The origin of the name Coachella is unclear, but in 1901 the citizens of Woodspur voted on a new name for their community; at their town hall meeting, the homeowners settled on "Coachella". Some locals believe it was a misspelling of Conchilla, a Spanish word for the small white snail shells found in the valley's sandy soil, vestiges of a lake which dried up over 3,000 years ago.

Coachella began as a 2.5-square-mile (6.5 km²) territory gridded out on the mesquite-covered desert floor. Not until the 1950s did Coachella begin to expand into its present range, about 32 square miles (83 km²), an area which contained large year-round agricultural corporate farms and fruit groves, particularly of citrus (lemons, oranges, grapefruit) and date palms.

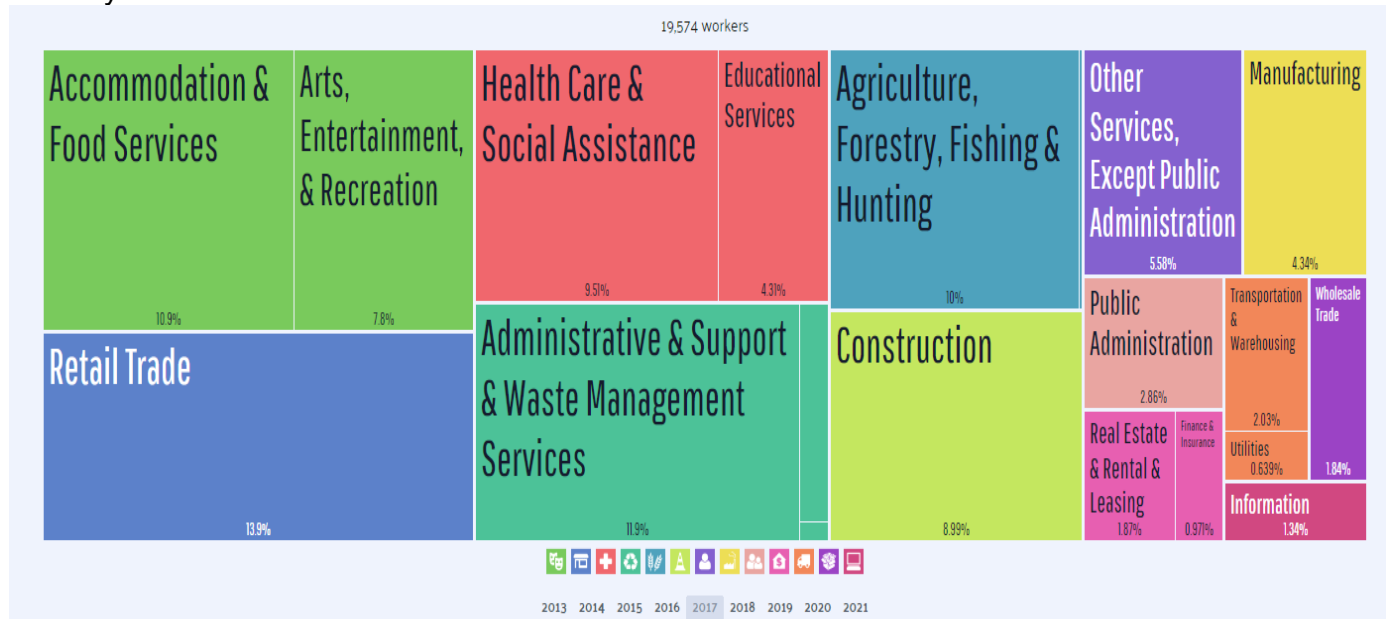
Coachella became a city in 1946. During the incorporation voting process, the first city council was tentatively elected: Lester C. Cox, T. E. Reyes, John W. Westerfield, Lester True, and Paul S. Atkinson. Also elected on November 26, 1946, were City Clerk Marie L. Johnson and City Treasurer John C. Skene. John Westerfield was appointed mayor at the first meeting.

1.4 ECONOMY DESCRIPTION

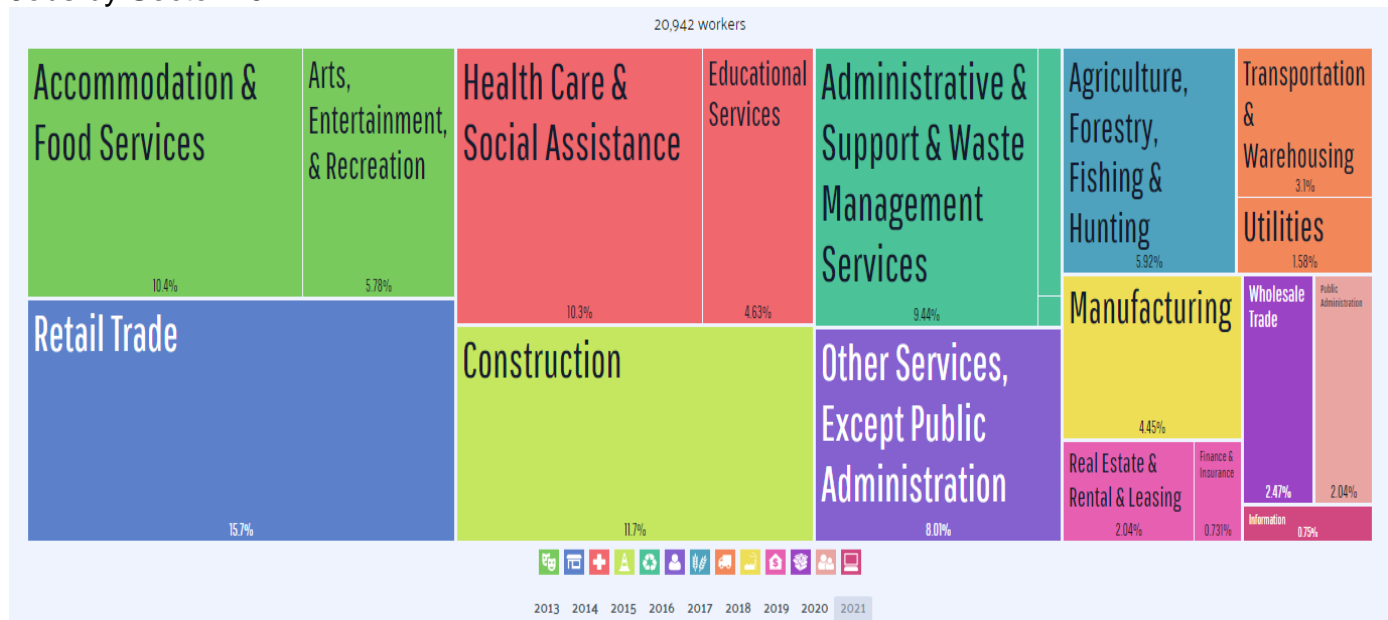
The Coachella Valley economy is based primarily on service-related industries and agriculture. Most of the jobs are in retail, tourism & hospitality, construction, and healthcare. Next to retail and tourist services, which are primarily in Palm Springs and Palm Desert, agriculture is the largest industry in the Coachella Valley with over 10% of the companies in the agri-business sector. Local farmers rank within the top 10 in California. The Coachella Valley's main cash crops include over 30 varieties of grove and vegetable crops such as citrus fruits, dates, table grapes, melons, corn, lettuce, carrots, and broccoli. In addition, a number of specialty vegetables are grown including avocados, figs, persimmons and greenhouse peppers. Much of the packing and distribution of agricultural products is done around Indio.

Figure 1-2: Jobs by Sector for the City of Coachella

Jobs by Sector 2017:



Jobs by Sector 2021:



Source: datausa.io

Table 1-1: List of Major Employers for the City of Coachella

Company Name	Category	Employment
Coachella Valley USD	Public School District	502
Spotlight 29 Casino	Entertainment	496
Ernie Ball/Paladar	Manufacturer	392
Armtec Defense (Subsidiary of Esterline Defense Tech)	Ordinance & Accessories	232
Coachella Valley Water District	Public Water Agency	192
Teserra Outdoors (formerly California Pools)	Pool Builder	184
Augustine Casino	Entertainment	179
Valley Pride	Agriculture	116
Cardenas Market	Grocery Store	110
Coca-Cola Enterprises Inc	Distribution	100

1.5 POPULATION AND HOUSING

Table 1-2: Population and Housing Characteristics for the City of Coachella

All Topics ▼	Coachella city, California	Riverside County, California
Population Estimates, July 1, 2022, (V2022)	42,835	2,473,902
PEOPLE		
Population		
Population Estimates, July 1, 2022, (V2022)	42,835	2,473,902
Population estimates base, April 1, 2020, (V2022)	41,938	2,418,177
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	2.1%	2.3%
Population, Census, April 1, 2020	41,941	2,418,185
Population, Census, April 1, 2010	40,704	2,189,641
Age and Sex		
Persons under 5 years, percent	4.9%	5.8%
Persons under 18 years, percent	19.7%	24.0%
Persons 65 years and over, percent	10.1%	15.3%
Female persons, percent	51.1%	49.7%
Race and Hispanic Origin		
White alone, percent	20.0%	78.4%
Black or African American alone, percent (a)	0.7%	7.5%
American Indian and Alaska Native alone, percent (a)	0.8%	2.0%
Asian alone, percent (a)	0.2%	7.8%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.5%
Two or More Races, percent	19.6%	3.9%
Hispanic or Latino, percent (b)	96.6%	52.0%
White alone, not Hispanic or Latino, percent	2.3%	31.3%
Population Characteristics		
Veterans, 2017-2021	195	114,259
Foreign born persons, percent, 2017-2021	40.9%	21.5%
Housing		
Housing units, July 1, 2022, (V2022)	X	868,020
Owner-occupied housing unit rate, 2017-2021	70.3%	68.1%
Median value of owner-occupied housing units, 2017-2021	\$262,200	\$390,400
Median selected monthly owner costs -with a mortgage, 2017-2021	\$1,685	\$2,195
Median selected monthly owner costs -without a mortgage, 2017-2021	\$514	\$627
Median gross rent, 2017-2021	\$895	\$1,552
Building permits, 2022	X	10,284

source: census.gov

1.6 DEVELOPMENT TRENDS AND LAND USE

During the past economic boom ending in 2007 many housing developments were left unfinished. Many of these are to the west and in the center of the City of Coachella and if not built out have begun to build again. This construction activity has significantly increased Coachella's residential density infill. The construction activity will provide many residential communities with mobility connectivity and drainage infrastructure that had remained unfinished.

Since 2020 the City has also seen a significant amount of high density housing constructed in the city's center and this has increased population in the City's center. Regional improvements needed to address significant flood events are still unfunded and continue to pose a hazard to flood prone areas; the increase in population to the city's center has increased the city's vulnerability for flood prone events. The increased residential density infill has not increased the city's vulnerability for heat or earthquake events as the new structures are seismic in their design qualities and near critical infrastructure to support downtown residents.

Table 1-3: Housing Characteristics for the City of Coachella

Housing Type	Number of Units	Percent of Total Units
Single Family Detached	7,509	70.6 %
Single Family Attached	329	3.1 %
Multi-family: 2 to 4 units	1,002	9.4 %
Multi-family: 5 units plus	1,162	10.9 %
Mobile Home	629	5.9 %
Total	10,631	100 %

SECTION 2.0 - PLANNING PROCESS

2.1 LOCAL PLANNING PROCESS

Representatives from multiple County (City, District) departments met several times to identify and prioritize appropriate mitigation strategies. Personnel involved in these meetings included senior management and staff from the following divisions: Emergency Services Division (Emergency Management Coordinator), Development Services Department (Development Services Director, Planning Manager) Public Works Department (Public Works Director and Street Supervisor) and Engineering Department (Engineering Technician). The group was made up of planners, building department officials, facility managers, civil engineers, and emergency managers. Each staff member was invited to participate in the updating process of the LHMP and attend meetings via emails and phone calls.

The local Planning Committee Meetings included a discussion of updates from the regional meetings and focused on the local planning process. All meetings included the attendees noted above. Meetings were held at the City's EOC and the meetings were each focused at different topics correspondent to available existing resources and identifying how to address hazards. The focus of each meeting was as follows: Identify and discussed hazards, discussed Hazards and departments to confirm data, discussed future infrastructure and planning projects, and discussed hazards addressed by these future improvements. We also reviewed drafts of planning sections of LHMP and requested revisions to certain sections.

Table 2-4: Hazard Mitigation Planning Committee

Agency	Department	Name & Title
City of Coachella	Administration	Gabriel Martin, City Manager
City of Coachella	Economic Development	Celina Jimenez, Economic Development Director
City of Coachella	Development Services	Gabriel Perez, Development Services Director
City of Coachella	Public Works	Maritza Martinez, Public Works Director
City of Coachella	Public Works	Alex Alarcon, Streets Supervisor
City of Coachella	Engineering	Andrew Simmons, City Engineer
Riverside County	Sherriff	Lieutenant Randy Vasquez, Assistant Chief of Police
CalFire	Fire	Richard Tovar, Division Chief
Riverside County	EMD	Maricarmen Aguirre, Emergency Services Coordinator

2.2 PARTICIPATION IN REGIONAL (OA) PLANNING PROCESS

The City of Coachella participated in various Riverside County meetings to obtain the support in updating the City's LHMP:

- OAPC (Operational Area Planning Committee) Meetings
 - March 24, 2022
 - May 26, 2022
 - July 28, 2022
 - November 3, 2022
- LHMP One-On-One Meetings
 - September 27, 2022
 - October 18, 2022

2.3 DATES AVAILABLE FOR PUBLIC COMMENT

The City of Coachella conducted opportunities for the public to comment and provide suggestions throughout the updating process of the plan.

- City of Coachella Website
 - Dates posted: **11/17/2022 – 12/31/2022**
 - A screenshot of this public opportunity is provided in Appendix A
 - Responses were collected and given consideration when the city developed their mitigation plan
- Community outreach and engagement
 - Teen CERT class: **07/18/2022 – 07/20/2022**
 - A screenshot of the agenda is provided in Appendix A

2.4 PLANS ADOPTED BY RESOLUTION

Upon approval by FEMA, the LHMP will be presented to the Coachella City Council in a public meeting for adoption via an official Resolution.

SECTION 3.0 – UPDATES AND MITIGATION ACTIONS

3.1 UPDATES TO 2022 LHMP PLAN

Coachella’s planning team has reviewed the hazards that affect the City and summarized their frequency of occurrence, spatial extent, potential magnitude, and significance specific to Coachella and determined there are no new hazards or priorities since approval of the 2017 LHMP.

3.2 HAZARD UPDATES

The hazard identified in the 2022 LHMP update remain similar to the 2017 LHMP.

3.3 MITIGATION ACTIONS AND UPDATES

3.3.1 GOALD AND OBJECTIVES

- ❖ Goal 1: Aggressive public education campaign in light of predictions.
- ❖ The mitigation actions highlighted are focused on the City’s high priority hazards: flood, earthquake and extreme heat.
 - Objective 1.1: Provide timely notification and direction to the public of imminent and potential hazards.
 - Objective: 1.2: Increase public awareness about the nature and extent of hazards they are exposed to, where they occur, what is vulnerable, and recommended responses to identified hazards (i.e. both preparedness and response).
 - 1.2.1: Create/continue an outreach program, provide educational resources, develop and provide training
- ❖ Goal 2: Reinforce emergency response facilities.
- ❖ Goal 3: Fire sprinkler ordinance for all structures.

3.4 2017 PLAN MITIGATION ACTIONS (HISTORICAL REFERENCE)

The 2017 mitigation strategies and projects are listed in the following table:

Table 3-5: 2017 Plan Mitigation Actions

2017 LHMP Mitigation Actions Table					
Type of Hazard	Mitigation Actions	Departments/Jurisdictions	Status Update	Funding Source	Status of moving to

					2022 LHMP
Extreme Heat	Staff has received training and the city's senior center and/or community center will be available for cooling and warming centers in addition to the regular hours that they serve	City of Coachella Public and Senior Center	Ongoing	City Funding	Yes
Flood	Coachella Valley Storm Water Channel – Physical Map Revision (CVSC PMR): Places a portion of the City within a special flood hazard area	Coachella Valley Water District	Effective early 2018	Proposition 1	No
Flood	Storm Water Master Plan: This master plan identifies facilities and locations to manage the flood hazards identified in the CVSC PMR and for other areas (Oasis, Mecca, North Shore, etc.)	Coachella Valley Water District	Completed 2021	Proposition 1	No
Flood	Coachella Valley Storm Water Channel	Coachella Valley Water District	Completed	Proposition 1 and Coachella Valley Mountain	No

	Improvement Project: Avenue 54 to the Thermal Drop Structure; This will manage the flooding hazard identified by the Coachella Valley Storm Water Channel			Conservancy Fund	
Earthquake	EOC activation training and table-top exercises for city staff allied agencies	City of Coachella	Annual and Ongoing	Emergency Management Performance Grant	No
Fire	Home Fire Campaign Install smoke detectors in older homes in the city	Red Cross, Riverside County Fire Department, Riverside County Sheriff, AmeriCorps, City of Coachella	Completed February 2017	Red Cross Campaign	No
Fire	Design of a second Fire Station: A secondary location will provide for adequate response times to its community	City of Coachella - City Engineer	Not moving forward at this time	Development Fees	No
Flood	Coachella Valley Storm Water Channel – Physical Map Revision (CVSC PMR): Places a portion of the City within a special flood hazard area	Coachella Valley Water District	Effective early 2018	Proposition 1 and Coachella Valley Mountain Conservancy Fund	No

3.5 2022 LHMP MITIGATION ACTIONS

The City of Coachella has identified its high priority hazards as earthquake, extreme heat, and flood which is why its mitigation actions listed below are its main focus and considered high priority. (See Section 4.1)

The 2022 mitigation strategies and projects are listed in the following table.

Table 3-6: 2022 Plan Mitigation Actions

2022 LHMP Mitigation Actions Table				
Type of Hazard	Mitigation Actions	Departments/Jurisdictions	Status Update	Funding Source
Extreme Heat	City has acquired a property that can be used as a cooling center; tenant improvement are ongoing. Cooling and Heating Centers are open in the City year-round Monday-Friday.	City of Coachella Public and Senior Center	Ongoing 2022-2027	City funding
Extreme Heat	The City added over 300 trees this fiscal year and we actively search for additional urban greening and forestry funding to fund the expansion of the City's urban forest	City of Coachella Public Works and Engineering	Ongoing (2022-2027)	Urban Greening and Proposition 1
Extreme Heat	Develop heat-action plan specific to vulnerable populations, such as the elderly and individuals with chronic health conditions. Coordinate with	City of Coachella Public Works Department and Emergency Management Department	2022-2027	Emergency Management Performance Grant

	healthcare providers and social services to ensure at-risk individuals receive appropriate support.			
Earthquake	Invest and promote in earthquake early warning systems that provide residents and businesses with crucial seconds to minutes of warning before strong shaking.	City of Coachella Development Services Department	2022-2027	City
Earthquake	Require new builds to adhere to the current updated Seismic building standards.	City of Coachella Development Services Department	Annual and Ongoing (2022-2027)	City
Earthquake	Community Shelters: purchase a large facility that can be used as a community shelter and improved to serve community.	City of Coachella Public Works Department	Purchased 2023 Tenant Improvements Needed 2023-2027	City
Flood	State Route 86/Avenue 50 Interchange Project Construct a new Avenue 50 bridge structure over the Whitewater River/Coachella Valley Stormwater Channel (CVSC).	City of Coachella Engineering Department and Caltrans	2022-2027	HBP (State Highway Bridge Program) and CVAG (Coachella Valley Association of Governments)

3.6 Critical Facilities and Infrastructures

Critical facilities are facilities that pose unacceptable risks if severely damaged or become non-operational. Below is a table of critical facilities in the City of Coachella.

Critical Facilities and Infrastructures

Critical Facilities Type	Number
Emergency Operations Center	1
City Hall	1
Fire Stations	1
Water Reservoirs	2
Water Treatment Plants	6
Waste Water Treatment Plants	1
Maintenance Yards	1
Senior Community Centers	1
Schools	8
Radio Repeaters	1

3.7 Estimated Property Loss 2022

No. of properties

9,625

Total assessed value

\$2.77 B

Type	Count	Total	Median
Agricultural	133	\$91.57 M	\$688,475
Business / Personal Property	377	\$144.02 M	\$382,019
Commercial	430	\$552.72 M	\$1.29 M
Other	15	\$17.92 M	\$1.19 M
Residential	7,865	\$1.62 B	\$206,094
Vacant Land	743	\$210.96 M	\$283,934
NA	62	\$130.25 M	\$2.1 M

Source: Riverside County Assessor

3.8 Table Replacement Values

Name of Asset	Replacement Value (\$)	Occupancy/ Capacity #	Hazard Specific Info.
City Hall	2,200,500	165	Unreinforced masonry
Fire Department	1,500,000	60	secured perimeter
Corporate Yard	3,750,000	800	secured perimeter
Coachella Valley Unified School District (10 schools)			

Bobby G. Duke Middle School	\$34,000,000	900	secured campuses
Cesar Chavez Elementary	\$26,000,000	669	secured
Coachella Valley HS	\$90,000,000	1712	secured
Coral Mountain Academy	\$26,000,000	900	secured
Valley View Elementary	\$23,000,000	580	secured
Palm View Elementary	\$25,000,000	630	secured
Peter Pendleton Elementary	\$22,000,000	560	secured
Valle del Sol Elementary	\$26,000,000	900	secured
Coachella Community Center	\$1,350,000	120	Unsecured perimeter
Public Utilities (Water / Wastewater)	\$37,590,000	n/a	

SECTION 4.0 – HAZARD IDENTIFICATION AND RISK ASSESSMENT

4.1 Hazard Identification

The Hazard Mitigation Planning Committee conducted a hazard identification study to determine the hazards that threaten the planning area. The following data sources were used for this hazard identification: 2015 City of Coachella General Plan, 2022 Riverside County LHMP Survey, 2018 Riverside County MJLHMP, FEMA Disaster Declaration Database, and FEMA National Risk Index (NRI) Comparison Report. Using existing natural hazards and input gained through the kickoff planning meeting, the Hazard Mitigation Planning Committee agreed upon a list of hazards that could affect the City.

To assist in ranking the identified hazards, the following scale for rating was utilized.:

Severity

- 0- Does not apply
- 1- Negligible damage/injuries
- 2- Limited damage/injuries
- 3- Critical damage/injuries
- 4- Catastrophic damages

Probability

- 0- Does not apply
- 1- Unlikely (<1% chance in next 100 years)
- 2- Possible (1%-10% chance in next year)
- 3- Likely (10%-100% chance in next 10 years)
- 4- Highly likely (near 100% in next year)

Table 4-7: City of Coachella Hazard Identification risk Matrix 2022

Hazard	SEVERITY 0 - 4	PROBABILITY 0 - 4	RANKING 1-24	MITIGATION PRIORITY
EARTHQUAKE	3	3	1	High
FIRE	1	2	7	Medium
FLOOD	1	4	3	High
AQUEDUCT FAILURE	1	1	16	Low
DROUGHT	1	2	5	Low
STORM	2	3	4	Low
INSECT INFESTATION	1	2	17	Low

LANDSLIDE	0	0	24	Low
TORNADO	0	0	25	Low
EXTREME WEATHER - HEAT	2	4	2	High
CIVIL DISORDER	2	2	12	Low
COMMUNICATIONS FAILURE	1	2	11	Low
CYBER ATTACK/ CYBER TERRORISM	1	2	8	Low
DAM FAILURE	0	0	23	Low
ELECTRICAL FAILURE	3	3	6	Medium
HAZARDOUS MATERIALS INCIDENT	2	1	18	Low
JAIL/PRISON EVENT	2	2	15	Low
NUCLEAR INCIDENT	4	2	20	Low
PIPELINE DISRUPTION	2	3	19	Low
RADIOLOGICAL INCIDENT	2	1	21	Low
TERRORIST EVENT – MASS CASUALTY	2	2	13	Low
TRANSPORTATION FAILURE	2	4	10	Low
WATER SUPPLY DISRUPTION /	1	2	22	Low
EMERGENT DISEASE / CONTAMINATION	2	2	14	Low
PANDEMIC	2	2	9	Low

4.2 LIST OF COUNTY AND CITY HAZARDS

The City of Coachella and Riverside County have similar hazards that affect their jurisdiction; however, the rankings of their hazards are slightly different. Below is a table that illustrates the difference between each of their hazards for the 2022 LHMP.

Table 4-8: Ranking of County and City Hazards

Riverside County 2017 Hazards	Ranking	City of Coachella 2022 Hazards	Ranking
Earthquake	1	Earthquake	1
Pandemic Flu	2	Extreme Weather – Heat	2
Wildland Fire	3	Flood	3
Electrical Failure	4	Storm	4
Emergent Disease/Contamination	5	Drought	5
Cyber Attack	6	Electrical Failure	6
Terrorist Event	7	Fire	7
Communications Failure	8	Cyber Attack/Cyber Terrorism	8
Flood	9	Pandemic	9
Civil Disorder	10	Transportation Failure	10
Drought	11	Communications Failure	11
Nuclear/Radiological Incident	12	Civil Disorder	12

Extreme Weather	13	Terrorist Event – Mass Casualty Incident (MCI)	13
Transportation Failure	14	Emergent Disease/Contamination	14
Dam Failure	15	Jail/Prison Event	15
Aqueduct	16	Aqueduct Failure	16
Tornado	17	Insect Infestation	17
Insect Infestation	18	Hazardous Materials Incident	18
Jail/Prison Event	19	Pipeline Disruption	19
Pipeline Disruption	20	Nuclear Incident	20
Landslide	21	Radiological Incident	21
HazMat Incident	22	Water Supply Disruption/Contamination	22
Water Supply Disruption/Contamination	23	Dam Failure	23

4.3 Disaster Declaration History

One method to identify hazards based on past occurrences is to look at what events triggered federal and/or state disaster declarations within the Operational Area (OA). Disaster declarations are granted when the severity and magnitude of the event's impact surpass the ability of the local government to respond and recover. When the local government's capacity has been surpassed, a state disaster declaration may be issued, following the local agency's declaration, allowing for the provision of state assistance. Should the disaster be so severe that both the local and state government's capacity is exceeded, a federal disaster declaration may be issued allowing for the provision of federal disaster assistance.

Riverside County has experienced 50 federal declarations since 1990 and 10 state declarations since 2015. Out of these 61 declarations 1 was associated with an earthquake event, 2 from biological events, 2 from freezing events, 3 from flooding events, 14 from severe storms, 34 from fires, 1 with hurricane (for evacuations stemming from Hurricane Katrina in 2005).

Table 4-9: Summary of Federal Declarations in Riverside County 1990 to 2022

Year	Disaster Type	Disaster Cause	County	Disaster Number	Federal Declaration Date
1990	Fire	Fires	Riverside	DR-872	6/30/1990
1991	Freezing	Severe Freeze	Riverside	DR-894	2/11/1991
1992	Earthquake	Earthquake & Aftershocks	Riverside	DR-947	7/2/1992

1993	Flood	Severe Winter Storm, Mud & Landslides, & Flooding	Riverside	DR-979	2/3/1993
1994	Fire	Fires, Mud/Landslides, Flooding, Soil Erosion	Riverside	DR-1005	10/28/1993
1995	Severe Storm	Severe Winter Storms, Flooding Landslides, Mud Flow	Riverside	DR-1046	3/12/1995
1995	Severe Storm	Severe Winter Storms, Flooding Landslides, Mud Flows	Riverside	DR-1044	1/10/1995
1998	Severe Storm	Severe Winter Storms and Flooding	Riverside	DR-1203	2/9/1998
2003	Fire	CA – Locust Wildfire	Riverside	FM-2491	8/19/2003
2003	Fire	CA – Railroad Fire	Riverside	FM-2475	7/3/2003
2003	Fire	Canyon Fire	Riverside	FM-2487	7/25/2003
2004	Fire	Wildfires, Flooding, Mudflow and Debris Flow	Riverside	DR-1498	10/27/2003
2004	Fire	CA – Pleasure Fire	Riverside	FM-2515	4/26/2004
2004	Fire	CA – Cerritos Fire	Riverside	FM-2517	5/4/2004
2004	Fire	CA – Eagle Fire	Riverside	FM-2516	5/4/2004
2004	Fire	CA – Melton Wildfire	Riverside	FM-2533	7/18/2004
2004	Fire	Pass Fire	Riverside	FM-2500	10/21/2003
2004	Fire	CA – Leakview	Riverside	FM-2530	7/14/2004

2004	Fire	CA – Mountain Fire	Riverside	FM-2507	10/26/2003
2005	Hurricane	Hurricane Katrina Evacuation	Riverside	EM-3248	9/13/2005
2005	Severe Storm	Severe Storms, Flooding, Landslides, and Mud and Debris Flows	Riverside	DR-1585	4/14/2005
2005	Severe Storm	Severe Storms, Flooding, Debris Flows, and Mudslides	Riverside	DR-1577	2/4/2005
2006	Fire	Orchard Fire	Riverside	FM-2676	9/17/2006
2006	Fire	Woodhouse Fire	Riverside	FM-2584	10/6/2005
2006	Fire	Sierra Fire	Riverside	FM-2630	2/6/2006
2007	Fire	Esperanza Fire	Riverside	FM-2678	10/26/2006
2007	Freezing	Severe Freeze	Riverside	DR-1689	3/13/2007
2008	Fire	Wildfires, Flooding, Mud Flows, and Debris Flows	Riverside	DR-1731	10/24/2007
2008	Fire	Wildfires	Riverside	EM-3279	10/23/2007
2009	Fire	Wildfires	Riverside	DR-1810	11/18/2008
2009	Fire	Freeway Fire Complex	Riverside	EM-2792	11/15/2008
2010	Severe Storm	Severe Winter Storms, Flooding, and Debris and Mud Flows	Riverside	DR-1884	3/8/2010
2011	Flood	Severe Winter Storms, Flooding, and Debris and Mud Flows	Riverside	DR-1952	1/26/2011

2013	Fire	Summit Fire	Riverside	FM-5023	5/1/2013
2013	Fire	Falls Fire	Riverside	FM-5040	8/6/2013
2013	Fire	Silver Fire	Riverside	FM-5041	8/8/2013
2017	Fire	Canyon Fire	Riverside	FM-5213	9/26/2017
2017	Flood	Severe Winter Storms, Flooding, and Mudslides	Riverside	DR-4305	3/16/2017
2018	Fire	Wildfires	Riverside	EM-3396	12/8/2017
2018	Fire	Holy Fire	Riverside	FM-5268	8/9/2018
2018	Fire	Cranston Fire	Riverside	FM-5260	7/25/2018
2018	Fire	Canyon 2 Fire	Riverside	FM-5223	10/9/2017
2019	Severe Storm	Severe Winter Storms, Flooding, Landslides, and Mudslides	Riverside	DR-4431	5/1/2019
2020	Biological	COVID-19	Riverside	EM-3428	3/13/2020
2020	Biological	COVID-19 Pandemic	Riverside	DR-4482	3/22/2020
2020	Fire	Hill Fire	Riverside	FM-5299	10/30/2019
2020	Fire	Apple Fire	Riverside	FM-5325	8/2/2020
2020	Fire	46 Fire	Riverside	FM-5300	10/31/2019
2021	Fire	Blue Ridge Fire	Riverside	FM-5381	10/26/2020
2022	Fire	Fairview Fire	Riverside	FM-5451	9/6/2022

Source: OpenFEMA DataSet: Disaster Declaration Summaries

Table 4-10: Summary of State Declarations in Riverside County 2015 to 2022

Year	Month	Disaster	County	Disaster Code	Governor Declared
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2015	July	Severe Rainstorms	Riverside	65	Yes
2017	January	January Winter Storms	Riverside	77	Yes
2018	July	Cranston Fire	Riverside	102	Yes
2018	August	Holy Fire	Riverside	106	Yes
2019	January – February	Atmospheric River Storm System	Riverside	109	Yes
2019	October	Eagle, Reche, Saddleridge, Sandalwood, and Wolf Fires	Riverside	112	Yes
2019	October	Extreme Wind and Fire Weather Conditions	All California counties	114	Yes
2020	August – September	Fires and Extreme Weather Conditions	Declared by Governor only: All other California counties not listed above	115	Yes
2022	September	Fairview & Mosquito Fires	Riverside	133	Yes
2022	September	Tropical Storm Kay	Riverside	135	Yes

Source: State of California Franchise Tax Board

4.4 Hazard Profiles

The Hazard Mitigation Planning Committee decided to only list the hazards with the highest mitigation priority.

Each hazard is profiled in the following format:

- **Hazard Description** — This section gives a description of the hazard and details on the hazard specific to the Planning Area.
- **Location** — Location is the geographic areas within the planning area that are affected by the hazard (e.g., floodplain).
- **Extent** — Extent is the strength or magnitude of the hazard. Extent can be described in a combination of ways depending on the hazard, such as: the value on an established scientific scale or measurement system, other measures of magnitude such as water depth or wind speed, the speed of onset, or the duration of hazard events.
- **Previous occurrences** — This section includes the history of previous hazard events for each hazard. This helps estimate the likelihood of future events and helps predict potential impacts.
- **Probability of future events** — The frequency of past events is used in this section to gauge the likelihood of future occurrences. Where possible, frequency was calculated based on existing data. It was determined by dividing the number of events observed by the number of years on record and multiplying by 100. This gives the percent chance of the event happening in any given year. Likelihood of future occurrences is categorized into one of the following classifications:
 - 4 — Highly Likely — Near 100 percent chance of occurrence in the next year
 - 3 — Likely — Between 10 and 100 percent chance of occurrence in the next 10 years
 - 2 — Possible — Between 1 and 10 percent chance of occurrence in the next year
 - 1 — Unlikely — Less than 1 percent chance of occurrence in the next 100 years
 - 0 — Does not apply

4.4.1 Earthquake - Severity - 3, Probability - 3, Ranking - 1

Hazard Description: An earthquake is a natural geological phenomenon characterized by the sudden release of energy in the Earth's crust that creates seismic waves. This release of energy is typically caused by the movement of tectonic plates beneath the Earth's surface. Earthquakes can vary in size, from minor tremors that are barely felt to massive events that can cause widespread destruction. The intensity of an earthquake is commonly measured using the Richter scale or the moment magnitude scale (Mw), which quantifies the amount of energy released during the quake.

The region is capable of experiencing earthquakes with magnitudes greater than 7.0, which can cause severe damage to infrastructure and pose a threat to public safety. The city has a

mix of older structures and newer construction. Older buildings, particularly those constructed before modern seismic codes were established, may be more vulnerable to earthquake damage. The city's infrastructure, including roads, bridges, utilities, and lifeline systems, could be significantly impacted by a major earthquake, leading to disruptions in transportation, communication, and emergency response.

Location: The City of Coachella is susceptible to seismic activity due to its proximity to major fault lines. It is situated within Seismic Zone 3, which indicates a high seismic hazard potential. The city is near the San Andreas Fault, which is a major fault capable of generating significant earthquakes. Other nearby faults, such as the San Jacinto Fault and the Elsinore Fault, also contribute to the seismic risk.

San Andreas Fault

The San Andreas Fault Zone is a major structural feature that forms at the boundary between the North American and Pacific tectonic plates. It extends from the Salton Sea in Southern California to north of Point Arena Along the northern California coast, where the fault trace extends out into the Pacific Ocean. In the south, the San Gabriel Mountains roughly denote the path of the San Andreas Fault. The San Andreas Fault is a strike-slip-type fault³ that traverses Los Angeles County and has experienced movement within the last 150 years.

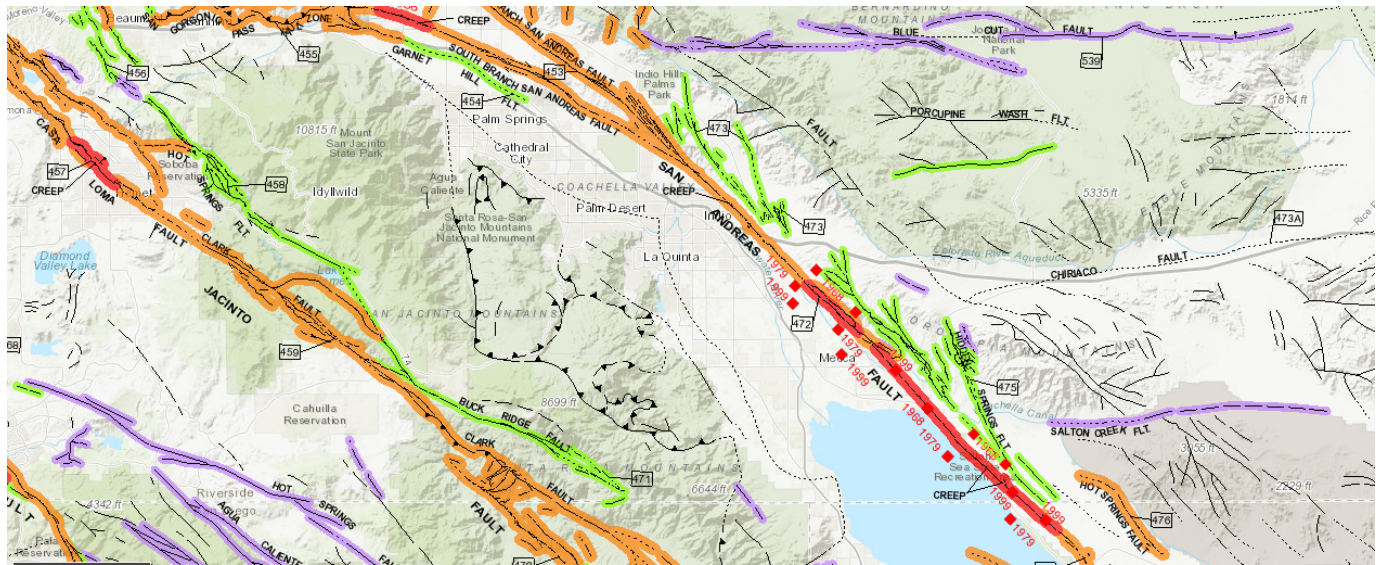
San Jacinto Fault

The San Jacinto Fault is the most seismically active fault in southern California, with significant earthquakes (>M5.5), including surface rupturing earthquakes in 1968 (M6.6 Borrego Mountain earthquake) and 1987 (M6.6 Superstition Hills and M6.2 Elmore Ranch earthquakes), and numerous smaller shocks within each of its main sections. The fault zone is divided from north to south into: San Bernardino section, San Jacinto Valley section, Anza section, Coyote Creek section, Borrego Mountain section, Superstition Hills section, and Superstition Mountain section. Slip rates in the northern half of the fault system are around 12 mm/yr but are only around 4 mm/yr for faults in the southern half where strands overlap or are sub-parallel.


Whittier-Elsinore Fault

The Whittier-Elsinore Fault is a major strike-slip fault zone that is part of the San Andreas Fault system. The fault has been divided into sections, from north to south: Whittier section, Chino section, Glen Ivy section, Temecula section, Julian section, Coyote Mountain section, and Laguna Salada section. Research studies have been done to assess faulting on most of the sections, and have documented Holocene activity for the length of the fault zone with a slip rate around 4-5 mm/yr. Multiple events have only been dated on the Whittier fault and Glen Ivy North fault strand, so interaction between faults and adjacent sections is not well-known. Although no known historic earthquakes have occurred on this fault, at least one surface rupturing earthquake has occurred in the past 9,598 yr.

Figure 4-3: Fault Activity Map in Region




FAULT CLASSIFICATION COLOR CODE
(Indicating Recency of Movement)

 Fault along which historic (last 200 years) displacement has occurred.

 Holocene fault displacement (during past 11,700 years) without historic record.

 Late Quaternary fault displacement (during past 700,000 years).

 Quaternary fault (age undifferentiated).

 Pre-Quaternary fault (older than 1.6 million years) or fault without recognized Quaternary displacement.

Source: California Department of Conservation

Extent: The speed of onset of earthquake is short. Duration of shaking is also short, though aftershocks may continue to occur for a period of time. The amount of energy released during an earthquake is usually expressed as a magnitude and is measured directly from the earthquake as recorded on seismographs. An earthquake's magnitude is expressed in whole numbers and decimals (e.g., 6.8).

Previous occurrences: Since 1990 there has only been one Presidential Declaration due to an earthquake

Table 4-11: Riverside County Disaster Declarations from Earthquakes

Year	Disaster Type	Disaster Cause	County	Disaster Number	Federal Declaration Date
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1992	Earthquake	Earthquake Aftershocks	&	Riverside	DR-947	7/2/1992
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Source: FEMA, California Tax Franchise Board

Probability of future events:

Major earthquakes in the City of Coachella can be classified as 2 — Possible — Between 1 and 10 percent chance of occurrence in the next year

4.4.2 Severe Weather: Extreme Heat- Severity- 2, Probability - 4, Ranking- 2

Hazard Description: Extreme heat is a hazardous weather phenomenon characterized by abnormally high temperatures over an extended period. It occurs when there is a prolonged period of excessively hot weather, often accompanied by high humidity levels, leading to dangerous and potentially life-threatening conditions. Extreme heat events are marked by temperatures that significantly exceed the local average for a given season. These events can result in daytime highs above 100 degrees Fahrenheit and nighttime lows that offer little relief. Extreme heatwaves can last for several days to weeks, with little to no respite from the elevated temperatures. Prolonged exposure to these conditions increases the risk to human health. In comes cases, extreme heat may be accompanied by high humidity, which can intensify the heat stress experienced by individuals. High humidity makes it harder for the body to cool down through sweating.

Heat is a significant hazard faced by the City of Coachella. Extreme heat events can have a significant impact on human health, the environment, and critical infrastructure. The impacts to human health include heat exhaustion, heat stroke, and other heat-related illnesses. Vulnerable populations including the elderly, young children, and individuals with preexisting medical conditions are particularly at risk. Extreme heat can have adverse effects on the environment, including drought conditions, reduced air quality, and stress on ecosystems. It can also contribute to wildfires, especially in regions with dry vegetation. The prolonged exposure to high temperature can stress critical infrastructure, including power grids, transportation systems, and water supplies. Power outages and transportation disruptions are common during extreme heat events.

Location: Coachella's desert location and low elevation contribute to its susceptibility to extreme heat, particularly during the summer months. Extreme heat events affect the entire city and the surrounding areas within Riverside County. The extent of the impact is widespread, with elevated temperatures impacting both urban and rural communities.

Extent: Extreme heat events are frequent in Coachella, typically occurring from May to September. Prolonged heatwaves, lasting several days to weeks, can lead to severe heat-related impacts. Prolonged exposure to high temperatures poses a risk to the health and well-being of the population, particularly vulnerable groups such as the elderly, young children, outdoor workers, and individuals with pre-existing health conditions. Extreme heat can cause a range of health issues, including heat exhaustion and heat stroke, particularly in vulnerable

populations. High temperatures can also increase the demand for electricity for cooling, which can stress the power grid and lead to outages.

Factors such as high temperatures, low humidity, and limited nighttime cooling contribute to elevated heat indices. Heat indices can significantly exceed the actual air temperature, intensifying the heat stress experienced by residents. Below is a chart depicting possible heat disorders in high-risk groups in relation to temperature and relative humidity.

Figure 4-4: Heat Index Chart

HEAT INDEX °F (°C)													
The heat index is an accurate measure of how hot it really feels when the affects of humidity are added to high temperature.													
Temp.	RELATIVE HUMIDITY (%)												
	40	45	50	55	60	65	70	75	80	85	90	95	100
110 (47)	136 (58)												
108 (43)	130 (54)	137 (58)											
106 (41)	124 (51)	130 (54)	137 (58)										
104 (40)	119 (48)	124 (51)	131 (55)	137 (58)									
102 (39)	114 (46)	119 (48)	124 (51)	130 (54)	137 (58)								
100 (38)	109 (43)	114 (46)	118 (48)	124 (51)	129 (54)	136 (58)							
98 (37)	105 (41)	109 (43)	113 (45)	117 (47)	123 (51)	128 (53)	134 (57)						
96 (36)	101 (38)	104 (40)	108 (42)	112 (44)	116 (47)	121 (49)	126 (52)	132 (56)					
94 (34)	97 (36)	100 (38)	103 (39)	106 (41)	110 (43)	114 (46)	119 (48)	124 (51)	129 (54)	135 (57)			
92 (33)	94 (34)	96 (36)	99 (37)	101 (38)	105 (41)	108 (42)	112 (44)	116 (47)	121 (49)	126 (52)	131 (55)		
90 (32)	91 (33)	93 (34)	95 (35)	97 (36)	100 (38)	103 (39)	106 (41)	109 (43)	113 (45)	117 (47)	122 (50)	127 (53)	132 (56)
88 (31)	88 (31)	89 (32)	91 (33)	93 (34)	95 (35)	98 (37)	100 (38)	103 (39)	106 (41)	110 (43)	113 (45)	117 (47)	121 (49)
86 (30)	85 (29)	87 (31)	88 (31)	89 (32)	91 (33)	93 (34)	95 (35)	97 (36)	100 (38)	102 (39)	105 (41)	108 (42)	112 (44)
84 (29)	83 (28)	84 (29)	85 (29)	86 (30)	88 (31)	89 (32)	90 (32)	92 (33)	94 (34)	96 (36)	98 (37)	100 (38)	103 (39)
82 (28)	81 (27)	82 (28)	83 (28)	84 (29)	84 (29)	85 (29)	86 (30)	88 (31)	89 (32)	90 (32)	91 (33)	93 (34)	95 (35)
80 (27)	80 (27)	80 (27)	81 (27)	81 (27)	82 (28)	82 (28)	83 (28)	84 (29)	84 (29)	85 (29)	86 (30)	86 (30)	87 (31)

Category	Heat Index	Possible heat disorders for people in high risk groups
Extreme Danger	130°F or higher (54°C or higher)	Heat stroke or sunstroke likely.
Danger	105 - 129°F (41 - 54°C)	Sunstroke, muscle cramps, and/or heat exhaustion likely. Heatstroke possible with prolonged exposure and/or physical activity.
Extreme Caution	90 - 105°F (32 - 41°C)	Sunstroke, muscle cramps, and/or heat exhaustion possible with prolonged exposure and/or physical activity.
Caution	80 - 90°F (27 - 32°C)	Fatigue possible with prolonged exposure and/or physical activity.

Source: National Weather Service

Previous occurrences: There have been no state or federal declarations for extreme heat. The National Risk Index lists 142 heat wave events for the planning area and the planning committee has historical knowledge of multiple days of extreme heat over 100 degrees Fahrenheit.

Probability of future events: 4 — Highly likely — Temperature extremes are likely to continue to occur annually in the planning area. Temperatures at or above 100 degrees typically occur during the summer months in the city.

4.4.3 Flooding - Severity - 1, Probability - 2, Ranking – 3

Hazard description: Flooding is natural hazard characterized by the overflow of water onto normally dry land, resulting in inundation. Flooding in the City of Coachella can occur due to various factors, including heavy rainfall, flash foods, storm surges, and the overflow of rivers and canals. Flooding can have several adverse impacts, including:

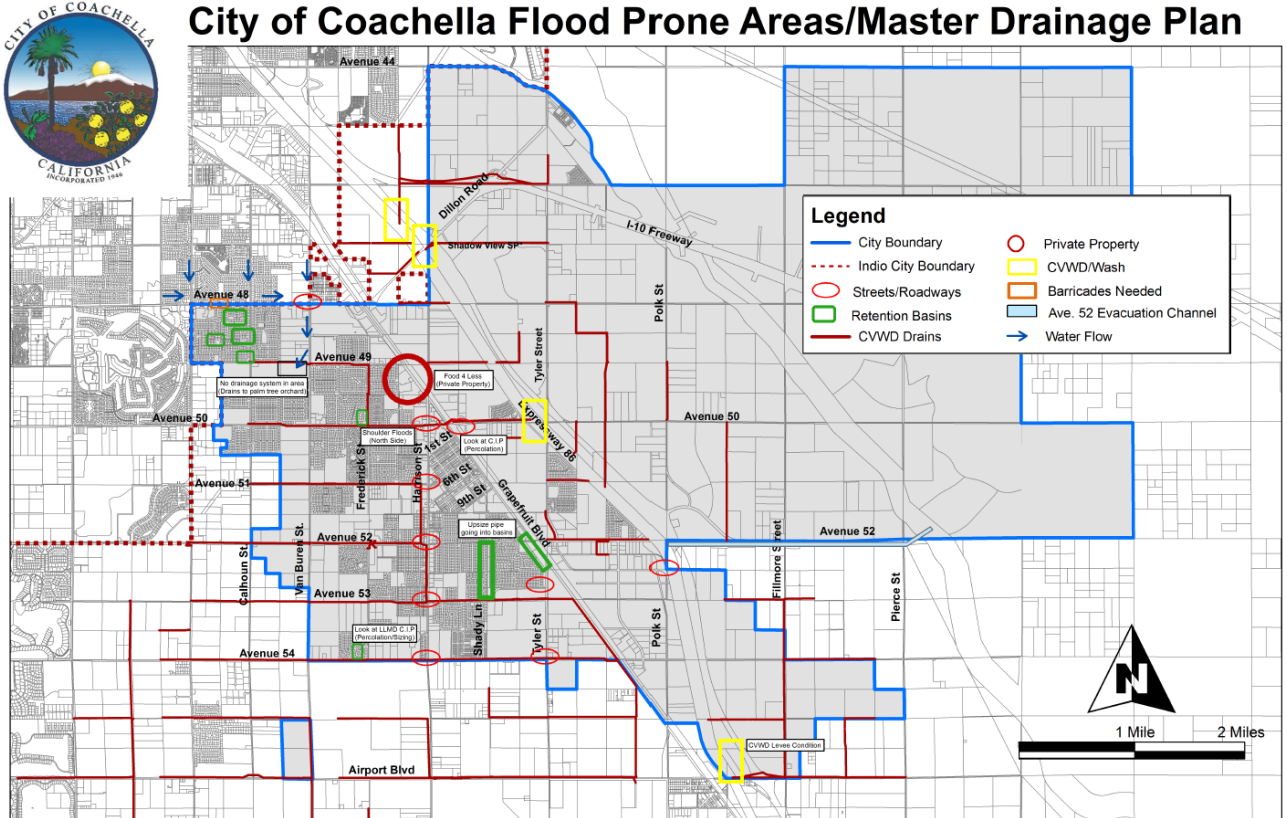
- Property damage: can cause structural damage to buildings, homes, and other infrastructure.
- Disruption of utilities: can damage electrical, water, and sewage systems leading to service interruptions.
- Environmental impacts: can result in soil erosion, water contamination, and damage to ecosystems.

Location: The city is in proximity to several bodies of water, including the Coachella Valley Stormwater Channel and Whitewater River, making it susceptible to various types of flooding events.

Extent: Flooding events in Coachella can vary in extent and severity. Depending on the cause, flooding can impact localized areas, such as streets and low-lying neighborhoods, or more extensive regions of the city and surrounding areas within Riverside County. Flash floods in particular can develop rapidly and affect specific locations without much warning.

As a result of high flood events from 2014 – 2022 the below map is a reflection of high flood prone areas within the city limits. The below map identifies where higher risk damages are for city facilities and is supported by modeling completed in the City's Stormdrain Master Plan.

Figure 4-5: City of Coachella Flood Prone Areas



Previous occurrences: There have been two state declarations for flooding/severe storms in Riverside County since the last LHMP update in 2018 and a total of 10 federal declarations for Riverside County for flooding/severe storms since 1990.

In February 2014, the Coachella Valley experienced severe flash floods following a heavy rainstorm, resulting in property damage and road closures.

Table 4-12: Riverside County Disaster Declarations from Flood and Severe Storms

Disaster Type	State Declaration		Federal Declaration	
	Count	Years	Count	Years
Flood	-	-	3	1993, 2011, 2017
Severe Storm	2	2019, 2022	7	1995, 1998, 2005, 2010, 2019

Source: FEMA, California Tax Franchise Board

Probability of future events: 4 — Highly Likely — Near 100 percent chance of occurrence in the next year. With the increase in atmospheric rivers and change in weather patterns heavy rain falls over a short period of time are becoming a multi-year event.

4.5 Vulnerability Assessment

An estimate of the vulnerability of the city to each identified hazard, in addition to the estimate of likelihood of future occurrence, is provided in each of the hazard specific sections that follow. Vulnerability is measured in general, qualitative terms and is a summary of the potential impact based on past occurrences, spatial context, damage and casualty potential. It is categorized into the following classifications.

- Low – minimal impact. The occurrence and potential cost of damage to life and property is minimal.
- Medium – moderate potential impact. This ranking carries a moderate threat level to the general population and/or built environment. Here the potential damage is more isolated and less costly than a more widespread disaster.
- High – widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread. Hazards in this category may have occurred in the past.

4.5.1 Earthquake Vulnerability Assessment

Likelihood of Future Occurrence (major earthquake): 1 — Unlikely — Less than 1 percent chance of occurrence in the next 100 years

Vulnerability – High

The city has a mix of building structures, including older constructions and newer developments. Older buildings, especially those built before modern seismic codes were established, may be more vulnerable to earthquake damage. Retrofitting and strengthening of older structures are essential to reduce the risk of structural failures and protect occupants. The planning committee has identified approximately 36 unreinforced masonry buildings in the City. The majority of the unreinforced masonry buildings are downtown, which is very much a community asset. The downtown area is the community's major attraction. City Hall is the only critical facility that is an unreinforced masonry building. Critical infrastructure, including roads, bridges, utilities, and lifeline systems (water, power, gas), may be significantly impacted by a major earthquake. Damage to the infrastructure can lead to disruptions in transportation, communication, and emergency response efforts. The city's vulnerability is further compounded by its location near the San Andreas Fault, increasing the potential for ground shaking and infrastructure damage.

The San Andreas Fault was focused on for the assessment. USGS earthquake shake map for a 7.5 magnitude earthquake on the San Andreas Fault, Figure 4-6, was used to establish potential damage estimates. This map classified shaking as "Violent", this was then assigned

a value of .10 and multiplied by the total “Exposure-Building Value” from the NRI data for Planning Area.

Figure 4-6: USGS Shake Map San Andreas

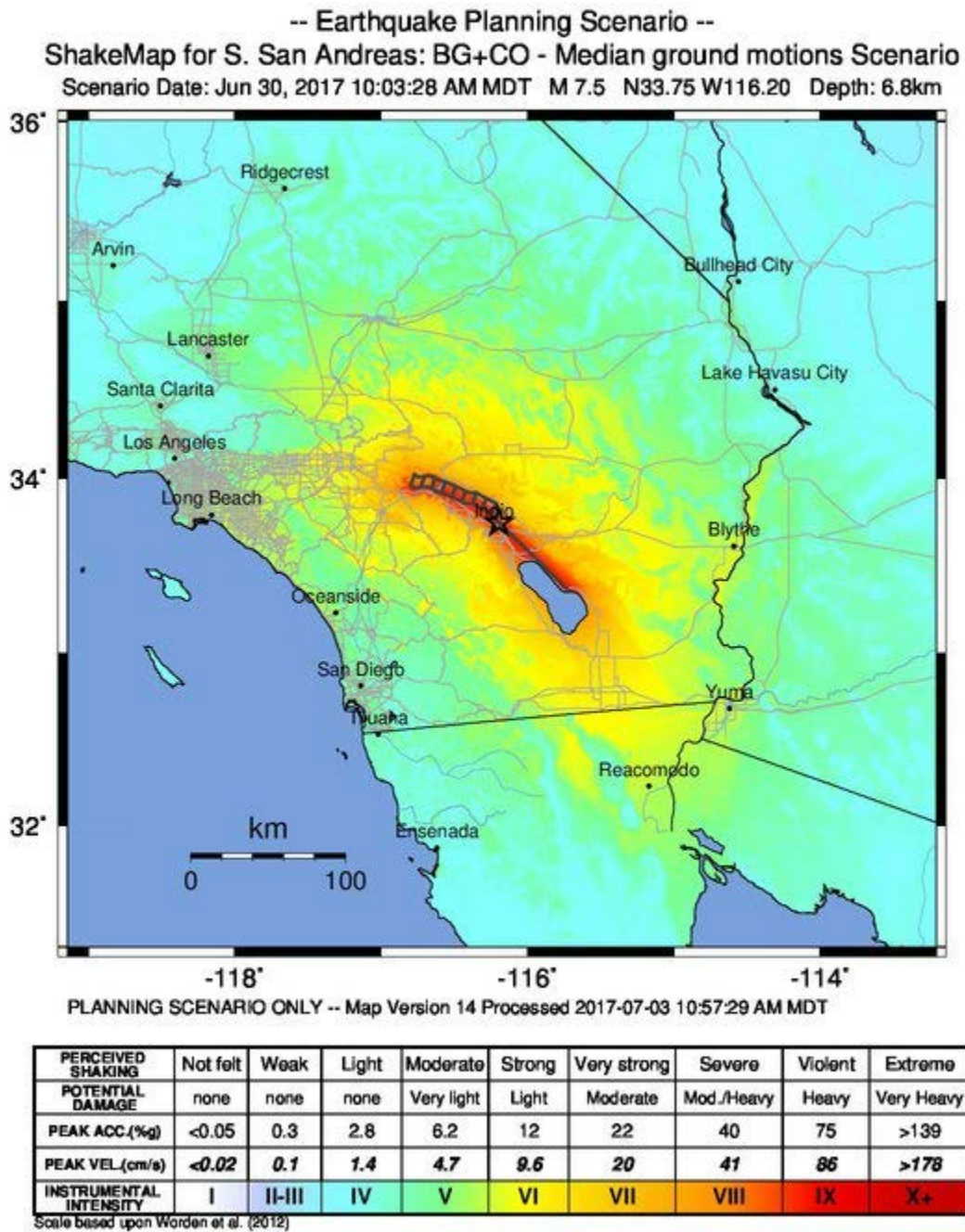


Table 4-13: Earthquake Total Value Loss for Structures in the City of Coachella

Census Tract	Earthquake - Exposure - Building Value	Value Loss
045703	\$ 371,507,000	\$ 37,150,700
045704	\$ 231,242,000	\$ 23,124,200

045706	\$	313,621,000	\$	31,362,100
045707	\$	556,679,000	\$	55,667,900
045708	\$	349,521,000	\$	34,952,100
045709	\$	268,519,000	\$	26,851,900
Total Value Loss =			\$	209,108,900

A magnitude of 7.0 or higher earthquake would impact the entire planning area including all of the critical facilities within the planning area. It would be catastrophic to the entire community. The shaking can result in various impacts, including:

- Building and infrastructure damage: may cause structural damage to buildings, freeways, roads, bridges, and other critical infrastructure, jeopardizing public safety.
- Disruption of essential services: may interrupt the supply of electricity, water, gas, and communication networks, impacting emergency response and recovery efforts.
- Ground failure: can trigger landslides, liquefaction, and other ground failures, further damaging infrastructure and posing risks to residents.
- Secondary hazards: can trigger secondary hazards such as fires, gas leaks, train derailments, and hazardous materials incidents.

4.5.2 Heat Wave Vulnerability Assessment

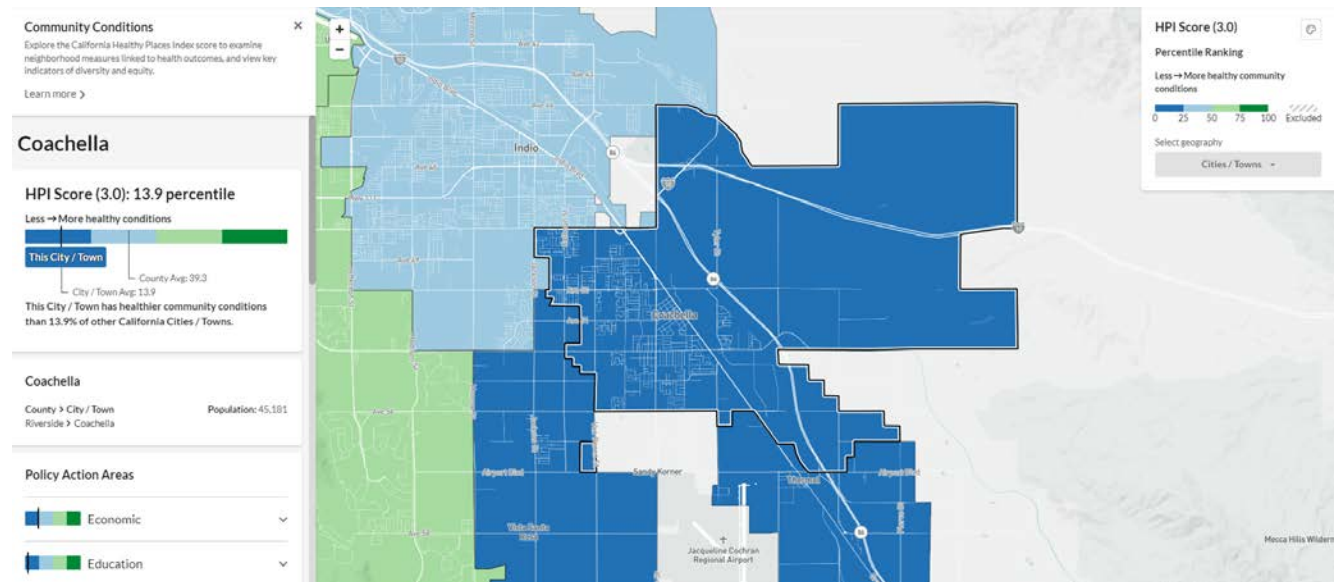
Likelihood of future occurrence: 4 — Highly Likely — Near 100 percent chance of occurrence in the next year

Vulnerability – Medium

Heat is a significant hazard faced by the City of Coachella. Heatwaves are common during the summer months, with temperatures often exceeding 100 degrees Fahrenheit. Prolonged exposure to high temperatures poses a risk to the health and well-being of the population, particularly vulnerable groups such as the elderly, young children, outdoor workers, and individuals with pre-existing health conditions.

Heat waves will have limited impact on damage to physical structures and limited loss risk associated with them. The greatest risk is to the vulnerable populations throughout the planning area. The Public Health Alliance of Southern California created an index to identify health disadvantage areas within the state. Areas that have a low Healthy Place Index (HPI) would be at greater risk during heat waves. Figure X is a map of the HPI for the Planning Area.

Figure 4-7: Healthy Places Index Map for Coachella



Source: Public Health Alliance of Southern California

Due to the low HPI all of the residents within the planning area would be susceptible to heat waves.

The City of Coachella has developed a strategic plan for the activation of Cooling and Warming Centers. In circumstances of extreme heat, the City has a cooling station plan and identifies city facilities as cooling stations open to the public. The Centers will be activated based on the following conditions:

- The forecast anticipated temperatures of 100+ degrees for three consecutive days or extreme cold.
- The Riverside County Department of Public Health, after contact with the National Weather Service, issues a “Heat Warning” for affected areas.
- Heat Warning announcements posted on media outlets; television, radio, local newspaper and posting on the Summer Crisis Hotline.
- Activation of Cooling or Warming Centers by the Community Action Partnership of Riverside County.

4.5.3 Flooding Vulnerability Assessment

The vulnerability assessment for flooding in the City of Coachella highlights structures, systems, populations, and community assets susceptible to damage and loss from flood-related hazards.

Structures:

1. **Residential Buildings:** Many residential structures in Coachella are susceptible to flood damage due to their proximity to water bodies and varying levels of flood-resistant construction.
2. **Commercial and Industrial Buildings:** Businesses and industries located in flood-prone areas may experience damage to their facilities, inventory, and equipment.
3. **Critical infrastructure:** Key infrastructure, including bridges, roads, electrical substations, and wastewater treatment plants, is vulnerable to flooding, potentially leading to service interruptions and costly repairs.

Systems:

1. **Stormwater Management:** Outdates or inadequate stormwater drainage systems can contribute to localized flooding, exacerbating flood risks.
2. **Utilities:** Water supply, power, gas, and telecommunications systems may be disrupted during flooding events, affecting essential services and communication.

Populations:

1. **Vulnerable Populations:** Low income communities, the elderly, young children, and individuals with disabilities may face increased risks due to limited resources, mobility challenges, and difficulties accessing emergency services.
2. **Tourists and Seasonal Residents:** Coachella attracts tourists and seasonal residents. Lack of familiarity with local flood risks and evacuation routes can put the populations at higher risk vulnerability.

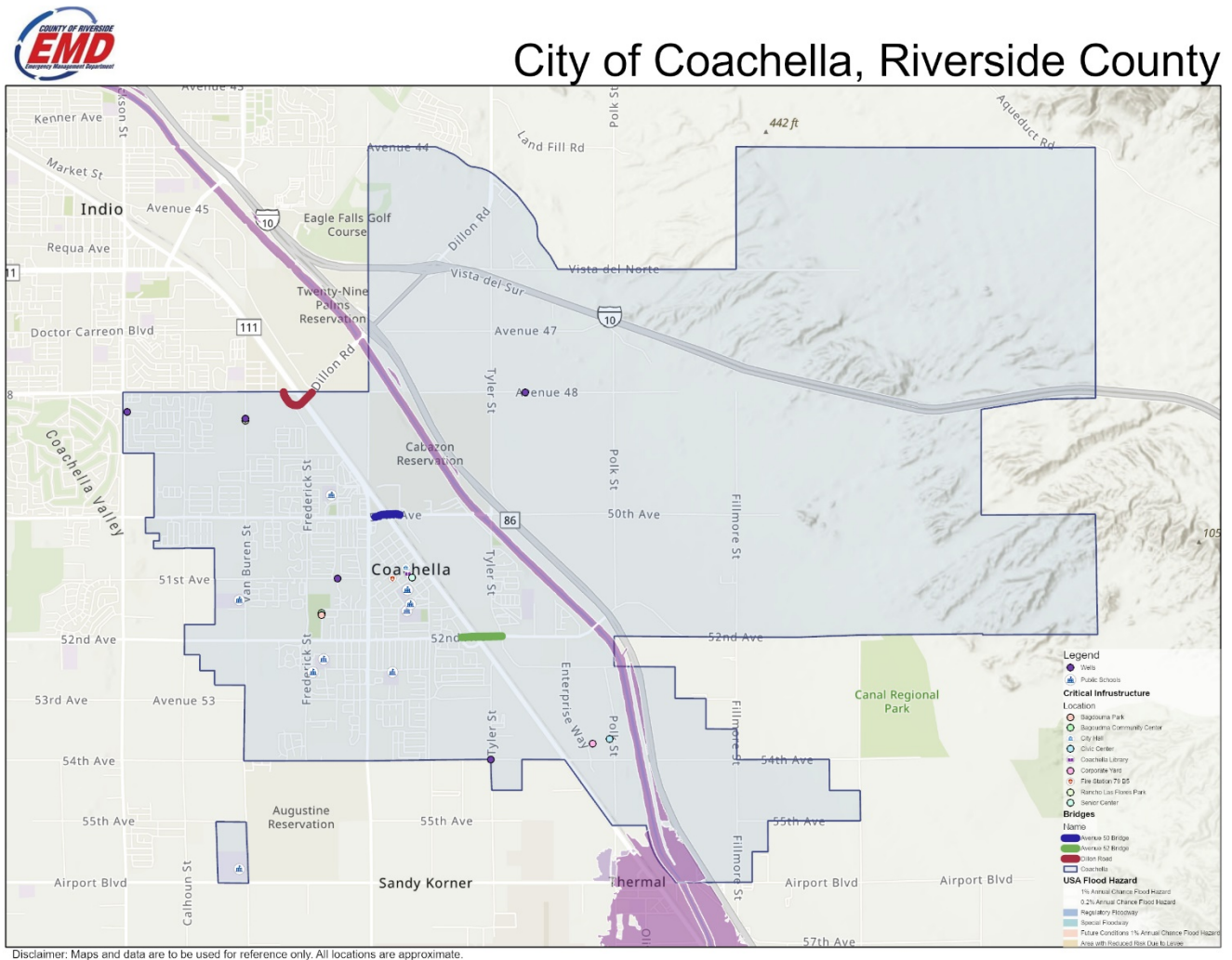
Community Assets:

1. **Agricultural Lands:** Coachella's economy relies on agriculture. Flooding can damage crops, impacting the livelihoods of farmers and the local economy.
2. **Cultural and Historic Sites:** Flooding poses a risk to Coachella's cultural heritage, including historic structures, artifacts, and cultural landmarks.
3. **Emergency Services:** Floods can overwhelm emergency services, hindering response efforts and potentially putting first responders at risk.
4. **Educational Institutions:** Schools and educational facilities are essential assets. Flooding can disrupt education, impacting student's academic progress and the community's well-being.

The City of Coachella is vulnerable to flooding due to its geographic location, proximity to water bodies, population density, and historical flood events. Vulnerable structures, systems, populations, and community assets are at risk of damage and loss in the event of flooding.

Below is a map of the critical infrastructure in the City of Coachella overlaid on FEMA's National Flood Hazard Layer.

Figure 4-8: Critical Infrastructure and FEMA's Flood Hazard Layer



SECTION 5.0 – COMMUNITY RATING SYSTEM

5.1 REPETITIVE LOSS PROPERTIES

There are no repetitive loss properties in the City of Coachella.

5.2 NATIONAL FLOOD INSURANCE PROPERTIES

The City of Coachella does participate in the National Flood Insurance Program (NFIP) - # 060249 since 09/30/80.

- a. Describe participation in NFIP, including any changes since previously approved plan.** There are no changes since the 2018 Local Hazard Mitigation Plan.
- b. Date first joined NFIP.** 09/30/1980
- c. Identify actions related to continued compliance with NFIP.**
Continually monitoring all streets, flood control channels, washes, and hillsides. Upgrade flood maps as identified by the Community Action Visit and as additional incorporation areas become part of the City.
- d. CRS member?** N/A
- e. CRS class?** N/A
- f. Describe any data used to regulate flood hazard area other than FEMA maps.**
N/A
- g. Have there been issues with community participation in the program?**
None
- h. What are the general hurdles for effective implementation of the NFIP?**
None
- i. Summarize actions related to continued compliance with NFIP (c-2 and c-4)**
N/A

SECTION 6.0 - CAPABILITIES ASSESSMENT

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment is divided into five sections –

- Regulatory Mitigation Capabilities
- Administrative And Technical Mitigation Capabilities
- Fiscal Mitigation Capabilities
- Mitigation Outreach And Partnerships
- Funding Sources

6.1 REGULATORY MITIGATION CAPABILITIES

Regulatory mitigation capabilities can be expanded and improved in the following ways:

Providing incentives and financial assistance for property owners to retrofit their buildings for hazard resilience. This can include grants, low-interest loans, or tax incentives for improvements.

Implementing and enforcing zoning regulations that restrict development in high-risk areas, such as floodplains. Encourage smart land use planning to minimize exposure to hazards.

Table 6-14 lists planning and land management tools typically used by jurisdictions to implement hazard mitigation activities and those that are currently active in the city. The column that indicates “Yes” or “No” defines if the City has that capability currently.

Table 6-14: Regulatory Mitigation Capabilities for the City of Coachella

Regulatory Tool	Yes/No	Comments
General plan	Yes	Updated 2015; This plan helps with the City’s long-term changes and improvements, which include developing new infrastructure or policies on topics like land use, mobility, and public safety. It also includes a discussion of fire, earthquake, flooding, and severe weather. This plan assists with the integration of mitigation actions.
Zoning ordinance	Yes	Title 17-Chapter 17.08

Subdivision ordinance	Yes	Title 15 – Chapter 15.08.030
Site plan review requirements	Yes	
Floodplain ordinance	No	
Other special purpose ordinance (storm water, water conservation, wildfire)	Yes	2015 Model Water Efficient Landscape Ordinance
Building code	Yes	California Code, Title 15; This code indicates how new developed structures can be built. This code can support with some of the mitigation actions the City may consider doing in revising and updating this code in order to enforce stricter building regulations to prevent disaster risks such as fires and earthquakes.
Fire department ISO rating	Yes	
Erosion or sediment control program	No	
Storm water management program	Yes	
Capital improvements plan	Yes	Five year plan, updated annually
Economic development plan	Yes	Comprehensive General Plan
Local emergency operations plan	Yes	Updated 2021
Flood Insurance Study or other engineering study for streams	Yes	Panel 2300

6.2 ADMINISTRATIVE/TECHNICAL MITIGATION CAPABILITIES

Administrative/technical mitigation capabilities can be expanded or approved upon in the following ways:

Implementing an advanced early warning system for different hazards, such as flood forecasting and earthquake early warning systems. Early warning systems detect and inform at-risk communities before disasters, enable early action, save lives and reduce impact of disasters.

Table 6-15 is a list of City Departments that can have a role in activities related to hazard mitigation. The column that indicates “Yes” or “No” defines if the City has that capability currently.

Table 6-15: Administrative and Technical Capabilities for the City of Coachella.

Personnel Resources	Yes/No	Department/Position
Planner/engineer with knowledge of land development/land management practices	Yes	Development Director
Engineer/professional trained in construction practices related to buildings and/or infrastructure	Yes	City Engineer and Building Official
Engineer with an understanding of natural hazards	Yes	City Engineer and Development Director
Personnel skilled in GIS	Yes	Planning Department
Full time building official	Yes	Building Division
Floodplain manager	No	
Emergency manager	Yes	Public Works/ESC
Grant writer	Yes	Administration
GIS Data—Land use	Yes	Planning Department
GIS Data—Links to Assessor's data	Yes	Planning Department
Warning systems/services (Reverse 9-11, outdoor warning signals)	No	

6.3 FISCAL MITIGATION CAPABILITIES

Fiscal mitigation capabilities can be expanded or improved upon by seeking federal, state, and regional grant opportunities that provide funding for hazard mitigation projects. This could include programs like the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Assistance (HMA) grants. Be diligent in applying for available grants and maximizing the use of external funds for mitigation projects.

Table 6-16 identifies financial tools or resources that the city could potentially use to help fund mitigation activities.

Table 6-16: Fiscal Mitigation Capabilities for the City of Coachella

Financial Resources	Accessible/Eligible to Use (Yes/No)	Comments
Community Development Block Grants, HMPG, or other federal infrastructure finding	Yes	EMPG, SHSP
Capital improvements project funding	Yes	
Authority to levy taxes for specific purposes	Yes	With voter approval

Fees for water, sewer, gas, or electric services	Yes	Water & Sewer
Impact fees for new development	Yes	
Incur debt through general obligation bonds	Yes	With voter approval
Incur debt through special tax bonds	Yes	With voter approval
Incur debt through private activities	No	
Withhold spending in hazard prone areas	N/A	
Other		

6.4 MITIGATION OUTREACH AND PARTNERSHIPS

The City of Coachella has engaged in mitigation outreach efforts to educate residents, businesses, and community organizations about the importance of disaster preparedness and mitigation.

The City trains residents in emergency preparedness through Teen CERT classes that are available once per year. CERT training prepares residents to assist the City of Coachella and emergency personnel during hazardous situations and mitigates the likelihood of loss of life or injury in the process.

The City has provided emergency preparedness presentations to the older adults that convene at the Senior Center.

The City regularly interacts with the City of Coachella's Emergency Services representative. City of Coachella has regular discussions and attends meetings held by the County of Riverside Emergency Management Department, to include the Riverside County Operational Planning Committee (OAPC) meetings.

The City participates in the Great ShakeOut annually with all staff.

The City of Coachella Fire Department has an automatic aid agreement for fire and emergency medical services with the Riverside County Fire.

6.5 FUNDING OPPORTUNITIES

FEMA HMA Grants: Cal OES administers three main types of HMA grants: (1) Hazard Mitigation Grant Program, (2) Pre-Disaster Mitigation Program, and (3) Flood Mitigation Assistance Program. Eligible applicants for the HMA include state and local governments, certain private non-profits, and federally recognized Indian tribal governments. While private

citizens cannot apply directly for the grant programs, they can benefit from the programs if they are included in an application sponsored by an eligible applicant.

FEMA Public Assistance Section 406 Mitigation: The Robert T. Stafford Disaster Relief and Emergency Assistance Act provides FEMA the authority to fund the restoration of eligible facilities that have sustained damage due to a presidentially declared disaster. The regulations contain a provision for the consideration of funding additional measures that will enhance a facility's ability to resist similar damage in future events.

Community Development Block Grants: The California Department of Housing and Community Development administers the State's Community Development Block Grant (CDBG) program with funding provided by the U.S. Department of Housing and Urban Development. The program is available to all non-entitlement communities that meet applicable threshold requirements. All projects must meet one of the national objectives of the program – projects must benefit 51 percent low- and moderate-income people, aid in the prevention or clearance of slum and blight or meet an urgent need. Grant funds can generally be used in federally declared disaster areas for CDBG eligible activities including the replacement or repair of infrastructure and housing damaged during, or because of, the declared disaster.

SECTION 7.0 - PLAN IMPLEMENTATION AND MAINTENANCE PROCESS

The City will monitor its LHMP on an annual basis as it evaluates and submits budget requests for its Emergency Operations Division and submits projects to be funded by its Capital Improvement Program. Limitations will exist and dependent on available funding. Our Public Works Department will be in charge of review, monitoring, evaluation and updating our LHMP. If through this process we discover changes have occurred during the review/evaluation, we will update the LHMP Revision Page and notify OES to update our Annex.

The evaluation process will include assessments of the following components of the LHMP:

- Reassess our hazards and mitigations. Reaffirm if those identified are still accurate.
- Assess if the nature, magnitude, and/or type of risks have changed.
- Identify planning tools that must be refined and/or developed.
- Identify resources available to respond to the hazards identified and what resources are lacking.
- Identify regional resources and relationships we need to build upon and refine.
- Obstacles identified as a result of training or real incidents.
- Evaluate whether the agencies and other partners participation was as anticipated.

The City of Coachella has several existing planning mechanisms where hazard mitigation information and actions will interconnect. These mechanisms include:

Comprehensive plan: The comprehensive plan, also known as a general plan, is a long-range policy document that guides the physical, social, and economic development of a city. It typically includes land use goals, objectives, and policies. Hazard mitigation information and actions can be integrated into the comprehensive plan by incorporating specific land use regulations, development standards, and policies that address hazard-prone areas, resilient infrastructure, and disaster preparedness.

Capital Improvement Plan: The Capital Improvement Plan outlines the city's proposed public infrastructure projects and major investments over a specified period. By incorporating hazard mitigation information and actions into the Capital Improvement Plan, the city will prioritize projects that enhance resilience and reduce vulnerability to hazards. This includes projects such as flood control measures and retrofitting critical infrastructure.

Zoning and Building Codes: Zoning regulations and building codes play a crucial role in shaping land use and development within a city. By integrating hazard mitigation principles into zoning ordinances and building codes, the city can ensure that new development projects adhere to resilient design standards, setback requirements, and other measures that mitigate risks posed by hazards. This could include regulations for building in flood zones, seismic safety requirements, or wildfire-resistant construction practices.

Permitting Processes: Permitting processes provide the framework for reviewing and approving development projects. Incorporating hazard mitigation into the permitting process allows the city to assess potential risks and ensure that proposed projects comply with applicable hazard mitigation measures. This may involve conducting environmental assessments, requiring hazard impact studies, or incorporating hazard mitigation conditions as part of the permitting requirements.

It is critical to engage stakeholders and the community throughout the process. This includes involving relevant departments within the local government, such as planning, public works, emergency management, and community development, in the integration process. Additionally, public participation through workshops, meetings, and feedback mechanisms should be encouraged to gather input and ensure community buy-in.

SECTION 8.0 INCORPORATION INTO EXISTING PLANNING MECHANISMS

The City of Coachella will integrate mitigation goals, information, and actions from its 2022 LHMP into the Safety Element of the General Plan upon the next update in 2035. The LHMP is already implemented into the following planning mechanisms.

- Building and Construction Codes

- Fire Codes
- Capital Improvement Plan
- Storm Drain Master Plan
- Stormwater ordinance required by MS4
- Efficient Landscape Irrigation Ordinance required by MS4

The LHMP will be reviewed by key staff to incorporate the identified hazards within the City. Some of these identified hazards will also include review with the County of Riverside Emergency Management Department personnel to help address potential funding opportunities. All of the identified hazards within the plan will be considered in building, modernizing, and maintaining city facilities.

SECTION 9.0 - CONTINUED PUBLIC INVOLVEMENT

After the City of Coachella Planning Committee reviews the Scheduled Plan Maintenance Process, we will notify the public of any changes and request input from the public to the LHMP by posting the LHMP on the city's website, announcing the request for input at public events and meetings. In addition, we discuss hazard mitigation planning during all CERT courses and refresher trainings.

APPENDIX A – PUBLIC NOTICES AND MAPS

Figure A – 9: Public Opportunity City Website Screenshot

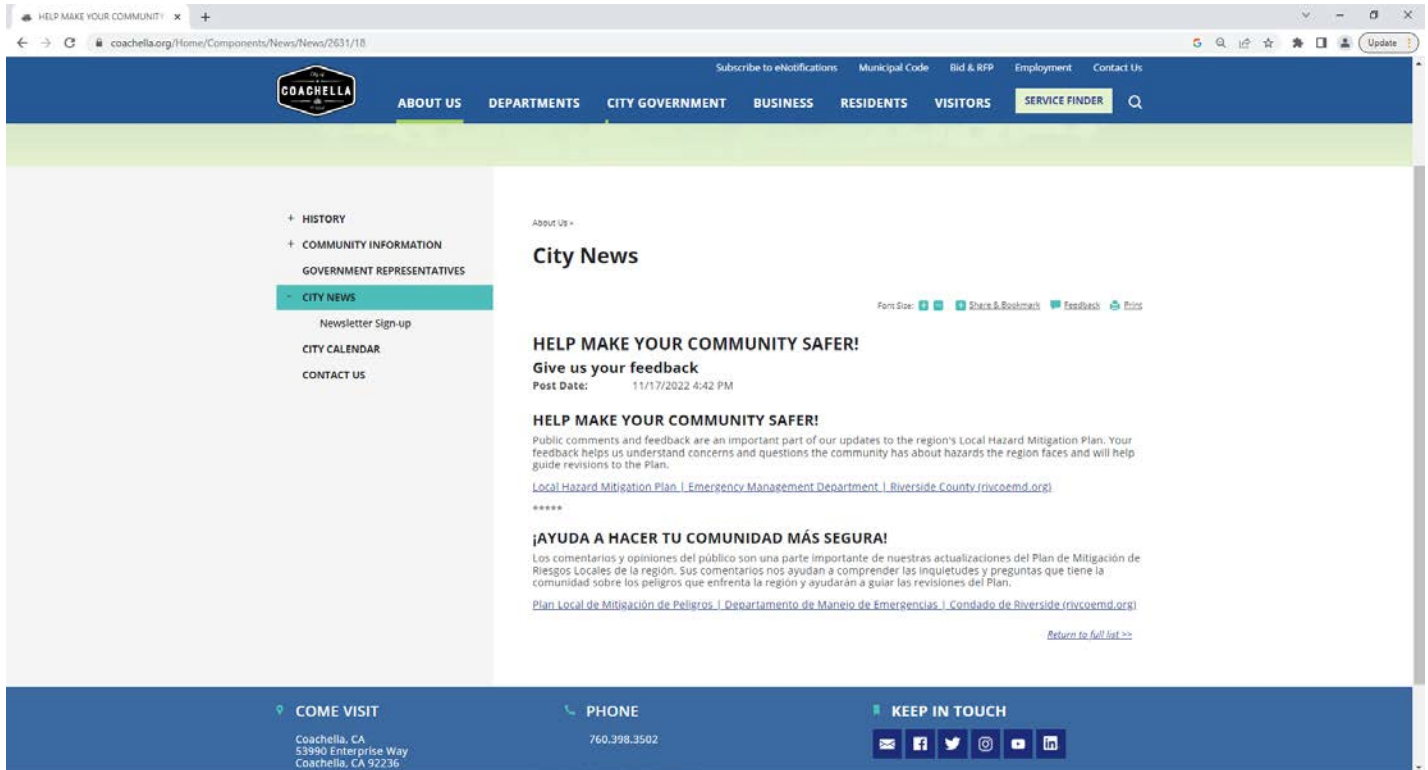


Figure A – 10: Public Opportunity Survey Questions

1. What city or unincorporated area do you live and work in?
2. Are you responding as:
 - a. Resident
 - b. Community Organization
 - c. Local Business
 - d. Non-Profit Organization
3. Are you aware that Riverside County has a Local Hazard Mitigation Plan?
 - a. Yes
 - b. No
4. Please select the one hazard you think is the highest threat to your neighborhood:
 - a. Extreme Weather
 - b. Flood
 - c. Insect Infestation
 - d. Landslide
 - e. Tornado
 - f. Wildland Fire
 - g. Civil Disorder
 - h. Communications Failure
 - i. Cyber Attack
 - j. Dam Failure
 - k. Electrical Failure
 - l. HazMat Incident
 - m. Jail/Prison Event
 - n. Nuclear Incident
 - o. Pipeline Disruption
 - p. Terrorist Event – Mass Casualty Incident
 - q. Transportation Failure
 - r. Water Supply Disruption/Contamination
 - s. Emergency Disease/Contamination
 - t. Pandemic Flu
5. Please select the one hazard you think is the second highest threat to your neighborhood:
 - a. Extreme Weather
 - b. Flood
 - c. Insect Infestation
 - d. Landslide
 - e. Tornado
 - f. Wildland Fire
 - g. Civil Disorder
 - h. Communications Failure
 - i. Cyber Attack
 - j. Dam Failure
 - k. Electrical Failure
 - l. HazMat Incident

- m. Jail/Prison Event
 - n. Nuclear Incident
 - o. Pipeline Disruption
 - p. Terrorist Event – Mass Casualty Incident
 - q. Transportation Failure
 - r. Water Supply Disruption/Contamination
 - s. Emergency Disease/Contamination
 - t. Pandemic Flu
6. In your opinion, what are some steps your local government could make to reduce or eliminate the risk of future damages in your neighborhood?
 7. Are there any other issues regarding the reduction of risk and loss associated with hazards or disasters in the community that you think are important?
 8. A number of community-wide activities can reduce our risk from hazards. In general, these activities fall into one of the following six broad categories. Please tell us how important you think each one is for your community to consider pursuing.

Prevention – Administrative or regulatory actions that influence the way land is developed and buildings are constructed (Example – Planning and zoning building codes, etc).

- a. Very Important
- b. Somewhat Important
- c. Not Important

Property Protection – Actions that involve the modification of existing buildings or structures to protect them from a hazard or remove them from the hazard area (Example – Retrofits, relocation, acquisition, etc).

- a. Very Important
- b. Somewhat Important
- c. Not Important

Public Education and Awareness – Actions to inform and educate residents, elected officials and property owners about the hazards and potential ways to mitigate them (Example – Outreach, real estate disclosure, school-age and adult education).

- a. Very Important
- b. Somewhat Important
- c. Not Important

Natural Resource Protection – Actions that, in addition to minimizing hazard losses, also preserve or restore the functions of natural systems (Example – Erosion control, stream restoration, etc).

- a. Very Important
- b. Somewhat Important
- c. Not Important

Emergency Services – Actions that protect people and property during and immediately after a disaster or hazard event (Example – Warning systems, protection of official facilities, etc).

- a. Very Important
- b. Somewhat Important
- c. Not Important

Structural Projects – Actions that involve the construction of structures to reduce the impact of a hazard (Example – Dams, floodwalls, etc).

- a. Very Important
- b. Somewhat Important
- c. Not Important

9. What would make you lose confidence in your jurisdiction's ability to protect you and your community from hazards?

Non-disclosure of the hazards in my community

- a. Very Important
- b. Somewhat Important
- c. Not Important

Poor planning and response to an emergency or disaster

- a. Very Important
- b. Somewhat Important
- c. Not Important

Lack of follow-up in implementing carrying out mitigation projects

- a. Very Important
- b. Somewhat Important
- c. Not Important

No early alert and warnings notifications during an emergency or disaster

- a. Very Important
- b. Somewhat Important
- c. Not Important

Too many alert and warnings notifications regarding an emergency or disaster

- a. Very Important
- b. Somewhat Important
- c. Not Important

10. Please provide us your name, email, and telephone number. Riverside County will use this information only in instances where they need to respond to your questions or comments. We will not share this information with anyone.

- a. Name (Optional)
- b. Email Address (Optional)
- c. Phone Number (Optional)

Figure A – 11: Teen CERT Agenda




Basic CERT Course

AGENDA

DAY 1

Unit 1: Introduction to Disaster Preparedness

- Registration
- Introductions / Speakers
- Unit Overview
- Community Preparedness: Roles and Responsibilities
- Hazards and Their Potential Impact
- Home and Workplace Preparedness
- Reducing the Impact of Hazards Through Mitigation
- CERT Disaster Response
- Additional Training for CERT Volunteers
- Local Hazard Mitigation Plan (LHMP)
- Unit Summary

Unit 2: CERT Organization

- Unit Overview
- CERT Organization
- CERT Mobilization
- Documentation
- Unit Summary

Day 2

Unit 6: Fire Safety and Utility Controls

- Unit Overview
- Fire Chemistry
- Fire Size-up Considerations
- Firefighting Resources
- Fire Suppression Safety
- Fire and Utility
- Hazardous Materials
- Unit Summary

Unit 3: Disaster Medical Operations – Part 1

- Unit Overview
- Treating Life- Threatening Conditions
- Basic First Aid Care
- Unit Summary

Unit 4: Disaster Medical Operations – Part 2

- Unit Overview
- Mass Casualty Incidents
- Functions of Disaster Medical Operations
- Establishing Medical Treatment Areas
- Conducting Head-to-Toe Assessments
- Public Health Considerations
- Unit Summary

Unit 5: Disaster Psychology

- Unit Overview
- Disaster Reactions
- Self-Care and Team Well-Being
- Working with Survivors' Emotional Responses
- Unit Summary

1

Unit 8: CERT and Terrorism

- Unit Overview
- Terrorist Goals and Tactics
- Preparing Your Community
- Active Shooter Situations
- Until Help Arrives
- Hazmat and CBRNE
- Unit Summary

DAY 3**Unit 7: Light Search and Rescue Operations**

- Unit Overview
- Safety During Search and Rescue Operations
- Conducting Interior and Exterior Search Operations
- Conducting Rescue Operations
- Unit Summary

Unit 9: Course Review, Final Exam and Disaster Simulation

- Unit Overview
- Course Review
- Final Exam
- Disaster Simulation
- Exercise Critique and Summary

Figure A – 12 : City of Coachella's Flood Prone Areas Map

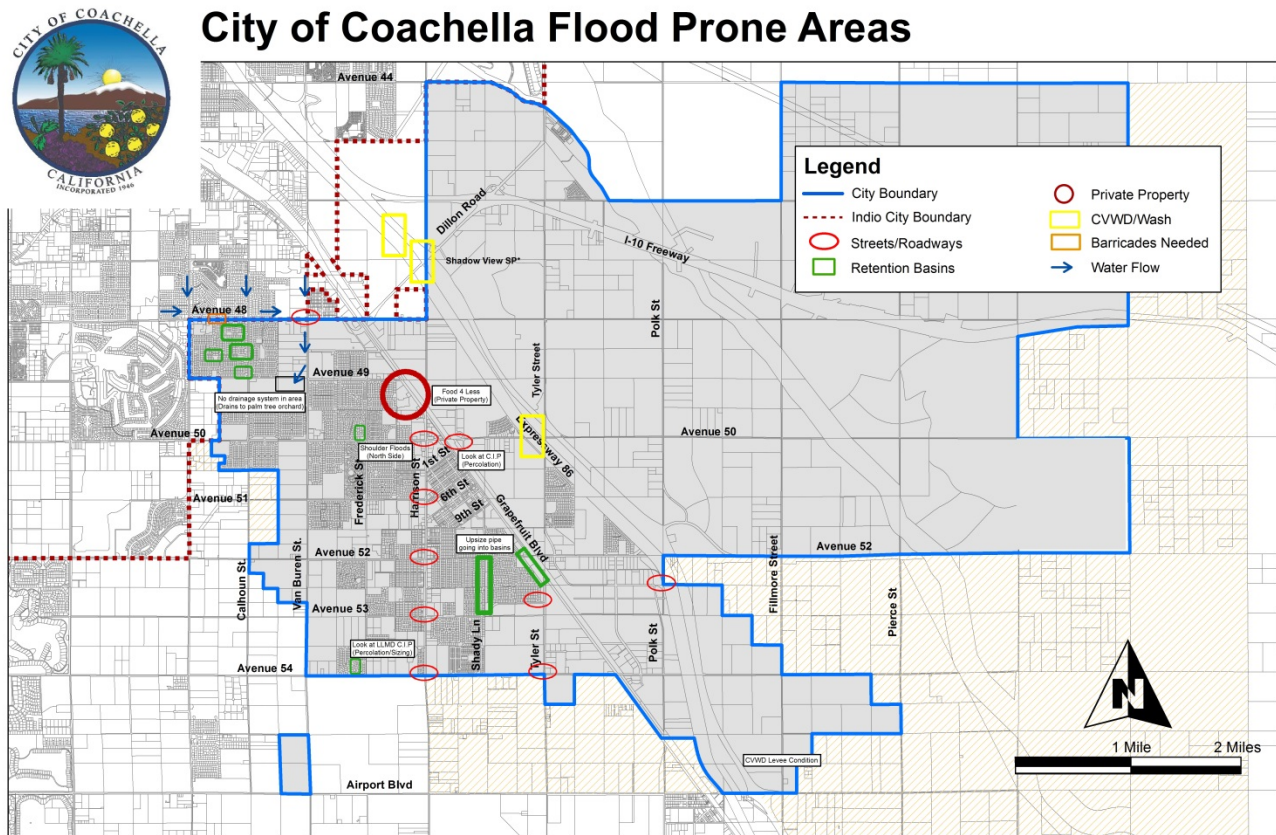
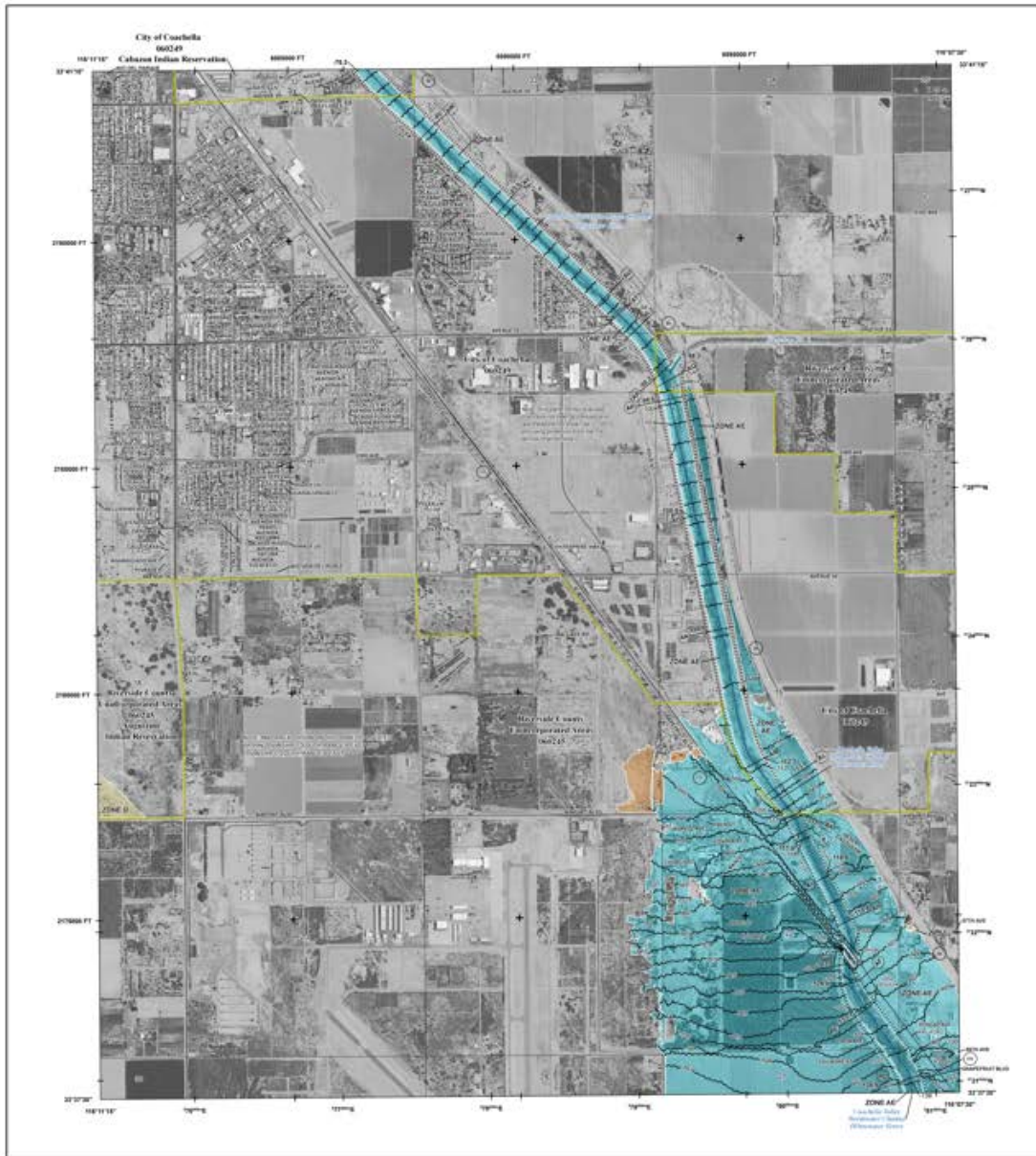
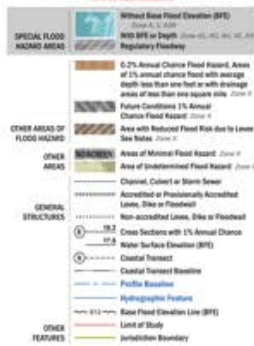


Figure A – 13: City of Coachella's (FIRM) Flood Insurance Rate Map



FLOOD HAZARD INFORMATION

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT.
THE INFORMATION SHOWN ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://NFC.FEMA.GOV](http://nfc.fema.gov)



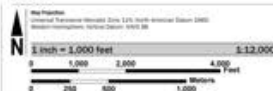
NOTES TO USERS

For information and questions about this map, available products associated with the FIRM, including technical assistance, or for information about the National Flood Insurance Program, contact FEMA. Please call 1-800-426-8822 or visit the FEMA website at www.fema.gov. For more information about the FIRM, including the FIRM's purpose, the FIRM's data sources, and the FIRM's update cycle, visit the FEMA website at www.fema.gov. For more information about the FIRM, including the FIRM's purpose, the FIRM's data sources, and the FIRM's update cycle, visit the FEMA website at www.fema.gov.

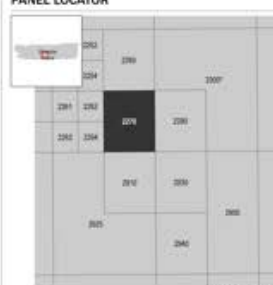
For questions and comments about this map, please visit the FEMA website at www.fema.gov. For more information about the FIRM, including the FIRM's purpose, the FIRM's data sources, and the FIRM's update cycle, visit the FEMA website at www.fema.gov.

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SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
RIVERSIDE COUNTY, CALIFORNIA
Panel 2270 of 3805

Panel Contents:
COMMUNITY
RIVERSIDE COUNTY
FIRM
2270 of 3805

Panel Number:
2270 of 3805

Panel Date:
2018

Panel Size:
11x17 inches

Panel Title:
FIRM

Panel Author:
FEMA

Version Number:
2.3.3.2
Map Number:
0000000000
Map Date:
MARCH 6, 2018

APPENDIX B – INVENTORY WORKSHEETS

SEE ATTACHMENTS

APPENDIX C – PLAN REVIEW TOOL/CROSSWALK

SEE ATTACHMENTS



STAFF REPORT
2/28/2024

To: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award Amendment No. 2 to construction agreement with WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122 to extend their term through June 30, 2024.

STAFF RECOMMENDATION:

Award Amendment No. 2 to construction agreement with WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122 to extend their term through June 30, 2024.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for on-call striping services for fiscal years 2023-2026. This RFP closed on October 4, 2022 at 2pm. The City received one responsive and responsible proposal from WGH Enterprises Inc. and the City awarded the RFP to WGH Enterprises Inc. During the 2022-2023 fiscal year, the awarded contract restriped Cesar Chavez Street and sections of Grapefruit Boulevard.

The awarded RFP was amended one time for fiscal year 2023/2024 with a term ending January 2024. Staff is requesting the awarded term be extended to coincide with the fiscal year through June 30, 2024.

FISCAL IMPACT:

The recommended action will not have a fiscal impact.

Attachments:

Proposed Amendment

CONTRACTOR AGREEMENT – AMENDMENT NO 2

This Contract for Construction (“Contract”), is made and entered into this 28th day of February, 2024, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53462 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and WGJ Enterprises Inc., dba PCI, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

FY 2023-26 On-Call Striping Contract CITY PROJECT NO. 083122

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor’s failure to comply with this obligation.

ARTICLE 2. TERM.

The term of this Amended Agreement shall commence on the 1st day of November 2022, and shall terminate on the 30th day of June 2024, unless terminated earlier as set forth herein.

This Agreement may be mutually extended for up to three additional one-year terms, through fiscal year 2025/2026, upon satisfactory performance of all aspects of this Agreement. The City may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

Contractor and City agree that time is of the essence regarding the performance of this Agreement. All work called for under this Agreement will require the Contractor submit and City approve a Project Schedule for completion of work requested.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the not to exceed sum of **One Hundred Twenty Thousand Dollars (\$120,000.00) for FY 2022-2023 and One-Hundred Fifty Thousand Dollar (\$150,000.00) for FY 2023-24.** Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Proposal Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time (per approved Project Schedule). Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every Working Day of delay beyond the time prescribed in the Contract Documents. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Proposers
- ProposalForms
- ProposalAcknowledgement
- ProposalSchedule
- ProposalGuarantee
- Designation of Subcontractors
- Information Required of Proposers
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications

Approved and fully executed Change Orders
 Permits
 Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

WGJ ENTERPRISES INC., DBA PCI

By: _____
Gabriel D. Martin, PhD
City Manager

By: _____
Its: _____

Printed
Name: _____

ATTEST:

By: _____
Angela M. Zepeda, City Clerk

By: _____
Its: _____

Printed
Name: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Contractor's License Number and
Classification

DIR Registration Number



STAFF REPORT
2/28/2024

Fu

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorize the City of Coachella City Manager to Finalize and Execute a Cooperative Agreement between the City of Coachella and the Twenty Nine Palms Mission Indians For Improvements to Dillon Road and Authorize \$1,658,329.99 fund transfer from the General Fund (Fund 101) to Road Maintenance -Dillon Road (Fund 108)

STAFF RECOMMENDATION:

Authorize the City of Coachella City Manager to Finalize and Execute a Cooperative Service Agreement between the City of Coachella and the Twenty Nine Palms Mission Indians for reimbursement of Paving Improvements of Dillon Road between Vista Del Norte and 44th Avenue.

Approve a fund transfer of \$1,658,329.99 from the General Fund (Fund 101) to lend money to the Road Maintenance-Dillon Road (Fund 108) account.

BACKGROUND:

In 2022, The City approved the creation of Fund 108, which is the Road Maintenance- Dillon Road account. This account receives quarterly deposits from the County as a percentage of total tipping fees at the County operated Landfill located on Dillon Road north of the City limits. This fund was established to provide maintenance and repairs to Dillon Road, which is currently rated in a failed condition as a result of the high traffic volumes on this Main Arterial corridor.

In January 2024, the City of Coachella City Council authorized an MOU by and between the City of Coachella (City) and Twenty-Nine Palms Band of Mission Indians (Tribe). This agreement included authorization of major street improvements on Dillon Road between Vista Del Sur and Harrison Place along the frontage of the Spotlight 29 Casino Complex Properties. The City recognized these valuable improvements to the Dillon Road Corridor and reached out to the Tribe to provide a cost estimate to expand their project limits and complete necessary street improvements on Dillon road north of their project frontage and extending to the City Limits at 44th Avenue.

DISCUSSION/ANALYSIS:

City staff has worked closely with the Tribe to complete street improvement plans and construction estimates for the portion of Dillon Road between Vista Del Norte and 44th Avenue. Since the Tribe is currently doing extensive roadwork within the Dillon Road corridor, it is beneficial to the community and to the City to complete the entire Dillon road corridor as one complete project. By cooperating with the Tribe and their onsite contractors, the City can realize cost saving benefits from consolidated management, mobilization and operational costs. The City also saves considerable staff time and costs relative to internal management of the project by cooperating with the Tribe and their contractors on this valuable offsite work.

The City has received and analyzed improvement plans and project estimates from the Tribe and has compared the proposed work and estimated costs against standard costs found on similar projects. Based on this analysis, it has been determined that the City will save considerable time money and staff resources by completing the proposed paving projects under the Cooperative Agreement presented herein. The Cooperative Service Agreement, which includes the project estimate and project plans are attached as Exhibit A. The primary work to be completed is the complete removal and reconstruction of all asphalt paved surfaces on Dillon road from the intersection of Vista Del Norte to the Northern City limits at 44th Avenue. The project will also include repair and improvements to existing curbs, ADA ramps and Concrete cross gutters as needed to complete the project.

FISCAL IMPACT:

The total cost of the project is estimated at \$1,816,596.55, which includes the project estimate of \$1,651,451.55 plus a 10% contingency of \$165,145. The project is to be funded from the Road Maintenance- Dillon road (Fund 108) account which has a current balance of \$158,266.56. It is recommended that the General Fund lend the remaining project balance to Fund 108 with a transfer of \$1,658,239.99. Fund 108 shall reimburse the General Fund the full value of the transfer over the next 12 to 15 years as quarterly payments continue to replenish the account.

Dillon Road North Budget		
Project Estimate:	\$1,651,451.55	
10% contingency	\$165,145	
Total Project Cost:	\$1,816,596.55	
Funding Source (Fund 108)		\$158,266.56
General Fund Loan (Fund 101)*		\$1,658,329.99
Total Funding:		\$1,816,596.55

*Note: Reimbursement for general fund is anticipated to take about 15 years, which is consistent with expected and standard maintenance periods on a newly reconstructed roads.

ATTACHMENTS:

1. Exhibit A – City/Tribe Cooperative Agreement Dillon Road North Draft.

Dillon Road Paving Project

SERVICE AGREEMENT BY AND BETWEEN
TWENTY-NINE PALMS OF MISSION INDIANS
AND
CITY OF COACHELLA
FOR
DILLON ROAD PAVING PROJECT

This Agreement is entered into this _____ day of _____, 2024, by and between the Twenty-Nine Palms of Mission Indians (hereinafter "Tribe") and the City of Coachella, a municipal corporation, (hereinafter "CITY"), to repair asphalt and concrete facilities on Dillon Road between Vista Del Sur and Avenue 44, (hereinafter "PROJECT"). TRIBE and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

- A. WHEREAS, the PARTIES have determined that there is significant need to repair Dillon Road, as shown in the attached Plans (Exhibit 1) in order to coordinate multiple projects within the Dillon Corridor into an effort that results in a complete improved street section. The PROJECT will remove and replace and/or grind and overlay portions of Dillon Road and Vista Del Norte north of Vista Del Sur and South of Avenue 44, replace Concrete Cross Gutters and Concrete ADA Ramps at Select intersections, and replace Concrete Curbs per the approved plans in Exhibit 1.
- B. WHEREAS, the PROJECT is within the jurisdictional boundaries of the CITY; and
- C. WHEREAS, California Government Code Section 6502 provides that "[if] authorized by their legislative or governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties".
- D. WHEREAS, CITY and TRIBE desire to work together to design and construct the PROJECT; and
- E. WHEREAS, TRIBE will provide the administrative, technical, managerial, and support services reasonably necessary for the implementation of the PROJECT; and
- F. WHEREAS, TRIBE and CITY desire to define the terms and conditions under which said PROJECT is to be

administered, engineered, coordinated, and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

SECTION 1 • TRIBE AGREES to:

1. Act as the lead agency for itself and on behalf of the CITY for the overall development and implementation of the PROJECT.
2. Prepare, or cause to be prepared, detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to CITY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
3. Make, or have its contractor make, written application to CITY for a NO FEE encroachment permit authorizing entry by the Tribe and its agents, consultants and contractors into CITY's right of way for the purposes of constructing the PROJECT.
4. Advertise, award and administer a public works contract for the construction of the PROJECT in accordance with TRIBE statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the TRIBAL agency public construction codes, California Labor Code, and California Public Contract Code.
5. Furnish qualified support staff to assist the Tribe's contractor in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services reasonably necessary to assure that the construction is performed in accordance with the PS&E documents.
6. Construct the PROJECT in accordance with approved PS&E documents.
7. Furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within six (6) months following the completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans will be made available if CITY

desires. If electronic copies are provided, they will be provided on CD-R media.

8. Furnish CITY a final reconciliation of PROJECT expenses within ninety (90) days following the substantial completion in accordance with the construction contract and acceptance of the PROJECT, which acceptance shall not be unreasonably withheld, conditioned, or delayed by the CITY. If final costs associated with the PROJECT are in excess of the CITY'S LOCAL SHARE provided in Section 2, TRIBE shall include a final bill to the CITY with the financial reconciliation.

SECTION 2 • CITY AGREES to:

1. Fund ONE HUNDRED percent (100%) of the total cost of the PROJECT ("CITY'S SHARE") as detailed in "Exhibit B", including the costs and expenses of preparing the PS&E documents. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement as payable by the City as part of the CITY's SHARE.
2. Deposit with TRIBE, upon execution of this Agreement, FIFTY PERCENT (50%) of the project estimate as detailed in Exhibit B (the "Deposit") to be counted towards CITY'S SHARE.
3. Pay TRIBE ONE HUNDRED PERCENT (100%) of remaining balance of CITY'S SHARE, within 90 days after substantial completion of PROJECT.
4. Provide at no cost to TRIBE, a representative to coordinate with the TRIBE's Project Manager during the development and the construction of PROJECT, and to verify facilities are constructed as required by this Agreement.
5. Pay TRIBE for any final costs associated with the PROJECT that are excess of the CITY'S SHARE as determined pursuant to Section 1, Subsection 8, above.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. TRIBE shall not be obligated to commence services under this Agreement until after receipt of CITY's Deposit as required in Section 2, Subsection 2, above.
2. Construction by TRIBE of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to TRIBE's contractor authorizing such work has been issued by CITY.

3. TRIBE shall cause TRIBE's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum combined single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. TRIBE shall also require TRIBE's contractor to maintain Worker's Compensation Insurance. TRIBE shall cause TRIBE's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
4. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
5. CITY shall be responsible for the maintenance of the improvements comprising the PROJECT that are located within that CITY'S jurisdiction.
6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
7. Neither TRIBE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold TRIBE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
8. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of TRIBE under or in connection with any work, authority or jurisdiction delegated to TRIBE under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, TRIBE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of TRIBE under or in

connection with any work, authority or jurisdiction delegated to TRIBE under this Agreement.

9. In the event CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the TRIBE shall have the option to terminate this Agreement upon ninety (90) days written notice to the CITY, without limiting any other rights or remedies which the TRIBE may have under applicable laws as a result of such default by the CITY.

10. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11. This Agreement is to be construed in accordance with the laws of the State of California.

12. Neither the CITY nor TRIBE shall assign this Agreement without the written consent of the other PARTY.

13. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county. If either party institutes an action or proceeding to enforce or interpret the terms or conditions of this Agreement, or arising out of any breach of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

14. This Agreement is the result of negotiations between the PARTIES hereto, with the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or TRIBE shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the PARTY that prepared it in its final form.

15. Any waiver by TRIBE or CITY of any breach by any other PARTY of any provision of this Agreement (a) must be in writing and signed by the party charged with such waiver; and (b) shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of TRIBE or CITY to require from any other PARTY exact, full and complete compliance with any of the

provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping TRIBE or CITY from enforcing this Agreement.

16. This Agreement and Exhibits 1 and 2 herein contain the entire agreement between the PARTIES with respect to the subject matter of this Agreement and are intended by the PARTIES to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set forth in this Agreement, is null and void.

17. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any PARTY to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

18. CITY and TRIBE shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a minimum period of three (3) years from the date of recordation of a Notice of Completion of the PROJECT.

19. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

20. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

All notices to the TRIBE shall be sent to:

Twenty-Nine Palms of Mission Indians

Attn: George Nichols

Chief Administrative Officer

46200 Harrison Place,

Coachella, CA 92236

Fax: (760) 863-2449

-With a copy to:

Twenty-Nine Palms Band of Mission Indians

Attention: Anthony Madrigal, SVP Operations

46-200 Harrison Place, Coachella, CA 92236

Fax: 760-863-2449

All notices to the City shall be sent to:

City of Coachella

Attn: Andrew Simmons

City Engineer

53990 Enterprise Way

Coachella, CA. 92236

Fax: (760) 863-2449

Phone: (760) 398 - 5744

[Signatures appear on next Page.]

APPROVALS

TRIBE Approvals

CITY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

Twenty-Nine Palms Band of Mission Indians

By _____

By _____

Title: _____

DR. GABRIEL MARTIN

City Manager

APPROVED AS TO FORM:

By _____

CARLOS CAMPOS

City Attorney

ATTEST:

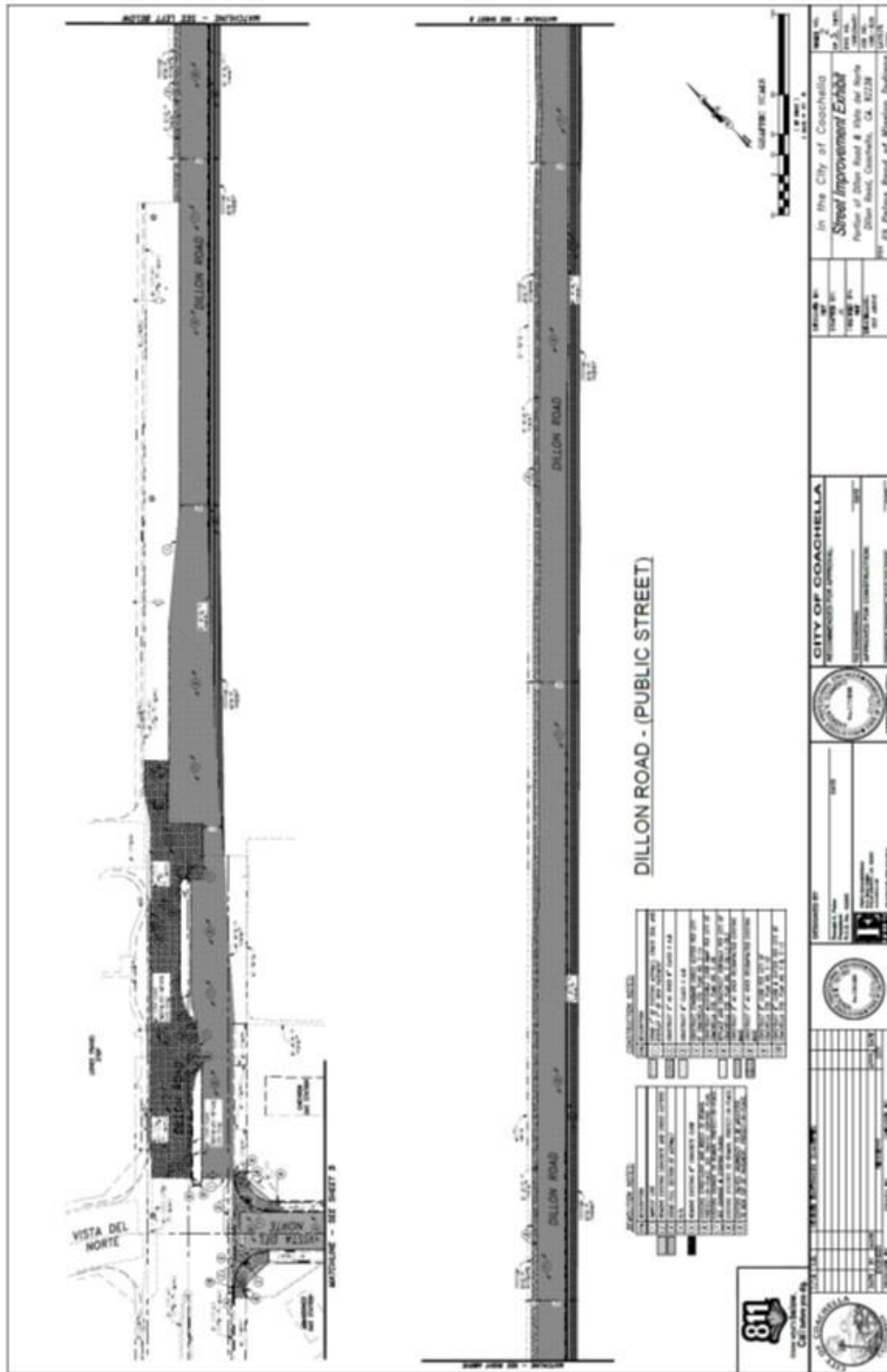
By _____

DELIA GRANADOS

City Clerk

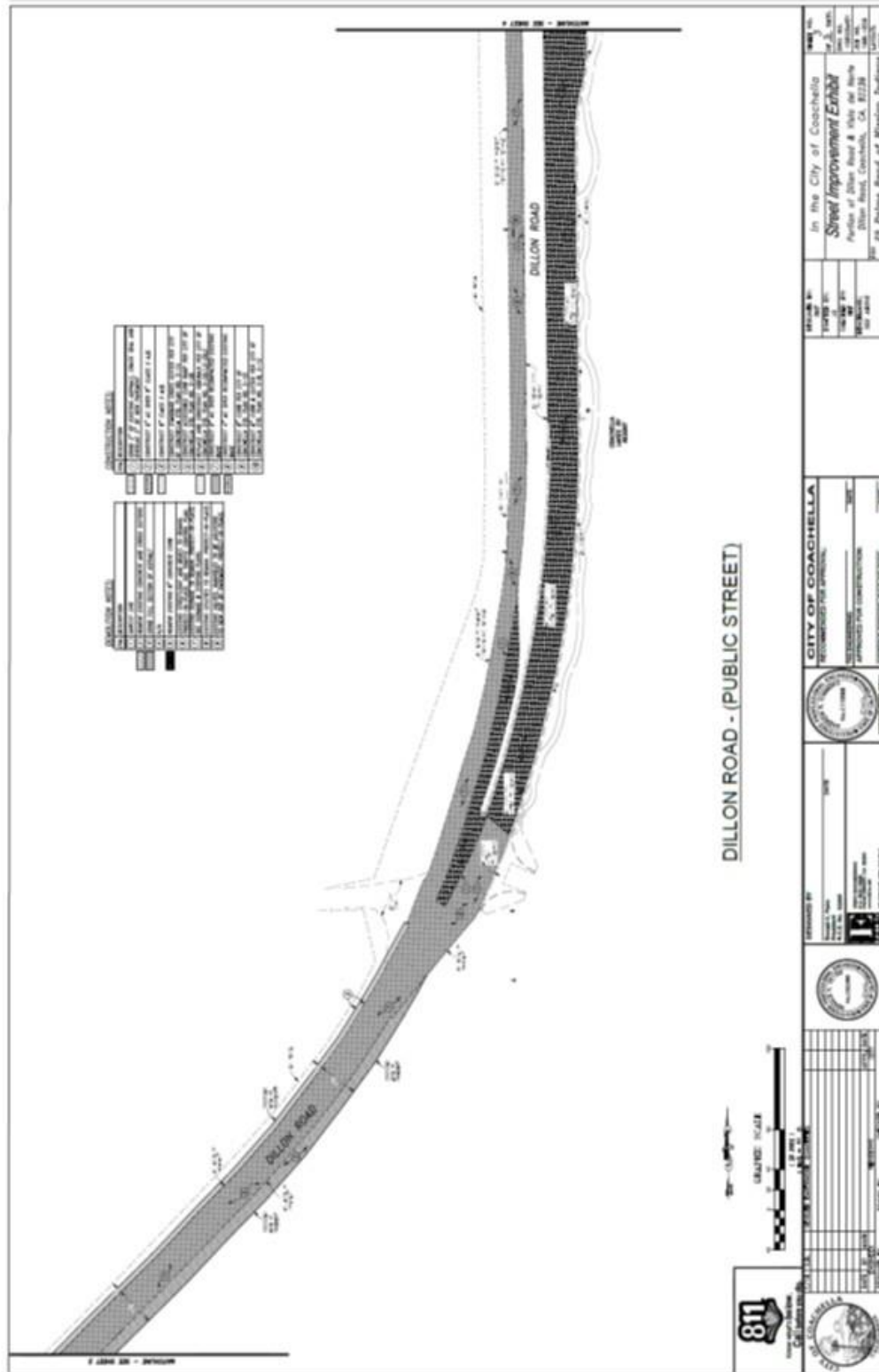
Dillon Road Paving Project

Item 12.



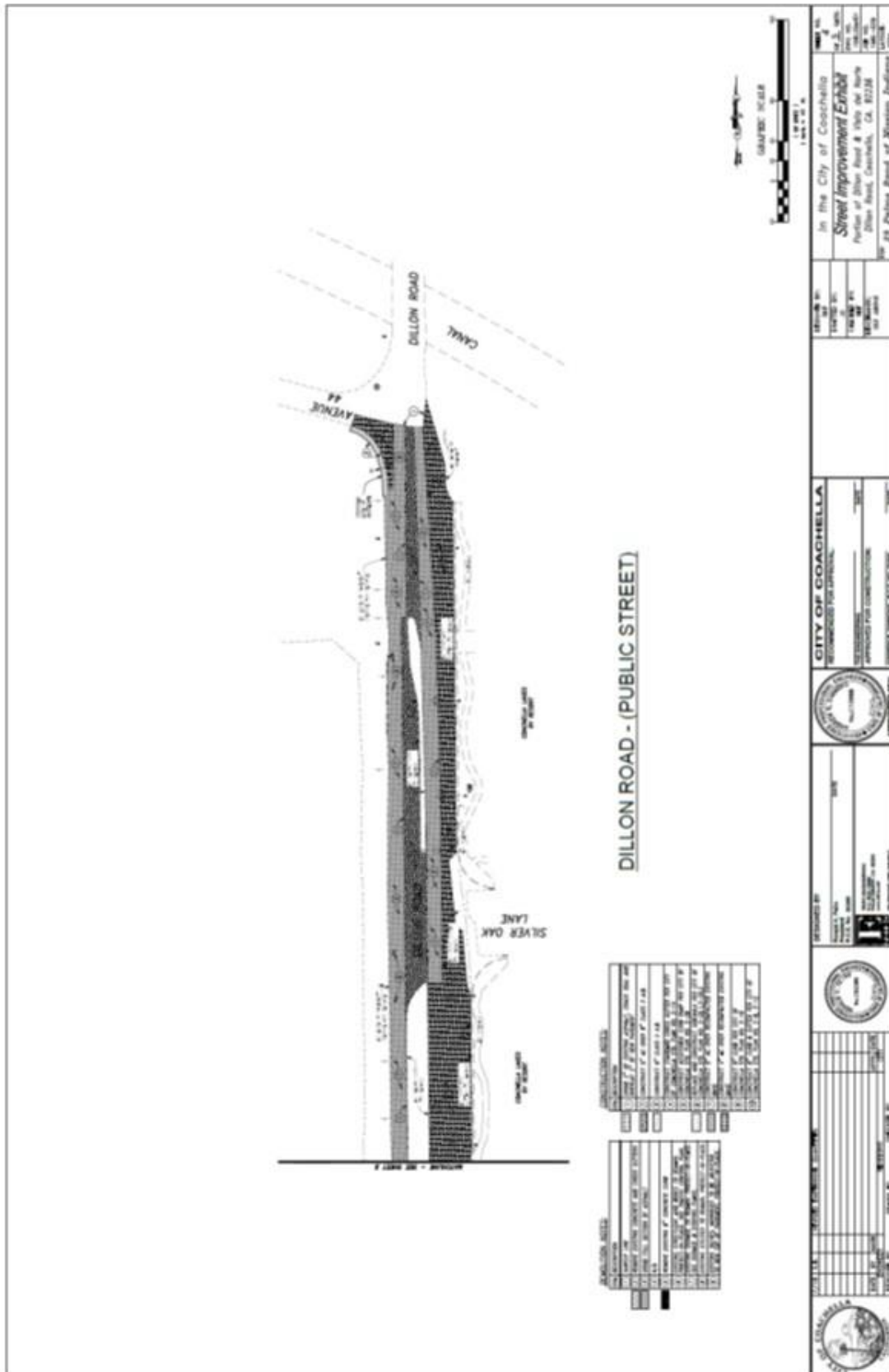
Dillon Road Paving Project

Item 12.



Dillon Road Paving Project

Item 12.



Item 12.



Dillon Road Paving Project

Item 12.

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Dillon Road Paving Project

Exhibit 2

Project Estimate



2200 S. Yale St.
Santa Ana, CA 92704
(714) 540-1700 Office
(714) 540-1709 Fax

To:	City Of Coachella	Contact:	Andrew Simmons
Address:	53990 Enterprise Way Coachella, CA 92236	Phone:	(760) 398-3502
		Fax:	
Project Name:	Dillon Road & Vista Del Norte - Road Repair - Prevailing Wage	Bid Number:	
Project Location:	Dillon Road & Vista Del Norte, Coachella, CA	Bid Date:	1/22/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Bid						
1		Remove 5' Wide, Up To 6" Dirt Removal For Shoulder On The West Side	177.00	CY	\$167.1500	\$29,585.55
2		5' Wide, 6" CL II For Shoulder On West Side	9,530.00	SF	\$2.6400	\$25,159.20
3		Sawcut, Remove And Haul Off (40 LF) Curb, (1615 SF) Cross Gutter, (1550 SF) Curb Returns, 15" Curb	1.00	LS	\$31,445.0000	\$31,445.00
4		8" Cross Gutter And Spandrel Over Existing Base	40.00	LF	\$151.0000	\$6,040.00
5		Curb Ramps Over 6" CL II Per Detail S-25.2 And Ramp Per S-26	1,615.00	SF	\$26.7500	\$43,201.25
6		12" Wide 8" Deep Lift Slot Patch	1,550.00	SF	\$35.2500	\$54,637.50
7		Remove And Haul Off Up To 14" Of Dirt To Extend Road To 40' Wide	180.00	SF	\$71.5000	\$12,870.00
8		3" AC Over 9" CL II	29,763.00	SF	\$4.0000	\$119,052.00
9		* 3/4" B-PG 70-10 Base Pave	29,763.00	SF	\$5.2800	\$157,148.64
10		Grind Up To 5" Of Existing Asphalt - Dillon Road	130,520.00	SF	\$1.2300	\$160,539.60
11		Fine Grade And Recompact Existing Base - Dillon Road	130,520.00	SF	\$0.3838	\$50,093.58
12		3" AC Over Recompacted Base - Dillon Road	130,520.00	SF	\$2.1500	\$280,618.00
13		Grind Up To 2" Of Existing Asphalt - Dillon Road	69,910.00	SF	\$0.5700	\$39,848.70
14		Cap Pave Up To 2" Asphalt - Dillon Road	230,193.00	SF	\$1.7100	\$393,630.03
15		6" AC Berm Per Detail S-11	70.00	LF	\$121.2500	\$8,487.50
16		Striping - (1,225 LF) 4" Lane Line, (950 LF) Double Yellow, (650 LF) 8" Solid Line Detail 38, (1780 LF) 4" Yellow Skip Center Line, (1,000 LF) 4" Solid Detail 27B, (10 Ea.) Type Iv Arrows - Thermoplastic, (3 Ea.) Lane Drop Arrows - Thermoplastic	1.00	LS	\$45,500.0000	\$45,500.00
17		Concrete Washout Bin	1.00	LS	\$1,000.0000	\$1,000.00
18		Street Sweeping	1.00	LS	\$33,750.0000	\$33,750.00
19		Trench Plates - To Protect Cross Gutter	1.00	LS	\$2,215.0000	\$2,215.00
20		Traffic Control	1.00	LS	\$96,000.0000	\$96,000.00
Total Price for above Base Bid Items:						\$1,590,821.55

Engineering/ Construction Services

1		Construction Staking * Stake Centerline Of Dillon Road On 50'	1.00	LS	\$42,000.0000	\$42,000.00
2		Stations (for Sawcut) Furnish & Provide Engineered Traffic Control Plans	1.00	LS	\$18,630.0000	\$18,630.00
Total Price for above Engineering/ Construction Services Items:						\$60,630.00

Total Bid Price: \$1,651,451.55

10% Contingency: \$165,145.00

Total project Cost: \$1,816,596.55

Dillon Road Paving Project

Item 12.

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STAFF REPORT
2/28/2024

To: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development
Cesar Lucrecio, Economic Development Technician

SUBJECT: Award a Contract to Deckard Technologies, Inc., of San Diego, California, for Short Term Rental Monitoring, Compliance, Enforcement, and Tax Collection Services in the Amount of \$27,750

STAFF RECOMMENDATION:

Staff Recommends that the City Council consider awarding a contract to Deckard Technologies, Inc., of San Diego, California, for Short-term Rental Compliance Services in the amount of \$27,750 for the initial one-year period of February 29, 2024 through January 31, 2025 with the option to extend the contract for four (4) additional one-year periods, subject to departmental and City Manager concurrence and available funding, and authorize the City Manager to execute the contract agreement.

BACKGROUND:

The City's short-term rental (STR) monitoring and compliance program was launched in May 2018 and since then, the City's STR market grew to approximately 350 STRs, so it was determined that the City should solicit proposals from qualified firms to offer professional services to ensure the City has access to the most comprehensive and effective services in an effort to provide for a synergistic approach to managing the City's STR program for all departments involved.

Staff from Development Services, Finance, and Economic Development collaborated in the solicitation process to obtain proposals and identify the most qualified firm to provide these services. The scope of services included an optional TOT collection component so that customers could remit payments related to their STR in one portal. A total of three (3) firms submitted proposals that included the following:

- Deckard Technologies, Inc.
- GovOS
- Host Compliance

The review panel consisted of subject matter experts from Finance, Economic Development, and

Development Services, who reviewed the responses in accordance with the needs of the city. The panel determined that all three firms would be interviewed. Of the three firms interviewed, the panel selected Deckard Technologies Inc. as the most qualified firm.

Firm	Location	Rank	Annual Fee
Deckard Technologies, Inc.	San Diego, CA	1	\$27,750
Host Compliance	Seattle, WA	2	\$23,310
GovOS	Austin, TX	3	\$38,847

DISCUSSION/ANALYSIS:

Deckard Technologies (“Deckard”) provided services, and all were positive. Overall, Deckard Technologies was described as professional, very responsive, and a great partner. On implementation, meeting deadlines, and providing support to staff, all were extremely pleased if an issue was identified (as it occurs with all new software); they worked immediately to fix it and were always able to reach someone whenever needed, all deadlines were met, and the only time Deckard submitted for a contract amendment was when the municipality requested something additional that was not part of the scope of services. One of the references initially contracting with Deckard was only for TOT collection, but soon realized they needed a better resource on the compliance side and expanded their contract and have since renewed it for additional years.

Key service and features that Deckard Technologies will provide that set them apart from the other firms include:

- ✓ A user-friendly, intuitive, public-facing online portal in which residential STR businesses to apply for or renew a TOT certificate, STR permit, and/or a residential business license as applicable.
- ✓ The portal will collect any STR permit fees, residential business license fees, or other fees in the future as required by the City and remit them to the county. Applicants will be prompted via email to pay annual fees. Fees not paid will be flagged for City staff.
- ✓ A TOT Certificate and STR Permit information will be made available directly within the Rentalscape system to aid in both revenue services and code enforcement activities.
- ✓ Providing automatic notification to applicants via email for renewal of applicable permits when required.
- ✓ One dynamic form for the processing of TOT certificates, STR permits, and/or business licenses together. The form will include sequential, step-by-step processing of the permits.
- ✓ Real-time Dashboard for staff that identifies STR violations daily, including advance bookings.

- ✓ The advance bookings calendar could also assist staff in identifying the need for additional resources when bookings are at all-time highs.
- ✓ A “sign-off” for Deckard to mail the notice of violation as opposed to identifying violations and having staff complete the administrative tasks of printing, copying, stuffing envelopes, and physically mailing the notices.
- ✓ Provides aggregated revenue, bookings, and property data that can be compared to TOT remittance to see if any hosts/owners are underreporting.
- ✓ A separate public-facing online portal for the public to look up permitted STR property locations, registration statuses and links for complaint information, rules and regulations, or other information as determined by the City
- ✓ Unlimited training for staff

Staff has attached a draft contract with Deckard for STR Compliance Services in the amount of \$27,750 for the initial one-year period of February 29, 2024 through January 31, 2025 plus 4 additional one-year extensions based on satisfactory performance.

FISCAL IMPACT

Funds have been budgeted to cover the cost of this contract for the portion of the term within FY 23/24. The remainder of the contract period will be included in the 2024/2025 budget request. The renewal options will be reviewed and approved pending satisfactory performance.

ATTACHMENTS:

1. Professional Services Agreement with Exhibits
2. Deckard Technologies Proposal



Dustin Reilich
VP Sales
(949) 701-0501
dustin@deckard.com

AUGUST 31, 2023

PRICE PROPOSAL

for the
City of **Coachella**, CA

SHORT-TERM RENTAL ("STR") INVENTORY, COMPLIANCE & ANALYTIC SERVICES

presented by



engineered by



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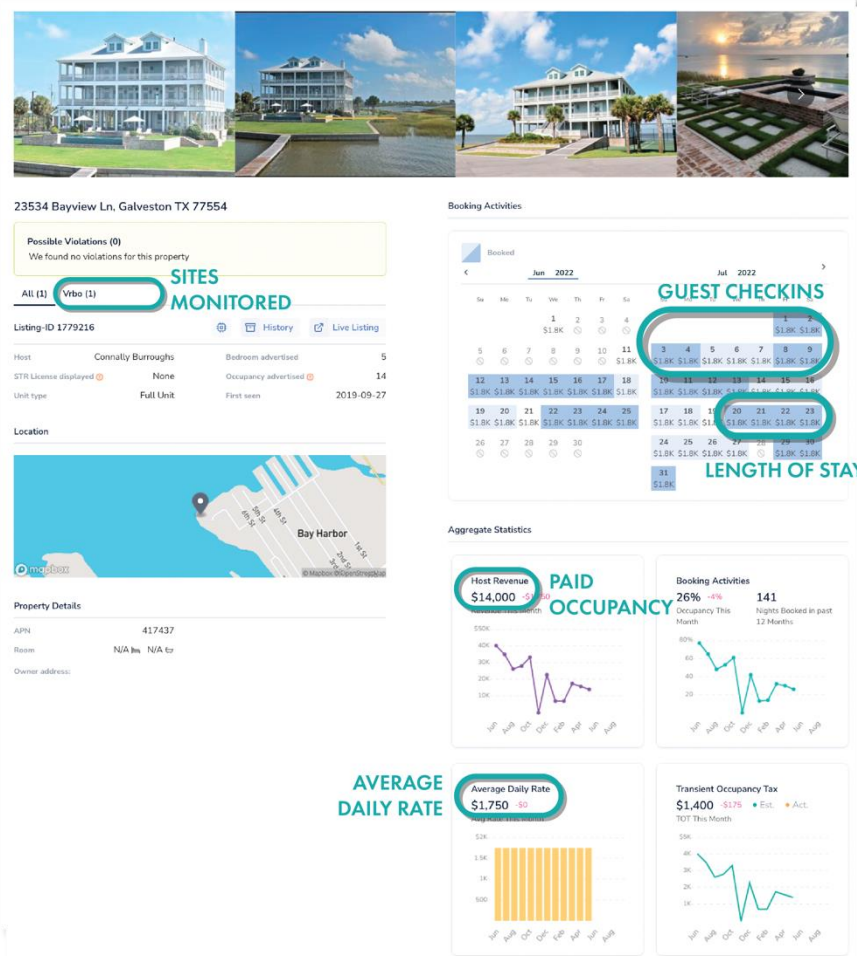
Optional products..... 12

EXECUTIVE SUMMARY

Rentalscape Short Term Rental ID & Monitoring Platform

Deckard Technologies utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes. To accurately track activity within the City of Coachella, the Rentalscape platform identifies the exact address of the STR listings within the City limits, enabling accurate display of STR activity within the City and within community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact location of STR properties enables compliance, enforcement, tax collection and complaint management activities.

About Rentalscape



Deckard's Dashboard management platform for STR will discover, identify, and efficiently present all STR activity in the City of Coachella, using unique technical capabilities such as its proprietary future booking detection software, automatic non-compliance recognition, industry-best address identification.

Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made.

This allows Rentalscape users to reach out to owners and hosts who are unlawfully renting and address any issues relating to these future rentals long before guests arrive, thereby eliminating disturbances, neighbor complaints and other common issues that often arise from illegal rentals.

FIGURE 1: **Rentalscape** Property card

Rentalscape maintains a database of every booking and stay made on all major platforms. Our system contains information dating back to late 2019 for every STR in the City of Coachella. All data can be viewed interactively on the Rentalscape portal with unlimited user access and downloaded on demand in Microsoft Excel format.

Rentalscape dashboard map view shows the exact location of all STR activity, includes districts as defined by the City and displays individual property information and aggregate statistics on a per district basis.

Rentalscape presents detailed STR activities including the precise address, owner information, booking history, availability and more. For each individual booking, the platform provides the actual date the reservation was made as well as the start and end date of each booking, ensuring that the City is able to distinguish back-to-back bookings. These insights are not possible to achieve by simply viewing the listings itself.

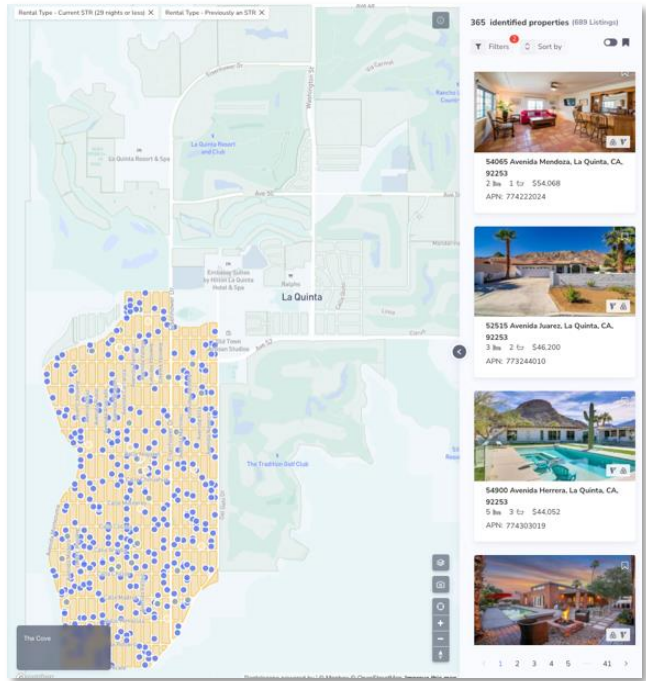


FIGURE 2: **Rentalscape** Map

In Summary

In every jurisdiction in which we are providing service we have increased compliance and improved tax collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We have in-house property appraisers and STR property managers. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices. Our systems come with unlimited user access and unlimited end-user training. Our customers give testimonials regarding the ease of use of our systems and vastly superior level of customer service when compared to other providers in the market.

REFERENCES

We believe that **continuous innovation** is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

REFERENCES

- **City of La Quinta, CA**

Gil Villalpando, ASST. CITY MANAGER
gvillalpando@laquintaca.gov
760-777-7094
Rentalscape, Custom Services

- **City of Cathedral City, CA**

Sandra Molina, CODE COMPLIANCE
DEVELOPMENT MANAGER
smolina@cathedralcity.gov
760-202-2433
Rentalscape

- **City of Eastvale, CA**

Jhonny Terfehr, INTERIM COMMUNITY
SAFETY DIRECTOR
jterfehr@eastvaleca.gov
951-703-4482
Rentalscape

- **Santa Cruz County, CA**

Laura Bowers, CHIEF DEPUTY
AUDITOR/CONTROLLER
laura.bowers@santacruzcounty.us
(831) 454 - 2684
Rentalscape

- **City of Indio, CA**

Daniela Bolun, SENIOR FINANCE
TECHNICIAN
dbolun@indio.org
760-391-4073
Rentalscape

PROPOSED PRODUCTS

THE RENTALSCAPE PORTAL

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City going back at least 12 months. We use US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the City of Coachella ordinance

Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

Rentalscape is configured to match the City's ordinance and is capable of flagging violations following the City's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term booking, and are subsequently missed by these other vendors as violating the City ordinance. **Rentalscape continuously monitors every listing every day** including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.

Rentalscape includes a **Dashboard** that provides an overview of all STR activity in the City. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners as seen below. Please note that some charts will not be activated until we go live in the City of Coachella.

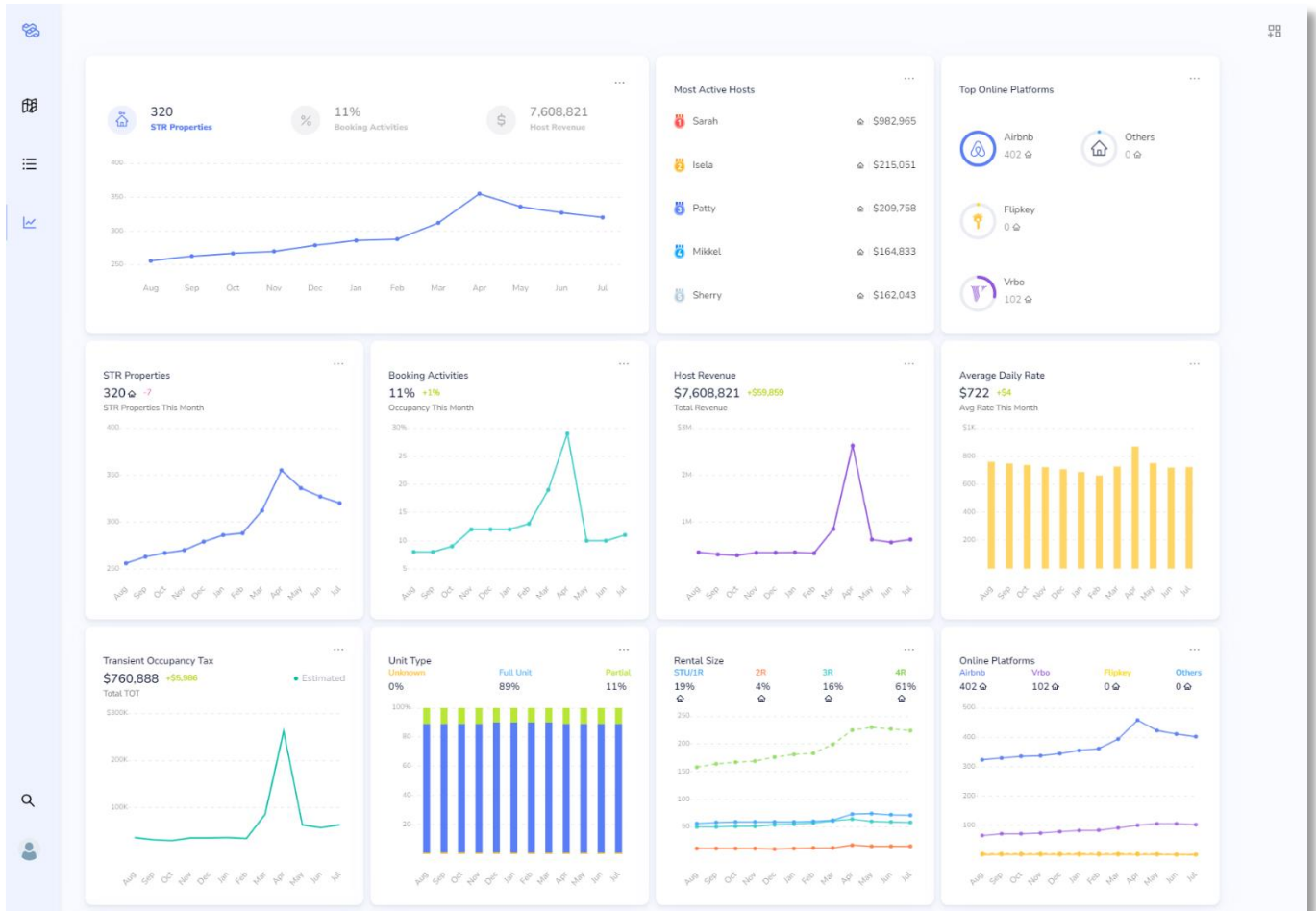


FIGURE 3: **Rentalscape** the City of Coachella Dashboard Example

IMPLEMENTATION & TRAINING

Implementation is on your timeline!! Upon Contract signing, Deckard will assign the City of Coachella a Dedicated Account Manager, who will work with the City to develop “best practices” based on Deckard’s experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The account manager will also participate in periodic calls with City staff as requested.

And since Rentalscape is Cloud Based, no hardware or software is installed!

Most jurisdictions have been up and running with Rentalscape within a couple weeks with Address Identification complete within 4 weeks of receipt of the permit and listing data.

Sample Timeline



FIGURE 4: Sample Timeline for **Rentalscape**

PRICING PROPOSAL

Currently, Rentalscape is showing close to **749 live STR listings in the City of Coachella**. Based on the number of live STR listings, we estimate there are **450+ short-term rental properties in the City**, advertised on one or more platforms.

While other providers charge a recurring identification fee annually, Deckard Technologies only charges an identification fee once when the property is initially identified. In addition, we only charge fees on a per property, not per listing, basis. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



IDENTIFICATION, MONITORING & REPORTING	PRICE
<ul style="list-style-type: none"> Identify property address Identify property owner address Estimated 450 properties 10,000+ Websites monitored Daily, worldwide Daily Monitoring of all Calendar Activity Real-time Reporting of all New Listings FutureCast™ - Identify future bookings as they are made on the rental platform Automatic identification of violations 	\$14,750 Annually
OUTREACH CAMPAIGN	
<ul style="list-style-type: none"> Letter campaign to inform STR owners/hosts about tax requirements and procedures All letter templates will receive City approval pre-campaign Campaign includes one Introductory letter and two additional escalation letters 	\$3,500 Annually
STR REGISTRATION PORTAL	
<ul style="list-style-type: none"> Online, intuitive portal for registration and renewal Fields customizable to meet City needs Pursue delinquent payments from hosts Provide daily reports on new and modified permits 	\$5,000 Annually
TAX PAYMENT PORTAL	
<ul style="list-style-type: none"> Easy to use online tax payment portal Configurable tax, late fee and interest rates on a per-property basis Provide daily reports on tax payments and remittances to the City 	\$5,000 (OPTIONAL)
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
<ul style="list-style-type: none"> 24/7 US based bi-lingual Call Center with live agents – Basic (see Pg 12 for Detail Information) Online complaint form (Complaint Form only \$2,000) 	\$4,500 Annually
CONSTITUENT PORTAL	
<ul style="list-style-type: none"> Public facing portal (Link placed on Jurisdiction's website) Permit Data and Responsible Party contact info for STR Property (Standard) 	\$5,000 (OPTIONAL)
FORECLOSURE/VACANT PROPERTY REGISTRATION PORTAL	
<ul style="list-style-type: none"> Maintain Online Property Registration Proactively monitor foreclosure filings, etc. Notify responsible party of registration requirements 	\$100 per property (OPTIONAL)
REPORTING & ANALYSIS	
<ul style="list-style-type: none"> On Demand, Dynamic reporting, offering multiple ad hoc reports Filters allowing users to focus on specific segments of the STR population 	INCLUDED
DEDICATED ACCOUNT MANAGER	
<ul style="list-style-type: none"> Single Point of Contact for City staff for all matters Ensures the City is following Industry best practices Shepherds the implementation process from start to finish Periodic meetings/calls throughout the life of the account 	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
<ul style="list-style-type: none"> No limit on the number of Rentalscape user accounts No per-session training costs 	INCLUDED
TOTAL YEAR ONE	\$27,750

NOTE – Pricing valid for 90 days

NOTE 2 – Co-operative contracts available. Additional Information available upon request.

OPTIONAL PRODUCTS

STR Registration and Renewal Portal is a configurable system that is customized for each client branding, custom fields such as occupancy rules specific to the City (e.g., occupancy limits, bedroom counts), collection of documents as required for the STR registration process, STR registration approval portal, configurable STR permit pricing and expiration, collection of any STR permit fees, regular reporting, allows for renewals and updates.

24/7 Complaint Line & Online Form is available for fielding complaints raised by the public related to short-term rentals. The Complaint Line is a 24/7 Live US based Call Taker environment. The Call Taker collects the appropriate information (ie address, property owner, type of incident, date of incident, etc) and contacts the designated City contact. Hotline services are offered at 3 different levels:

Basic - Standard call flow. Information is taken and forwarded to the City. Calls are referred to the appropriate staff without follow up required.

Classic - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local City contact.

Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Rentalscape Online Complaint Form is also available. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is customized with your logo. All complaints are logged and reported to the appropriate staff/department.

Tax Payment Portal can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked. The system is customized for each jurisdiction and includes automatic calculation of tax due based on the City's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required. The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the City. The system generates nightly reports that are delivered to the City, allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Letter Campaign for STR Hosts - Rentalscape will create and send letters to all Identified STR hosts/owners explaining the City's STR ordinances, requirements, and process. The letter templates will be approved by the City staff prior to beginning the mailings. Rentalscape's targeted letter campaign, timed to generate best results, have shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement.

STR Constituent Portal – The Constituent Portal is an interactive public online map for publication of all registered short-term rentals within the City. The exact information on the map can be configured to meet the City's needs and includes information such as the property owner and emergency contact information. The portal is branded with the City's information and can include links to systems such as the short-term rental registration system.

Foreclosure/Vacant Property Portal helps government agencies combat blight created by vacant and foreclosed properties! By identifying at risk vacant properties and contacting the responsible party, Rentalscape helps you carry out enforcement to increase compliance with Vacation Property Ordinances.

CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of **February, 2023** 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 53390 Enterprise Way, Coachella, California 92236 (“City”) and **Deckard Technologies, Inc.** a Delaware corporation with its principal place of business at **1620 Fifth Ave, San Diego, CA 92101** (“Consultant”). The City and Consultant are sometimes individually referred to 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 has the skills, experience, and knowledge necessary to perform under this Agreement and the City relies upon this representation. Consultant shall perform to the satisfaction of the City and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

2.2 Project.

The City desires to engage Consultant to render **Short Term Rental** data analytics and compliance monitoring (“Services”), as set forth in the Scope of Services attached hereto and incorporated herein as **Exhibit “A.”** The total compensation shall not exceed **Twenty-Seven Thousand Seven Hundred and fifty Dollars (\$27,750)**. Extra Work may be authorized, and if authorized, will be compensated at the rates and manner 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 Services as described in Exhibit “A.” All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from February 14, 2024 to February 14, 2025 unless earlier terminated as provided herein. Consultant shall complete the

Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than TWO (2) additional one-year (1) terms, subject to departmental and City Manager concurrence and available funding.

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to the 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 the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Dustin Reilich, Vice President.**

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

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

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

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

3.2.8.1 Period of Performance. Consultant shall perform and complete all Services under this Agreement in accordance with Exhibit "B." Consultant agrees that if the Services are not completed according to the Schedule of Services in Exhibit "B," City shall be entitled to terminate this Agreement for cause.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and

regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its elected and appointed officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence 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 sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy, which arise from work performed by the Consultant.

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

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers,

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

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

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

3.2.10.9 Reporting of Claims. 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.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "C,"** entitled Compensation, attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-Seven Thousand Seven Hundred and fifty Dollars (\$27,750)**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly-itemized statement, which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as

appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Labor Code Requirements.

3.3.5.1 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 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, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees 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.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all sub-consultants 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 sub-consultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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.

3.4 **Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any

other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The 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 the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Consultant to provide all finished or unfinished Work Product (defined below) and other information of any kind prepared by Consultant in connection with the performance of the Services under this Agreement. Consultant shall be required to provide such Work Product 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, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

Consultant:

Deckard Technologies
1620 Fifth Avenue, Suite 400 San Diego, CA 92101
Attn: Nickolas R. Del Pego, CEO

City:

City of Coachella
53390 Enterprise Way
Coachella, CA 92236
Attn: Dr. Gabriel D. Martin, City Manager

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

3.5.3 Ownership of Materials and Confidentiality.

1. 3.5.3.1 Documents & Data; Licensing of Intellectual Property. The results of the Services delivered to City in the form delivered to City, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Consultant for City in performing the Services (all of the foregoing, collectively, the “Work Product”) shall be the property of City, and Consultant hereby assigns all rights to such Work Product to City. Without limiting the generality of the foregoing and subject to Consultant’s confidentiality obligations under this Agreement, City acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Consultant from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Consultant incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Consultant into the Work Product, such Deckard Property shall remain the property of Consultant. Consultant grants to City a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to City under this Agreement. In addition, nothing herein shall grant to City any rights in the “Rentalscape” Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product (“Deckard Property”).

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the 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. 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 the City’s name or insignia or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

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

3.5.5 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 other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its elected and appointed 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 incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its elected and appointed officials, directors, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, elected or appointed officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, elected and appointed officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

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

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

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

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

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, 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 equal opportunity employment or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA

Deckard Technologies, Inc.

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Thomas E. Hemmings
CFO

Exhibit “A”

SCOPE OF SERVICES

The Consultant shall work in partnership with the City to provide a full range of professional support services for the implementation and ongoing administration of, including but not limited to, the following tasks and as outlined in the Consultant’s Proposal (“Services”):

1. Short-term Rental Property & Address Identification:

- a) Weekly monitoring of 60+ short-term rental websites.
- b) Weekly list of City of Coachella’s active short-term rental listings.
- c) Quick and accurate identification of short-term rental properties in Coachella’s jurisdiction, including full address, parcel information, and contact information for all identifiable short-term rentals in the City.
- d) All publicly available listing and contact information for non-identifiable short-term rentals.
- e) Weekly high-resolution screenshots of all active short-term rental listings.

2. Data Management and Consolidation of Short-term Rental Records:

- a) Real-time interactive and fully integrated cloud-based short-term rental data management, permitting, and tax collection system.
- b) Automatic aggregation, consolidation, and de-duplication of listings to establish a reliable, always up-to-date short-term rental database.
- c) Weekly matching of identified short-term rental properties with the City of Coachella's permitted short-term rental properties and/or transient occupancy tax account holders.

3. Short-term Rental Compliance Monitoring, Notification, and Reporting:

- a) Weekly monitoring of short-term rental properties for zoning and permit compliance.
- b) Weekly pro-active and systematic outreach to unpermitted and/or illegal short-term rental operators using Coachella's advanced, multi-paged form letters.
- c) Advanced ability to precisely segment and target different types of letter recipients using an unlimited number of different form letter templates.
- d) Cloud-based self-service letter template management system to give City staff the ability to manage and update letter templates and mailing criteria.
- e) Ability to send both first-class and certified letters (or both).
- f) Proof of contact provided in the form of first-class and certified letter tracking info (where such data is provided by the United States Postal Service) and make PDF copies of all letters.
- g) Real-time accessible reporting on zoning, permit, and legal non-compliance by address and by owner.

- h) Always up-to-date list of short-term rentals operating illegally or not in compliance with zoning, permitting, nuisance issues, and records of all past attempts to bring the short-term rental into compliance.
- i) Weekly pro-active permit compliance monitoring, i.e., ongoing monitoring of compliance with Coachella's requirement to list permit numbers on all advertisements.
- j) Short-term Rental Activity Monitoring and Tax Collection Assistance:
- k) Weekly monitoring of 60+ short-term rental websites for signs of rental activity.
- l) Detailed weekly information on reviews and pricing for listings.
- m) Consolidated utilization and revenue estimates across listing platforms using advanced revenue, utilization, and tax fraud detection algorithms.
- n) Continuously updated list of short-term rental owners suspected of non- or underreporting taxes.
- o) Pro-active, systematic, and data-informed outreach to short-term rental operators suspected of under-reporting taxes using Coachella's advanced, multi-paged form letters.
- p) Custom reports and analytics to support tax audits and other short-term rental-related investigations.
- q) Integrated mobile enhanced web forms to streamline transient occupancy tax audits and collection of rental activity documentation from short-term rental operators suspected of underreporting taxes.
- r) Integrated mobile enhanced web forms to automate the calculation and collection of transient occupancy taxes.

4. Zoning, Permitting, and Violation Enforcement Assistance:

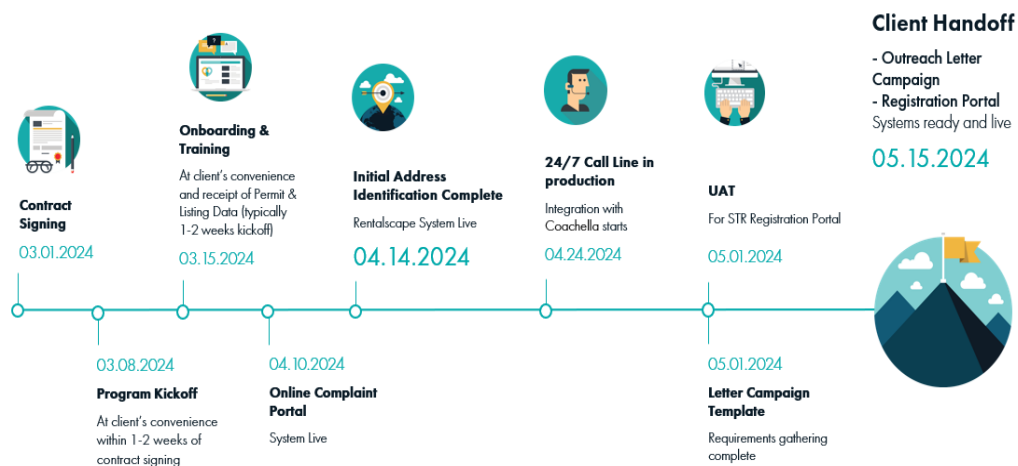
- a) Toll-free telephone hotline that is staffed 24/7, and a mobile-enabled web form or app for neighbors to report non-emergency problems related to short-term rental properties.
- b) Full documentation of all reported incidents.
- c) Digital recordings and written summary reports of all calls.
- d) Ability for neighbors to include photos, video footage, and sound recordings to document complaints.
- e) Real-time outreach to owners/managers of problem short-term rental properties (whenever owner's contact information is known).
- f) Full documentation of owner/manager outreach activities.
- g) Detailed reporting on incidents.
- h) Automatic escalation of issues to emergency responders where required.

Exhibit “B” SCHEDULE OF SERVICES

The term of this Agreement shall be from February 14, 2024 to February 14, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than TWO (2) additional one-year (1) terms, subject to departmental and City Manager concurrence and available funding. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

Timeline: City of Coachella, CA

* Assuming contract sign on March 1st



The timeline above assumes contract signing late-February 2024. All the Rentalscape systems require configuration to meet the City's specific needs and assumes that the city staff will be available to document configuration requirements including details of violations, the details required when registering and the calculation of TOT payments including interest and late fees. Assuming the requirements are gathered quickly, and the City staff is accessible and responds in a quick manner to questions and requirements approvals, we fully expect to deliver Rentalscape to the City of Coachella well within the above timeline. The specific target for go-live of the STR registration portal is the 15th of May 2024 prior to the "All systems live" on the 15th of May 2024.

Exhibit “C” COMPENSATION

IDENTIFICATION, MONITORING & REPORTING	PRICE
<ul style="list-style-type: none"> Identify property address Identify property owner address Estimated 450 properties 10,000+ Websites monitored Daily, worldwide Daily Monitoring of all Calendar Activity Real-time Reporting of all New Listings FutureCast™ - Identify future bookings as they are made on the rental platform Automatic identification of violations 	\$14,750 Annually
OUTREACH CAMPAIGN	
<ul style="list-style-type: none"> Letter campaign to inform STR owners/hosts about tax requirements and procedures All letter templates will receive City approval pre-campaign Campaign includes one Introductory letter and two additional escalation letters 	\$3,500 Annually
STR REGISTRATION PORTAL	
<ul style="list-style-type: none"> Online, intuitive portal for registration and renewal Fields customizable to meet City needs Pursue delinquent payments from hosts Provide daily reports on new and modified permits 	\$5,000 Annually
TAX PAYMENT PORTAL	
<ul style="list-style-type: none"> Easy to use online tax payment portal Configurable tax, late fee and interest rates on a per-property basis Provide daily reports on tax payments and remittances to the City 	\$5,000 (OPTIONAL)
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
<ul style="list-style-type: none"> 24/7 US based bi-lingual Call Center with live agents – Basic (see Pg 12 for Detail Information) Online complaint form (Complaint Form only \$2,000) 	\$4,500 Annually
CONSTITUENT PORTAL	
<ul style="list-style-type: none"> Public facing portal (Link placed on Jurisdiction’s website) Permit Data and Responsible Party contact info for STR Property (Standard) 	\$5,000 (OPTIONAL)
FORECLOSURE/VACANT PROPERTY REGISTRATION PORTAL	
<ul style="list-style-type: none"> Maintain Online Property Registration Proactively monitor foreclosure filings, etc. Notify responsible party of registration requirements 	\$100 per property (OPTIONAL)
REPORTING & ANALYSIS	
<ul style="list-style-type: none"> On Demand, Dynamic reporting, offering multiple ad hoc reports Filters allowing users to focus on specific segments of the STR population 	INCLUDED
DEDICATED ACCOUNT MANAGER	
<ul style="list-style-type: none"> Single Point of Contact for City staff for all matters Ensures the City is following Industry best practices Shepherds the implementation process from start to finish Periodic meetings/calls throughout the life of the account 	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
<ul style="list-style-type: none"> No limit on the number of Rentalscape user accounts No per-session training costs 	INCLUDED
TOTAL YEAR ONE	\$27,750

NOTE – Pricing valid for 90 days

NOTE 2 – Co-operative contracts available. Additional Information available upon request.

To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.

When Recorded, return to:

Delia Granados, Deputy City Clerk
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(For Recorders Use)

Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as:

Las Lunas&Calle Bouganvilia Retention Basin Landscape Improvement City Project No. LL-01 & LL-05

has been completed and was accepted by the undersigned awarding authority on the date hereof. Landscape improvements were installed and 90 day maintenance period for these improvements has been provided at the Las Lunas and Calle Bouganvilia retention basins.

The contractor on such work was Superb Engineering and the surety on his bond is Philadelphia Indemnity Insurance Company located at One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950. The real property upon which said work was performed is in the City of Coachella, County of Riverside, and State of California.

The nature of the interest of the owner is in fee.

Date: February 28, 2024
(Date of Acceptance)

City of Coachella
(Name of Political Subdivision)

Owner Address:
53462 Enterprise Way
Coachella, CA 92236

By: _____
Steven A. Hernandez

Title: Mayor

I hereby certify that I am the Deputy City Clerk of the governing board of the City of Coachella, the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Coachella, California on February 28, 2024
(City Where Signed)



City of Coachella
 Las Luna & Calle Bouganvillea Retention Basin Landscape Improvements
 City Project No. LL-01 & LL-05
CONTRACT CHANGE ORDER NO. 1

To: Superb Engineering

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City Manager

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

The last percentage shown is the net accumulated increase or decrease from the original in the Engineer's Estimate.

Change Order Summary

TOTAL AMOUNT OF CHANGE ORDER NO. 1	\$ 3,934.00
The Original Contract Sum was:	\$ 177,039.00
Net Change by Previously Authorized Request and Changes	\$ 0.00
The Contract Sum Prior to this Change Order was	\$ 177,039.00
The Contract Sum Will Be <u>Decreased</u> by	\$ (3,934.00)
The New Contract Sum Including This Change Order	\$ 173,105.00
The Contract Completion Time will add three days.	

Cost: **(\$3,934.00)**

(Decrease of Three Thousand Nine Hundred Thirty Four Dollars and Zero Cents)

It is further understood and agreed that this adjustment constitutes compensation in full on behalf of the contractor and its Subcontractors and Suppliers for all costs and markups directly or indirectly attributed for the change ordered, for all delays related thereto, for all extended overhead costs, and for performance of the change within the time frame stated.

All other contract work remains unchanged.

Approval Recommended By: _____
 Maritza Martinez, Public Works Director

Date: _____

Approved by: _____
 Dr. Gabriel Martin, City Manager

Date: _____

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date _____ Contractor: **Superb Engineering**

By _____ Title _____

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified

HC-5 Word7.0 (Rev.10/01).



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to approve Change Order No. 1 and approve Notice of Completion for City Project No. LL-01 & LL-05, accept project as complete and direct City Clerk to record the Notice of Completion.

STAFF RECOMMENDATION:

Authorize City Manager to approve Change Order No. 1 and approve Notice of Completion for City Project No. LL-01 & LL-05, accept project as complete and direct City Clerk to record the Notice of Completion.

EXECUTIVE SUMMARY:

In May 2022, staff presented to Council the proposed landscape improvements to the retention basins on Calle Bouganvillea and Las Lunas. Bids and specifications were drafted and the City published a Bid for Las Luna & Calle Bouganvillea Retention Basin Landscape Improvements, City Project No. LL-01 & LL-05. This bid closed on June 27, 2023. On July 26, 2023, the City Council awarded the City Project No. LL-01 & LL-05 to Superb Engineering. The project was awarded at the bid amount received of \$177,039.

Superb Engineering has completed its responsibilities on the project, including the 90 day landscape maintenance period. Staff recommends that their work be accepted as complete and that the City Council authorize the filing of a Notice of Completion.

FISCAL IMPACT:

The recommended action will not have additional fiscal impacts. The amount of Change Order No. 1 reflects a savings from the awarded amount of \$3,934. The contracted expenditures total \$173,105.

Attachments:
Change Order No. 1
Notice of Completion

RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY OF COACHELLA AUTHORIZING APPLICATION FOR TROPICAL STORM HILARY PUBLIC ASSISTANCE AND DESIGNATING AGENTS TO ACT ON THE CITY'S BEHALF (DESIGNATION OF APPLICANT'S AGENTS).

WHEREAS, the President declared a major disaster for the State of California on November 21, 2023, as a result of flooding resulting from Tropical Storm Hillary that began on August 19, 2023, and ended on August 21, 2023, pursuant to his authority under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*) (Stafford Act); and

WHEREAS, this declaration has designated as eligible for Public Assistance, Categories A and B emergency work, and C thru G permanent work, for the following Counties: Imperial, Inyo, Kern, Riverside, and Siskiyou Counties. Additional counties may be designated at a later date; and

WHEREAS, in order to apply for Public Assistance, the City must submit a "Request for Public Assistance" ("RPA") to Cal OES. As part of the RPA, the City must submit a Designation of Applicant's Agents Resolution. This Resolution designates City employees who are authorized to submit the RPA to Cal OES on behalf of the City; and

WHEREAS, additional actions must be taken to complete the RPA; and

WHEREAS, additional reimbursement for Tropical Storm Hilary related costs may be available from other federal agencies, the State of California, or Riverside County; and

WHEREAS, the City Council of the City of Coachella desire to appoint and authorize agents of the City to apply and seek reimbursement for disaster-related expenditures under FEMA, Cal OES, the federal government, the California government, Riverside County and any agency or department thereof.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL HEREBY RESOLVE THAT

1. The above recitals are all true and correct and hereby adopted as findings.
2. The Designation of Applicant's Agent Resolution for Non-State Agencies, attached as Exhibit A, is adopted.
3. The City Manager and Public Works Director are authorized to take all necessary actions and execute all necessary documents to apply for reimbursement of eligible District costs resulting from the COVID-19 pandemic, from FEMA, Cal OES, the federal government, the California government, Riverside County and any agency department thereof.
4. This Resolution is effective on the day of its adoption, and effective for all open and future disasters up to three (3) years following the effective date.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Coachella held on the 28th day of February, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

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

I, City Clerk of the City of Coachella, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2024-07 adopted by the City Council of the City of Coachella at a regular meeting therefore duly held and convened on the 28th day of February, 2024.

Angela M. Zepeda, City Clerk



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve resolution 2024-07 authorizing application for Tropical Storm Hilary public assistance and designating agents to act on the City's behalf.

STAFF RECOMMENDATION:

Approve resolution 2024-07 authorizing application for Tropical Storm Hilary public assistance and designating agents to act on the City's behalf.

EXECUTIVE SUMMARY:

On November 21, 2023, the President declared a major disaster for the State of California, as a result of flooding resulting from Tropical Storm Hilary that began on August 19, 2023, and ended on August 21, 2023, pursuant to his authority under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*) (Stafford Act). This declaration has designated as eligible for Public Assistance, Categories A and B emergency work, and C thru G permanent work, for the following Counties: Imperial, Inyo, Kern, Riverside, and Siskiyou Counties.

On August 19, 2023, Governor Newsom proclaimed the existence of a state-wide emergency due to the expected impacts from Hurricane Hilary and, among other acts, ordered the California Office of Emergency Services to provide assistance to local governments in Riverside County pursuant to the California Disaster Assistance Act (California Government Code, Section 8680 *et. seq.*) ("State Proclamation").

On August 21, 2023, the City of Coachella Director of Emergency Services (City Manager) determined that circumstances of extreme peril to public safety were severe in Coachella. As a result, the Director adopted a proclamation declaring a local emergency related to the impacts created by Hurricane/Tropical Storm Hilary on August 21, 2023 and City Council ratified this action on August 23, 2023.

A Designation of Applicant's Agent Resolution for Non-State Agencies (Cal OES Form 130) is required for the City to be eligible to receive State and/or Federal funding. The attached Designation of Applicant's Agent Resolution for Non-State Agencies (Cal OES Form 130)

authorizes the following personnel from the City of Coachella as its authorized agents: City Manager and Public Works Director.

FISCAL IMPACT:

None.

Attachments:

Resolution 2024-07

Exhibit A – Designation of Applicant’s Agent Resolution for Non-State Agencies



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of Coachella
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Public Works Director, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Coachella,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Coachella, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ____ day of _____, 20 ____

Mayor Steven Hernandez

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, **Steven Hernandez**, duly appointed and **Mayor** of
(Name) (Title)

City of Coachella, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the **City Council**
(Governing Body)

of the **City of Coachella** on the **28** day of **February**, 20**24**.
(Name of Applicant)

(Signature)

Mayor

(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Authorize the City Manager to Execute Extra Work with Dudek for Total Compensation not to Exceed \$407,215.00 in Calendar Year 2024.

STAFF RECOMMENDATION:

Authorize the City Manager to Execute Extra Work with Dudek for Total Compensation not to Exceed \$407,215.00 in Calendar Year 2024 to complete necessary and urgent projects.

BACKGROUND:

The City published a Request for Qualifications for On Call Engineering on August 25, 2022. Staff received a total of twenty-one (21) responses. The responses were reviewed and scored by staff in the following departments: engineering, grants, public works and utilities. All of these departments have a need for on-call engineering services to execute existing projects.

On January 25, 2023 staff recommended and City Council approved awarding (8) agreements based on departmental needs by engineering, grants, public works and utilities including one with Dudek.

The Professional Service Agreement stipulates that the total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00) annually without written approval of the City Council or City Manager, as applicable.

DISCUSSION/ANALYSIS:

Dudek was selected as one of the qualifying firms for its experience in water and wastewater projects and its familiarity with the City of Coachella. Dudek has worked on major infrastructure projects in the last two decades including the expansion of the Wastewater Treatment Plant, the Ave 52 pump station, large scale water and sewer pipeline projects, the Avenue 48 Reservoir and Booster Pump Station for the High Zone.

On January 24, 2024 the City Council authorized a task order for the design of Tyler Street Sewer Capacity Improvements Project S-18 at \$142,808.00. Since then Dudek has provided the following three additional proposals for critical projects:

1. Wastewater Treatment Plant Headworks Screening Improvement Design Project at a cost of \$144,825.00
2. Well #16 Rehabilitation Design and Bid Package at a cost of \$68,892.00
3. Design and Technical Specifications for Well #20 at a cost of \$50,600.00

This amounts to \$407,215.00 in total design project for calendar year 2024. However, it is important to note that no funds were exhausted in calendar year 2023.

FISCAL IMPACT:

No Fiscal Impact. Services will be used to execute projects already funded in this FY 23/24 and budgets will be included in FY24/25.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, 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 53462 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Dudek, a corporation, with its principal place of business at 78-075 Main Street, Suite G203, La Quinta, CA 92253 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project No. 082522 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 engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** 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, or included in Exhibit "C" of this Agreement.

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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: Charles Greely, Principal/Project Manager.

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Dudek
78-075 Main Street, Suite G203, La Quinta CA 92253
ATTN: Charles Greely

City: City of Coachella
53462 Enterprise Way, Coachella, CA 92236
ATTN: Maritza Martinez

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.

3.8 Federal Provisions. When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
DUDEK**

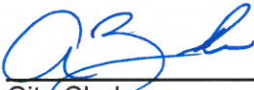
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF COACHELLA**DUDEK***Approved By:*

Gabriel D. Martin, PhD
City Manager

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

DocuSigned by:

By:



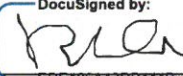
61A12CB5F26F42F...

Its: President and CEO

Printed Name: Joseph Monaco

DocuSigned by:

By:



EDE486A43DB444B...

Its: Vice President

Printed Name: Bob Ohlund

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C" COMPENSATION

		2022	2023	2024	2025
Engineering Services	Project Director	\$310.00	\$326.00	\$343.00	\$361.00
	Principal Engineer III	\$285.00	\$300.00	\$315.00	\$331.00
	Principal Engineer II	\$275.00	\$289.00	\$304.00	\$320.00
	Principal Engineer I	\$265.00	\$279.00	\$293.00	\$308.00
	Program Manager	\$255.00	\$268.00	\$282.00	\$297.00
	Senior Project Manager	\$255.00	\$268.00	\$282.00	\$297.00
	Project Manager	\$245.00	\$258.00	\$271.00	\$285.00
	Senior Engineer III	\$240.00	\$252.00	\$265.00	\$279.00
	Senior Engineer II	\$230.00	\$242.00	\$255.00	\$268.00
	Senior Engineer I	\$220.00	\$231.00	\$243.00	\$256.00
	Project Engineer IV/Technician IV	\$210.00	\$221.00	\$233.00	\$245.00
	Project Engineer III/Technician III	\$200.00	\$210.00	\$221.00	\$233.00
	Project Engineer II/Technician II	\$185.00	\$195.00	\$205.00	\$216.00
	Project Engineer I/Technician I	\$165.00	\$174.00	\$183.00	\$193.00
	Senior Designer II	\$190.00	\$200.00	\$210.00	\$221.00
	Senior Designer I	\$185.00	\$195.00	\$205.00	\$216.00
	Designer	\$175.00	\$184.00	\$194.00	\$204.00
	Assistant Designer	\$170.00	\$179.00	\$188.00	\$198.00
	CADD Operator III	\$165.00	\$174.00	\$183.00	\$193.00
	CADD Operator II	\$155.00	\$163.00	\$172.00	\$181.00
	CADD Operator I	\$140.00	\$147.00	\$155.00	\$163.00
	CADD Drafter	\$125.00	\$132.00	\$139.00	\$146.00
	CADD Technician	\$115.00	\$121.00	\$128.00	\$135.00
	Project Coordinator	\$140.00	\$147.00	\$155.00	\$163.00
	Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00
Environmental Services	Project Director	\$255.00	\$268.00	\$282.00	\$297.00
	Senior Specialist IV	\$235.00	\$247.00	\$260.00	\$273.00
	Senior Specialist III	\$225.00	\$237.00	\$249.00	\$262.00
	Senior Specialist II	\$205.00	\$216.00	\$227.00	\$239.00
	Senior Specialist I	\$195.00	\$205.00	\$216.00	\$227.00
	Specialist V	\$185.00	\$195.00	\$205.00	\$216.00
	Specialist IV	\$175.00	\$184.00	\$194.00	\$204.00
	Specialist III	\$165.00	\$174.00	\$183.00	\$193.00
	Specialist II	\$150.00	\$158.00	\$166.00	\$175.00
	Specialist I	\$135.00	\$142.00	\$150.00	\$158.00
	Analyst V	\$125.00	\$132.00	\$139.00	\$146.00
	Analyst IV	\$115.00	\$121.00	\$128.00	\$135.00
	Analyst III	\$105.00	\$111.00	\$117.00	\$123.00
	Analyst II	\$95.00	\$100.00	\$105.00	\$111.00
	Analyst I	\$85.00	\$90.00	\$95.00	\$100.00
	Technician III	\$75.00	\$79.00	\$83.00	\$88.00
	Technician II	\$65.00	\$69.00	\$73.00	\$77.00
	Technician I	\$55.00	\$58.00	\$61.00	\$65.00

Mapping and Surveying Services	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
	Application Developer I	\$155.00	\$163.00	\$172.00	\$181.00
	GIS Analyst V	\$205.00	\$216.00	\$227.00	\$239.00
	GIS Analyst IV	\$165.00	\$174.00	\$183.00	\$193.00
	GIS Analyst III	\$145.00	\$153.00	\$161.00	\$170.00
	GIS Analyst II	\$130.00	\$137.00	\$144.00	\$152.00
	GIS Analyst I	\$115.00	\$121.00	\$128.00	\$135.00
	UAS Pilot	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Lead	\$185.00	\$195.00	\$205.00	\$216.00
	Survey Manager	\$135.00	\$142.00	\$150.00	\$158.00
	Survey Crew Chief	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Rod Person	\$95.00	\$100.00	\$105.00	\$111.00
Construction Management Services	Survey Mapping Technician	\$95.00	\$100.00	\$105.00	\$111.00
	Principal/Manager	\$195.00	\$205.00	\$216.00	\$227.00
	Senior Construction Manager	\$185.00	\$195.00	\$205.00	\$216.00
	Senior Project Manager	\$175.00	\$184.00	\$194.00	\$204.00
	Construction Manager	\$160.00	\$168.00	\$177.00	\$186.00
	Project Manager	\$150.00	\$158.00	\$166.00	\$175.00
	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
	Construction Inspector	\$135.00	\$142.00	\$150.00	\$158.00
	Administrator/Labor Compliance	\$100.00	\$105.00	\$111.00	\$117.00
Hydrogeology/HazWaste Services	Project Director	\$305.00	\$321.00	\$338.00	\$355.00
	Principal Hydrogeologist/Engineer II	\$280.00	\$294.00	\$309.00	\$325.00
	Principal Hydrogeologist/Engineer I	\$260.00	\$273.00	\$287.00	\$302.00
	Senior Hydrogeologist V/Engineer V	\$240.00	\$252.00	\$265.00	\$279.00
	Senior Hydrogeologist IV/Engineer IV	\$230.00	\$242.00	\$255.00	\$268.00
	Senior Hydrogeologist III/Engineer III	\$220.00	\$231.00	\$243.00	\$256.00
	Senior Hydrogeologist II/Engineer II	\$210.00	\$221.00	\$233.00	\$245.00
	Senior Hydrogeologist I/Engineer I	\$200.00	\$210.00	\$221.00	\$233.00
	Project Hydrogeologist V/Engineer V	\$185.00	\$195.00	\$205.00	\$216.00
	Project Hydrogeologist IV/Engineer IV	\$175.00	\$184.00	\$194.00	\$204.00
	Project Hydrogeologist III/Engineer III	\$165.00	\$174.00	\$183.00	\$193.00
	Project Hydrogeologist II/Engineer II	\$155.00	\$163.00	\$172.00	\$181.00
	Project Hydrogeologist I/Engineer I	\$145.00	\$153.00	\$161.00	\$170.00
	Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00

Mapping and Surveying Services	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
	Application Developer I	\$155.00	\$163.00	\$172.00	\$181.00
	GIS Analyst V	\$205.00	\$216.00	\$227.00	\$239.00
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	GIS Analyst I	\$115.00	\$121.00	\$128.00	\$135.00
	UAS Pilot	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Lead	\$185.00	\$195.00	\$205.00	\$216.00
	Survey Manager	\$135.00	\$142.00	\$150.00	\$158.00
	Survey Crew Chief	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Rod Person	\$95.00	\$100.00	\$105.00	\$111.00
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	Principal/ Manager	\$195.00	\$205.00	\$216.00	\$227.00
	Senior Construction Manager	\$185.00	\$195.00	\$205.00	\$216.00
	Senior Project Manager	\$175.00	\$184.00	\$194.00	\$204.00
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	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
	Construction Inspector	\$135.00	\$142.00	\$150.00	\$158.00
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Hydrogeology/HazWaste Services	Project Director	\$305.00	\$321.00	\$338.00	\$355.00
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	Project Hydrogeologist I/Engineer I	\$145.00	\$153.00	\$161.00	\$170.00
	Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00



STAFF REPORT
2/14/2024

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Authorize the City Manager to sign the “Software as a Service Agreement” with Tyler Technologies, Inc.

STAFF RECOMMENDATION:

Authorize the City Manager to sign the Software as a Service Agreement with Tyler Technologies Inc. for the implementation of Tyler’s Munis Enterprise Resource Planning. Not to exceed \$1,481,910.

BACKGROUND:

The City currently utilizes Tyler Technologies, Inc. Tyler’s Eden product as a full ERP. The system was implemented in 2002 and is not fully capable of handling the City’s increased system needs. The Current system is employed for financial reporting, business licenses, building permits, payroll, vendor and procurement tracking, utility billing and human resources (partial). In late 2021 the City was made aware that Tyler was planning on phasing out the Eden system due to obsolescence. In February of 2022 the City was notified that a sunset date of March 1, 2027 had been implemented.

DISCUSSION/ANALYSIS:

Implementing a new ERP system will be a monumental undertaking for the City. The ERP system cost does not represent the full cost of implementation. The project budget below outlines areas where additional direct costs will be incurred. In addition to this, Council will see delays in other City activities as the implementation progresses. This new system will add significant new functionality in multiple areas as outlined below. All City departments and a significant number of City staff will be involved in setting up, implementing and learning the new system. The implementation of the new ERP system will take approximately 12 months.

New system enhancements:

Some of the included new system enhancements in addition to a more modern and capable platform are listed below:

Fully functional permitting system - The City currently inputs permit charges in the system, but workflow tracking is done outside of the system manually with paper files. The new system will allow residents to submit, track, edit and pay for permits all from an externally accessible user account interface.

Fully functional business license, cannabis and TOT tax payment portal – The City currently asks businesses to fill out PDF or paper tax returns and submit them in person or via email. There is no error checking for correct inputs and the business is unable to track the status of their returns or payments. The new system will have fully integrated business user functionality allowing for input, tracking and payment of all City taxes and payments.

Project and grant accounting – projects and grants are currently tracked through account coding and getting a real time project or grant balance is a manual process prone to errors. The new system will have a fully integrated project and grant accounting component.

Paperless functionality – Currently departments retain varying levels of paper records. Digital records are stored in separate file systems outside of the current ERP system. This adds time for looking up the records. The new system will have full in-system document retention functionality. Scanned records will be accessible directly from all components of the system.

The summary quoted system cost from Tyler Munis is shown below:

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 287,180.00
Total Tyler Services	\$ 685,058.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 2,782.00	\$ 180.00
Summary Total	\$ 687,840.00	\$ 287,360.00
Contract Total	\$ 975,200.00	
Estimated Travel Expenses excl in Contract		
Total	\$ 36,990.00	

Project Budget:

System implementation	975,200.00
Annual fee (1st year)	287,360.00
Project manager	39,400.00
Additional training	12,000.00
Specialized consultant staff	46,300.00
Staff over-time (1,500 hours)	84,660.00
Travel expense (Tyler team)	36,990.00
Total project budget	1,481,910.00

FISCAL IMPACT:

In September 14, 2022 the City Council approved the appropriation of funds for the amount of \$1,380,000. However, this amount went up to \$1,481,410, the increase was in implementation cost of \$24,886 and cloud hosting solution \$77,024. The fiscal impact will require the following appropriation of funds:

Water Fund (178).....\$149,400 (From unrestricted fund balance)

Sanitary Fund (361)\$149,400 (From unrestricted fund balance)

ARPA Grant (152) \$550,000 (Allocation approved by City Council in September 14, 2022)

General Fund (101)\$633,110 (\$600,000 from Assigned Fund Balance, \$33,110 from Unassigned fund balance.

Attachment 1

Tyler technologies - SOFTWARE AS A SERVICE AGREEMENT



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Coachella, California.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B –SAAS SERVICES

1. Rights Granted.

- 1.1 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS

Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 Tyler will perform backups of the production system sufficient to support contracted RPO and RTO commitments. Tyler reserves the right to negotiate any additional obligations with respect to such backups. If requested, Tyler will use commercially reasonable efforts to provide you a copy of your Data.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the “Evergreen Modules”) and licensed pursuant to this Agreement available

to the Client for use in live production, the license to use the Tyler software listed in Exhibit A, Schedule 1 for live production (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software. For avoidance of doubt, the Client may retain use of the Migration Modules for reference, acknowledging that Tyler has no obligation to provide maintenance and support services for the Migration Modules.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative

process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and

support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement equal to the number of years indicated for SaaS Services in

Exhibit A, commencing on July 1, 2024, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software

is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to

nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists. Additionally, but only upon your written approval, which shall not be unreasonably withheld, you agree that we may identify you by name in marketing presentations and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. To the extent permitted by law, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact

information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary
Schedule 1: Migration Modules
Schedule 2: Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms
Schedule 1: Hyperlinked Terms
Schedule 2: DocOrigin Terms |
| Exhibit E | Statement of Work |

Signatures on following page.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Coachella

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Coachella
53990 Enterprise Way Coachella,
California 92236-1713 Attention:
Finance Department



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Exhibit A
Schedule 1
Migration Modules

Tyler Payments - Hosting Fee
Tyler Cashiering Support
Utility Billing Support Web
Accounts Receivable Support
Budget Preparation Support
Data Dictionaries Support
Fixed Assets Support
GL/AP Support
Human Resources Support
Menu Support
Payroll Support
Permits & Inspections Support
Position Budgeting Support
Purchasing Support
Agency License Support -1 User
Agency License Support -1 User
Utility Billing Support
Licensing Support
Time and Attendance



**Exhibit A
Schedule 2
Investment Summary**

Tyler sales quotation follows this page.



Quoted By: Jason Cloutier
 Quote Expiration: 04/01/24
 Quote Name: City of Coachella-ERP-Munis
 Quote Description: Enterpris ERP 11.15.23
 SaaS Term: 1.00

Sales Quotation For:

Shipping Address:

City of Coachella
 53990 Enterprise Way
 Coachella CA 92236-1713

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	180	\$ 43,467.00
Accounts Payable	1	40	\$ 12,118.00
Budgeting	1	56	\$ 12,118.00
Cash Management	1	40	\$ 8,322.00
Contract Management	1	32	\$ 5,028.00
eProcurement (Vendor Access and Punch-Out)	1	32	\$ 9,700.00
Project & Grant Accounting	1	48	\$ 8,481.00
Purchasing	1	144	\$ 18,901.00
Human Resources Management			
Human Resources & Talent Management	1	88	\$ 6,216.00
Payroll with Employee Access	1	168	\$ 9,027.00
Time & Attendance - Up to 350 Employees	1	128	\$ 11,678.00
Time & Attendance Mobile Access	1	0	\$ 2,553.00
Revenue Management			
Accounts Receivable	1	96	\$ 9,367.00

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Cashiering	1	48	\$ 16,493.00
General Billing	1	40	\$ 5,704.00
Resident Access	1	56	\$ 13,000.00
Utility Billing CIS	1	192	\$ 7,678.00
Utility Billing Meter Interface	1	24	\$ 2,477.00
Civic Services			
Business Management Suite	5	200	\$ 8,875.00
Civic Access - Business Management	1	24	\$ 11,664.00
Civic Access - Community Development	1	24	\$ 11,664.00
Community Development Suite	5	452	\$ 8,875.00
Decision Engine	1	8	\$ 10,000.00
e-Reviews	1	96	\$ 18,006.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	24	\$ 2,959.00
Enterprise Permitting & Licensing Mobile	5	16	\$ 2,960.00
Report Toolkit	1	0	\$ 2,959.00
Content Management			
Content Manager Core	1	48	\$ 15,654.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	96	\$ 27,193.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	40	\$ 2,061.00
Additional			
ACFR Statement Builder	1	32	\$ 8,925.00
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 9,875.00
GIS	10	8	\$ 2,960.00
Sub-Total:			\$ 346,958.00
Less Discount:			\$ 59,778.00
TOTAL			2480 \$ 287,180.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
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Capital Assets Import Hours	20	\$ 175.00	\$ 1,760.00	\$ 1,740.00	\$ 0.00
COA Import Hours	12	\$ 175.00	\$ 1,056.00	\$ 1,044.00	\$ 0.00
Executive Insights Implementation	1	\$ 8,400.00	\$ 0.00	\$ 8,400.00	\$ 0.00
Payroll Accruals Import Hours	8	\$ 175.00	\$ 704.00	\$ 696.00	\$ 0.00
Payroll Deductions Import Hours	12	\$ 175.00	\$ 1,056.00	\$ 1,044.00	\$ 0.00
Payroll Employee Master Import Hours	16	\$ 175.00	\$ 1,408.00	\$ 1,392.00	\$ 0.00
Position Control Import Hours	8	\$ 175.00	\$ 704.00	\$ 696.00	\$ 0.00
Project Management	496	\$ 200.00	\$ 0.00	\$ 99,200.00	\$ 0.00
State Retirement Tables Import Hours	8	\$ 175.00	\$ 704.00	\$ 696.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 57,750.00	\$ 0.00
Onsite Implementation	656	\$ 225.00	\$ 0.00	\$ 147,600.00	\$ 0.00
Remote Implementation	1824	\$ 200.00	\$ 0.00	\$ 364,800.00	\$ 0.00
TOTAL				\$ 685,058.00	\$ 0.00

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Enterprise ERP										
Enterprise ERP Payments	Utility Billing				0.50%	\$ 0.50		X	X	
Payments - Payer Card Cost - Service Fees										
Enterprise ERP										
Enterprise ERP Payments	General Billing		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Licenses		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Permits		3.95%	\$ 2.50				X	X	
Payments - Other Fees										
Enterprise ERP										
Payer eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								

Credit Card Chargebacks \$
15.00

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.
Client Card Cost - Interchange Plus Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
eCheck Rejects When an eCheck transaction comes back as declined (e.g bounced check)
Payer eCheck Cost Per electronic check transaction.

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Discount	Total Maint/SaaS
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments Lane 3000 Terminal Purchase	1	\$ 419.00	\$ 0.00	\$ 419.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 2,782.00			\$ 180.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 287,180.00
Total Tyler Services	\$ 685,058.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 2,782.00	\$ 180.00
Summary Total	\$ 687,840.00	\$ 287,360.00
Contract Total	\$ 975,200.00	
Estimated Travel Expenses excl in Contract Total	\$ 36,990.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Conversions				
Business Management	1	\$ 11,750.00	\$ 5,875.00	\$ 5,875.00
Community Development	1	\$ 21,150.00	\$ 10,575.00	\$ 10,575.00
Financials				
Accounting	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Accounts Payable	1	\$ 10,300.00	\$ 5,150.00	\$ 5,150.00
Contracts	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Project Accounting	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Purchase Orders	1	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 7,150.00	\$ 7,150.00
Revenue Management				
General Billing	1	\$ 9,800.00	\$ 4,900.00	\$ 4,900.00
Utility Billing	1	\$ 27,200.00	\$ 13,600.00	\$ 13,600.00
TOTAL				\$ 57,750.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 43,467.00	\$ 8,693.00	\$ 34,774.00
Accounts Payable	\$ 12,118.00	\$ 2,424.00	\$ 9,694.00
Budgeting	\$ 12,118.00	\$ 2,424.00	\$ 9,694.00
Cash Management	\$ 8,322.00	\$ 1,248.00	\$ 7,074.00
Contract Management	\$ 5,028.00	\$ 754.00	\$ 4,274.00
eProcurement (Vendor Access and Punch-Out)	\$ 9,700.00	\$ 1,455.00	\$ 8,245.00
Project & Grant Accounting	\$ 8,481.00	\$ 1,272.00	\$ 7,209.00
Purchasing	\$ 18,901.00	\$ 3,780.00	\$ 15,121.00
Human Resources Management			
Human Resources & Talent Management	\$ 6,216.00	\$ 1,243.00	\$ 4,973.00
Payroll with Employee Access	\$ 9,027.00	\$ 1,535.00	\$ 7,492.00
Time & Attendance - Up to 350 Employees	\$ 11,678.00	\$ 2,336.00	\$ 9,342.00
Time & Attendance Mobile Access	\$ 2,553.00	\$ 511.00	\$ 2,042.00
Revenue Management			
Accounts Receivable	\$ 9,367.00	\$ 1,873.00	\$ 7,494.00
Cashiering	\$ 16,493.00	\$ 3,299.00	\$ 13,194.00
General Billing	\$ 5,704.00	\$ 1,141.00	\$ 4,563.00
Resident Access	\$ 13,000.00	\$ 1,950.00	\$ 11,050.00
Utility Billing CIS	\$ 7,678.00	\$ 1,536.00	\$ 6,142.00
Utility Billing Meter Interface	\$ 2,477.00	\$ 495.00	\$ 1,982.00
Civic Services			
Business Management Suite	\$ 8,875.00	\$ 1,330.00	\$ 7,545.00
Civic Access - Business Management	\$ 11,664.00	\$ 1,750.00	\$ 9,914.00
Civic Access - Community Development	\$ 11,664.00	\$ 1,750.00	\$ 9,914.00
Community Development Suite	\$ 8,875.00	\$ 1,330.00	\$ 7,545.00
Decision Engine	\$ 10,000.00	\$ 1,500.00	\$ 8,500.00
e-Reviews	\$ 18,006.00	\$ 2,701.00	\$ 15,305.00
Enterprise Permitting & Licensing Core Foundation Bundle	\$ 2,959.00	\$ 444.00	\$ 2,515.00
Enterprise Permitting & Licensing Mobile	\$ 2,960.00	\$ 445.00	\$ 2,515.00

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Report Toolkit	\$ 2,959.00	\$ 444.00	\$ 2,515.00
Content Management			
Content Manager Core	\$ 15,654.00	\$ 2,348.00	\$ 13,306.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 27,193.00	\$ 3,704.00	\$ 23,489.00
Enterprise Permitting & Licensing Advanced Automation Bundle	\$ 2,061.00	\$ 309.00	\$ 1,752.00
Additional			
ACFR Statement Builder	\$ 8,925.00	\$ 1,339.00	\$ 7,586.00
Enterprise Forms Processing Software (including Common Form Set)	\$ 9,875.00	\$ 1,975.00	\$ 7,900.00
GIS	\$ 2,960.00	\$ 440.00	\$ 2,520.00

TOTAL	\$ 346,958.00	\$ 59,778.00	\$ 287,180.00
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Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more

than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 3 unique business transactions, 3 template business transactions, 2 geo-rules and 2 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 8 unique business transactions, 8 template business transactions, 4 geo-rules and 4 automation events. Configuration elements beyond this will be owned by the client.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories. Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Contracts conversion includes: Standard

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. **Other Tyler Software and Services.**
 - 2.1 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 **Consulting Services:** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 **Conversions:** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 **Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 **Annual Services:** Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the

initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

- 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.5 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms



Exhibit D
Schedule 1
Hyperlinked Terms

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Exhibit D
Schedule 2
DocOrigin Terms

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Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work follows this page.

Coachella, CA

SOW from Tyler Technologies, Inc.

1/19/2024

Presented to:

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Coachella, CA 92236-3502

Contact:

Rich Boven

Email: richard.boven@tylertech.com

One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

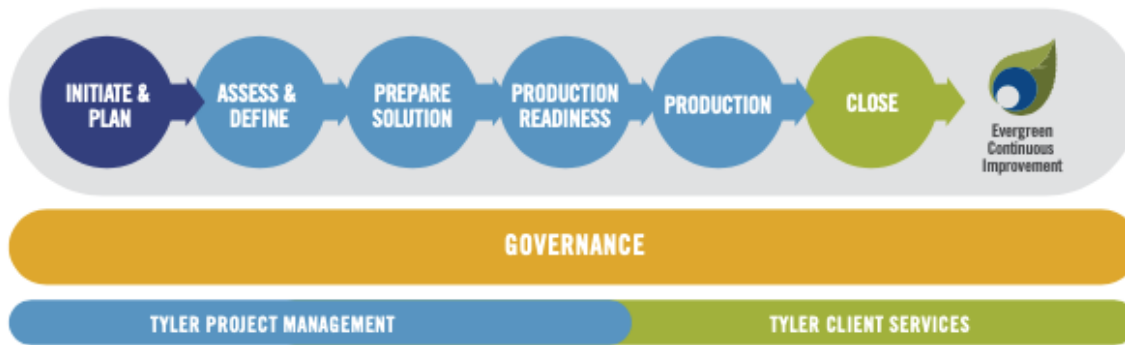
1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



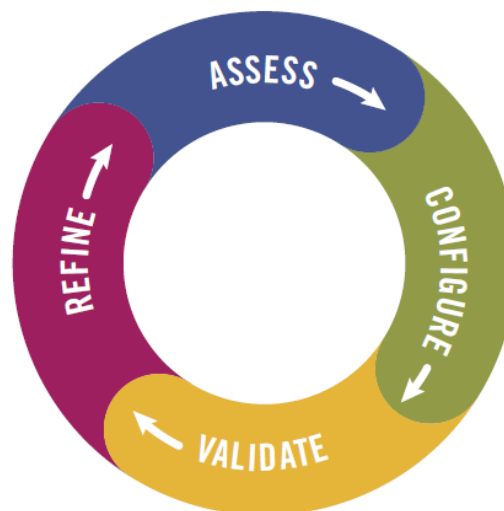
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



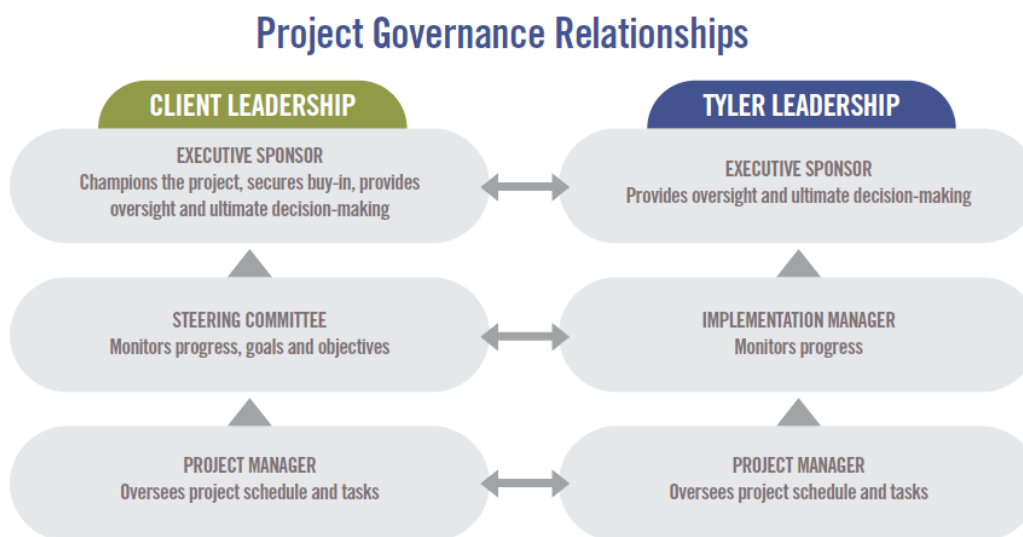
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

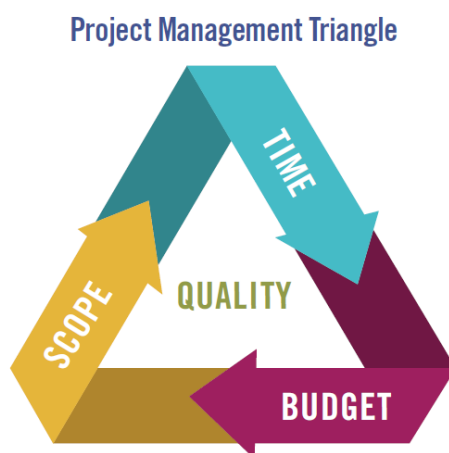
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

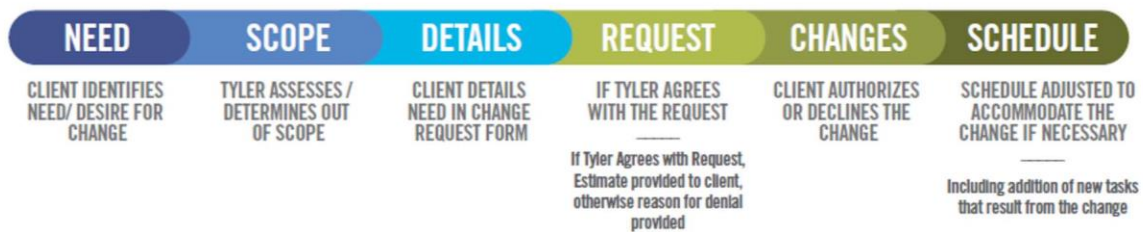
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project



Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.



- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.



- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.



5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



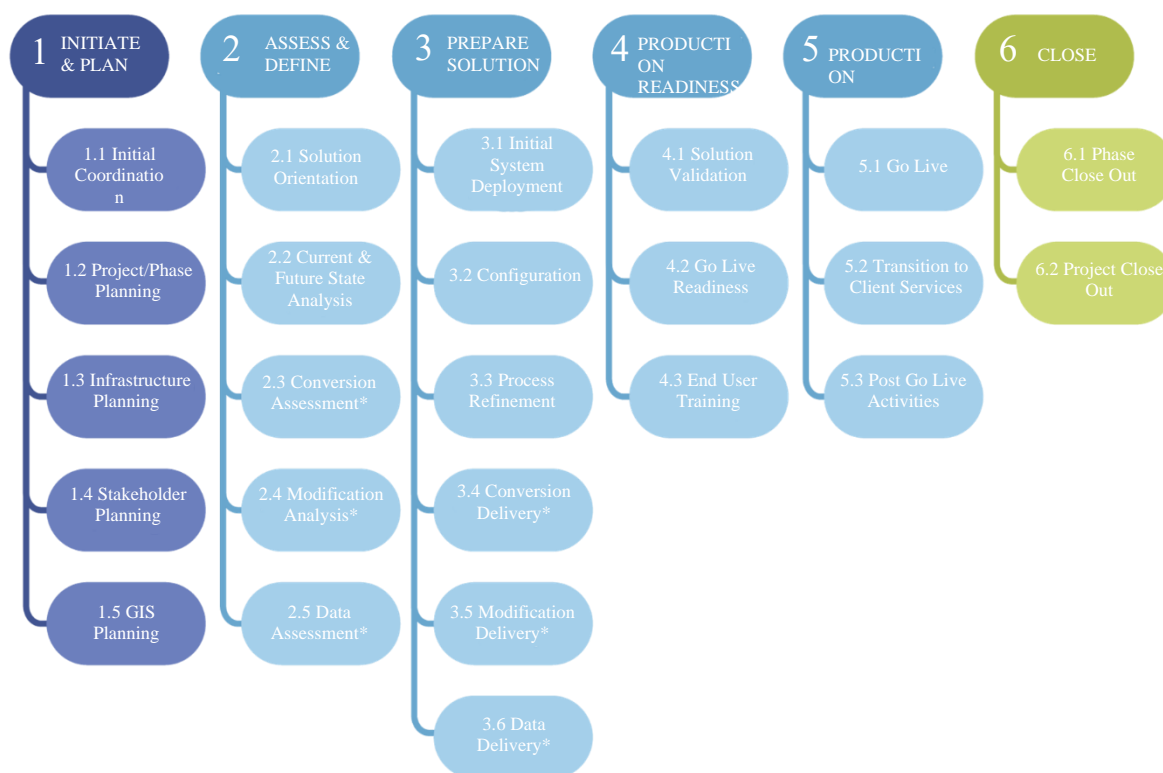
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				



Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I
----------------------------------	--	---	---	---	---	---	---	--	---	---	---	---	---	---	---	--	---

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						



*Schedule Hardware to be Available for Installation			I					I		A		R						C
Schedule Installation of All Licensed Software		A	R					C				I						I
Infrastructure Audit		A	R					C				I						C

*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document																
Outputs / Deliverables									Acceptance Criteria [only] for Deliverables								
	Completed Infrastructure Requirements and Design Document								Delivery of Document								
	Infrastructure Audit								System Passes Audit Criteria								

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.



- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City's current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:

- Communicate a common understanding of the project goals with respect to data.



- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler will perform the data mappings. If source data is from a third party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable)	City Acceptance of Data Conversion Plan, if Applicable
		City acceptance of Solution Design Document

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Munis conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler



system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.5 Intentionally left blank.

6.2.6 Intentionally left blank.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:



- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:



- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:



- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads



Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R			I			I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.



- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
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Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.



Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.



- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.



6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	



Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.



- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.



Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only



	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts



- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes

9.2 Enterprise ERP Conversion Summary

9.2.1 Accounting

9.2.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.2.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.2.2 Accounts Payable

9.2.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.2.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information



- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.2.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.2.3 General Billing

9.2.3.1 Customer Master Files

- Customer information

9.2.3.2 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.2.3.3 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.2.4 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.

9.2.5 Utility Billing

9.2.5.1 Account Information

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.2.5.2 Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.2.5.3 Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments



9.2.5.4 Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.2.5.5 Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

9.2.5.6 Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

9.2.5.7 Backflow

- Account information, backflow device information, backflow type, and backflow violations

9.2.5.8 Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

9.2.5.9 Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

9.2.6 Human Resources Management

9.2.6.1 HRM Employee Master Information

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.2.6.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history



- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

9.2.6.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.2.6.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.2.6.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.2.6.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.2.6.7 Education

- Codes, for institution, type of degree, and area(s) of study

9.2.7 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.2.8 Project Accounting

9.2.8.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.2.8.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years



9.2.8.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years



10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e., plan, permit, code case, etc.).



10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 “Enterprise Permitting & Licensing SDK/API (Toolkits)”

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The City is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

10.2 Intentionally left blank.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve a spot in a specific wave.

Phase	Functional Areas	Software Modules	Duration
1	Enterprise ERP Financials	<ul style="list-style-type: none"> Accounting Accounts Payable Budgeting Cash Management Contract Management eProcurement Project & Grant Accounting Purchasing Accounts Receivable General Billing Cashiering ACFR Statement Builder 	12 months
	Enterprise ERP Productivity	<ul style="list-style-type: none"> Enterprise Forms Content Manager Core Enterprise Analytics & Reporting with Executive Insights Enterprise ERP Payments 	Included in Phase 1
2	Enterprise ERP Human Resources Management	<ul style="list-style-type: none"> Human Resources & Talent Management Payroll w/Employee Access Time & Attendance – Up to 350 Employees Time & Attendance Mobile Access 	12 months
3	Enterprise Permit and Licensing	<ul style="list-style-type: none"> Business Management Suite Civic Access – Business Management Community Development Suite Civic Access – Community Development Decision Engine e-Reviews Enterprise Permitting & Licensing Core Foundation Bundle Enterprise Permitting & Licensing Advanced Automation Bundle Enterprise Permitting & Licensing Mobile GIS 	12 months
4	Enterprise ERP Utility Billing	<ul style="list-style-type: none"> Utility Billing CIS Utility Billing Meter Interface Resident Access 	12 months

11.2 Intentionally left blank.





CITY OF COACHELLA, CA

COMMUNITY BASED GRANT PROGRAM

APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle:

Date: 02/21/2024

July 1, 2024 - June 30, 2024

2. Total Amount Requested: \$ 5,000.00

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

Farm-working women and girls across California will gather for a 3 day collective healing convening to participate in focus groups and round table discussions with public agencies regarding the state of farmworkers, agriculture and other social issues concerning the farm- working community and march to state capitol to meet with state representatives expressing the needs, concerns and hopes of farmworkers so our voices are heard .

4. Agency/Organization:

Organizacion en California De Lideres Campesinas, Inc.

5. Mailing Address:

P.O. Box 20033

City:

Oxnard, CA

Zip:

93034

6. Telephone:

805-486-7776

Fax:

NA

7. Official Contact Person:

Name:

Sugnet Lopez/ Leslie Solorio

Title:

Executive Director / finance manager

Telephone:

760-623-5771

Fax:

NA

E-mail:

leslie@liderescampesinas.org

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?

Yes ☒ No ☐ (Attach documentation)

9. How long has this organization been in existence?

incorporated in 1997 and its roots date back to 1988 from a group known as Mujeres Mexicanas from the Coachella Valley.

10. Has the organization previously received funding from the City of Coachella?

☐ Yes ☒ No

If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

11. Is this request for a ☒ New or ☐ Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

Funds will be expensed for travel and convening purposes and event will take place April 19-22

13. Describe briefly how the requested funds will be used.

Farm-working women and girls across California will gather for a 3-day collective healing convening to participate in peer led focus groups and roundtable discussions with public agencies regarding the state of farmworkers, agriculture, and various other social issues

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

Partners whom we collaborate with: Visión y Compromiso as part of La Alianza Policy Committee, CRLA and CRLAF with case referrals. We are partners with Alianza Coachella Valley CV Parents, and Youth Leadership Institute for Community Restorative Justice

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

NA funding will be used for Convening 2024

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

We will March to state capital to voice the needs, concerns, and hopes of farmworkers & our community so our voices are heard.

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

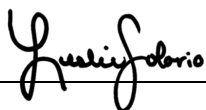
We want to host for atleast 40 women and girls.

18. Attach a proposed budget for requested funds.

Authorized Official:

Title:

Signature:



Date: 02/21/2024

OGDEN UT 84201-0038

In reply refer to: 043740 Item 18.
Oct. 02, 2023 LTR 4168C 0
95-4611282 202209 01 0
00030065
BODC: TE

ORGANIZACION EN CALIFORNIA DE
LIDERES CAMPESINAS INC
PO BOX 20033
OXNARD CA 93034

Employer ID number: 95-4611282
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Sep. 21, 2023, about your tax-exempt status.

We issued you a determination letter in March 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.


In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

	Convivencia Estatal de Lideres Campesinas 19-22 de Abril, 2024 Esperanza Mujeres Campesinas Unidas por una Gran Causa					Fuerza Poder y
	Previous Actuals	Current Estimates	Final Numbers	Income/Expenses To Date	Notes:	
Income						
Comites	\$ -	\$51,000.00	\$ -	\$12,040.00		
Cuota de Registracion	\$ -	\$15,000.00	\$ -	\$741.00		
Fundaciones/Partners	\$ -	\$221,000.00	\$ -			
Donaciones Individuales		\$60,000.00				
Honorarios	\$ -	\$1,000.00	\$ -			
Otros Ingresos: ventas		\$500.00				
Mercadito Artesanal y Exhibidores	\$ -	\$1,500.00	\$ -			
Total Income	\$ -	\$350,000.00	\$ -	\$12,781.00		
Expenses (Alphabetical)						
Audio Visual	\$ -	\$2,325.00	\$ -		LCD Meeting Room Projection Hotel Package we bring our boom boxes and mics	
Estipendios	\$ -	\$52,000.00	\$ -			
Cuidado de Ninos	\$ -	\$30,000.00	\$ -			
Decoration	\$ -	\$2,500.00	\$ -			
Entertainment	\$ -	\$2,500.00	\$ -		Music and DJ	
Food & Beverage	\$ -	\$82,800.00	\$ -	\$16,560.00		
Fundraising Tools	\$ -	\$ -	\$ -			
Graphic Design	\$ -	\$2,000.00	\$ -		\$1000 for prizes and \$1,000 artist	
Hotel Rooms	\$ -	\$80,013.00	\$ -	\$16,003.00	150 rooms	
Incidentals	\$ -		\$ -			
Insurance	\$ -	\$ -	\$ -			
Labor/Staffing	\$ -	\$20,700.00	\$ -			
Mileage	\$ -	\$670.00	\$ -			
Valet	\$ -	\$ -	\$ -			
Power/Internet	\$ -	\$ -	\$ -			
Printing	\$ -	\$5,000.00	\$ -			
Promotion/Advertising	\$ -	\$ -	\$ -			
Promotional Items	\$ -	\$15,000.00	\$ -		Camisetas, vasos y bolsas	
Rentals	\$ -	\$ -	\$ -			
Raffles	\$ -	\$3,000.00	\$ -		Door Prizes	
Security	\$ -	\$ -	\$ -			
Signage	\$ -	\$ -	\$ -			
Speaker Fees	\$ -	\$ -	\$ -			
Special Recognition	\$ -	\$3,000.00	\$ -		20 plaques	
Staging	\$ -	\$ -	\$ -			
Supplies	\$ -	\$5,000.00	\$ -		binders, easel stands, markers	
Buses	\$ -	\$ -	\$ -			
Rental Cars	\$ -	\$19,500.00	\$ -		75 vehicles	
Parking	\$ -	\$4,500.00	\$ -			
Gas	\$ -	\$6,000.00	\$ -			
Video Produccion	\$ -	\$10,000.00	\$ -		320 hrs at \$31.25	
Contingency	\$ -	\$3,500.00	\$ -			
Total Expenses	\$ -	\$350,008.00	\$ -	\$32,563.00		
Net Total	\$ -	-\$8.00	\$ -	-\$19,782.00		

Deposit:

(Check One) ☒ Checking ☐ Savings ☐ Money Market Access ☐ Command

WELLS FARGO

Item 18.

Account Number

* 0761 735042

Date 2/16/24

Cash

Total Checks
(Include total from other side)

Subtotal

Minus cash back

Total \$

70.00

70.00

Please print: Name

Lideres Campesinas

Please print: Street Address, City, State, Zip Code

Deposits may not be available for immediate withdrawal. See Delayed posting information on reverse.*

Two forms of ID may be required.

Please sign in the teller's presence for cash back.

X

Bank Use Only (When SVT Is Not Available)

TLR8697 (04/16) WF0117 70082111

Customer Id:	Exp. date:	Token Verified (✓) <input type="checkbox"/>	Approval:
--------------	------------	---	-----------

⑈033841660⑈ ⑆500000377⑆

Wells Fargo Bank Transaction Receipt

Branch #0000034 25 Deposit

Account Number XXXXXX5012

CHK 00114

Number of Checks 1

Check Listing \$70.00

Total Checks Amount \$70.00

Total Deposit \$70.00

Deposit Availability

The full amount of your deposit will be available on Saturday, 02/17/24

Transaction #035 0030

10:41AM 02/16/24

Deposit Credit Date: 02/16/24

Thank you, ARIANA

Private Donation - Coachella Jovenes
Covering 2024

4045. 10. P008 = \$70
Coachella Jovenes
Covering 2024



UNITED STATES
POSTAL SERVICE®

POSTAL MONEY ORDER

Item 18.

Serial Number

29107238411

Year, Month, Day
2024-02-06

Post Office
922360

U.S. Dollars and Cents

\$70.00

Seventy Dollars and 00/100 *****

Amount

Clerk 11

Pay to

Lidere (Lampesina)

Address

P.O. Box 20033
Oxnard CA 93033

From

Manuela Ramirez

Address

P.O. Box 1330
Coachella CA 92236

Memo

Donaciones para

Jovenes

00000080021

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

29107238411

Donacion para
grupo de Jovenes

\$ 70.00

Convivencia 2024

Rosa Lucas \$ 50.00

Maria Renteria \$ 20.00

RECEIVED FEB 13 2024



STAFF REPORT
2/28/2024

To: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to Líderes Campesinas in the Amount of \$5,000 to Fund Travel Expenses to the State Capitol for Legislative Advocacy Efforts

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) Líderes Campesinas in the amount of \$5,000.00 to help offset travel expenses associated with their upcoming three-day event, Líderes Campesinas Convening at the State Capitol from April 19-22, 2024.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 23-24 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Líderes Campesinas is a nonprofit organization based in the city of Coachella, with a statewide network of 16 farm working communities, specializing in grassroots mobilization to create healthier working conditions, safer environments, and engage women leaders in farmworker communities. Líderes Campesinas is requesting sponsorship support to help offset travel expenses associated with their special event titled, Líderes Campesinas Convening, which takes place April 19-22, 2024.

ALTERNATIVES:

1. Authorize the sponsorship request
2. Not authorize the sponsorship request

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by \$5,000 leaving a balance of \$8,000.

ATTACHMENT(S):

1. CBG Application Packet



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide staff direction on sponsorship request received from Celebration Nation Inc for the 2024 Farmchella event, in the amount of \$30,000.

STAFF RECOMMENDATION:

Provide staff direction on sponsorship request received from Celebration Nation Inc for the 2024 Farmchella event, in the amount of \$30,000.

EXECUTIVE SUMMARY:

On February 7, 2024, staff received the attached \$30,000.00 sponsorship request from Celebration Nation Inc. for the 2024 Farmchella Event. This year's event will be held at Veterans' Memorial Park and is a free event. The Farmchella Festival event is focused at recognizing and celebrating the many contributions of farm workers to our local, state and federal economy and culture.

The sponsorship will help to cover costs corresponding to marketing, live music performances, staging costs, cultural dance showcases, interactive workshops, free local produce and children's activities. The sponsorship amount requested of \$30,000 would will include on-stage acknowledgements, media advertisement, and logo displays.

ALTERNATIVES:

1. Approve City Manager to process sponsorship request of \$30,000 and authorize allocation of \$30,000 from undesignated City General Fund reserves for sponsorship request.
2. Decline sponsorship request submitted by Celebration Nation Inc.
3. Provide alternate direction to staff.

FISCAL IMPACT:

If Council approves request as submitted, an allocation of \$30,000 from undesignated General Fund reserves will be required to allow for sponsorship award in the requested amount of \$30,000 to the General Fund Government Fund.

Attachment: Sponsorship Request

**Celebration Nation Inc**

3031 Tisch Way,

110 Plaza West,

San Jose, CA 95128

TAX ID # 85-0510391**Phone:** +1(408) 310-8002**Email:** Flor@celebration-nation.org**Web:** www.celebration-nation.org

02/06/24

FARMCHELLA 2024

Veteran's Memorial Park

1500 4th St, Coachella, CA 92236

Thursday, April 18th, 2024

4:00 PM - 9:00 PM

Proposal for City Support - FARMCHELLA 2024

Dear City of Coachella,

I am writing to you on behalf of The Celebration Nation Foundation/Celebration Nation Inc, to request financial support from the City of Coachella for our second annual FARMCHELLA Festival. After the success of last year's event, we are eager to bring back FARMCHELLA to the community, this time with even more exciting activities and opportunities for engagement.

The FARMCHELLA Festival holds significant importance in the community as it recognizes and celebrates the important contributions of farm workers to our local, state and federal economy and culture. As importantly, it serves as a platform to bridge gaps and foster greater understanding and appreciation among diverse backgrounds during the week of Live Nation's COACHELLA Festival.

Last year, we were able to offer FARMCHELLA to the community free of charge. However, we recognize that there is still room for growth and improvement. With your continued support, we aim to make this year's festival bigger and brighter, attracting an even larger audience and providing an even more meaningful experience for attendees.

Our proposed grant request of \$30,000 for the festival includes funding for event essentials, a broad range of entertainment and activities, such as live music performances, cultural dance showcases, interactive workshops on agriculture and sustainability, a farmers' market showcasing free local produce, and expanded children's activities.

In addition to celebrating the contributions of farm workers, we also intend to use the festival as a platform to address important issues facing the agricultural industry, such as labor rights, fair wages, immigration reform, and environmental sustainability. Through educational activities and an opening panel discussion, we hope to raise awareness and inspire action within our community.

By partnering with the City of Coachella, we believe we can maximize the impact of the festival and ensure its success for years to come. We are committed to working closely with city officials to ensure that all necessary permits and regulations are adhered to and that the festival is executed safely and responsibly.

In conclusion, we respectfully request financial support from the City of Coachella to bring back the FARMCHELLA Festival for its second year and make it a cornerstone of our community's cultural calendar. We are confident that with your assistance, we can create an unforgettable experience that celebrates our agricultural heritage and strengthens community bonds.

Thank you for considering our proposal. We look forward to the opportunity to discuss this further and collaborate with you to make this year's FARMCHELLA Festival a resounding success.

Saludos,

Flor Martinez Zaragoza

President /Celebration Nation Inc



CITY OF COACHELLA
ECONOMIC DEVELOPMENT DEPARTMENT

COMMERCIAL CORRIDOR FAÇADE IMPROVEMENT GRANT PROGRAM GUIDELINES

Commercial Corridor Façade Improvement Grant Program Guidelines

1. PROGRAM OVERVIEW

The Commercial Façade Improvement Grant Program (“Program”) is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo District and the segment of Cesar Chavez Street between Avenue 52 and Sixth Street.

The Program offers two types of façade improvement grants, as well as up to a maximum of ten hours of architectural fees or five hours of design assistance to help cover design costs. The Program runs concurrent to the City’s fiscal year schedule (July 1 – June 30). The Program features open enrollment; applications shall be considered on a first-come, first-served basis.

The long-term objective is to upgrade the Downtown Pueblo Viejo District and the segment of Cesar Chavez Street between Avenue 52 and Sixth Street by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the property. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

2. PROGRAM COMPONENTS

A. Architectural Design or Design Assistance

The City will provide architectural design services to approved applicants, up to a maximum of ten hours, for exterior commercial building façade improvements. The City will also reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five hours.

B. Façade Improvement Grants

- i. Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars (\$5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.
- ii. Matching Grant – This grant will provide a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of One Hundred Thousand dollars (\$100,000). The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.

Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance.

All improvements completed through the Façade Improvement Program are “public work” as that term is used in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvements. Use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages, and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Participants in the program are responsible for ensuring that the improvements are in compliance with the Prevailing Wage Law.

Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after City deems the project complete, and upon the submission of invoices and proof of payment and subject to approval of those invoices and proofs of payment by City staff. Construction shall be completed within 120 days after the City issued Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required.

This program is primarily geared toward commercial property owners. However, business owners who have long-term leases (five or more years) wishing to participate in the Façade Improvement Program may also apply. Applications for business owners will be reviewed on a case-by-case basis.

C. Fee Exemption

Applicants for this program are exempt from planning and building permit fees by the City Manager, who is authorized to waive City fees associated with this program. This fee exemption does not apply to fees mandated by the State of California including, but not limited to, the Strong Motion Instrument program fee and the California Green Building fees.

3. ELIGIBILITY

D. Eligible Applicants/Areas

Owners or long term tenants* of commercially zoned property located within one of the following areas are eligible to apply for assistance:

▪ **Cesar Chavez Street between Avenue 52 and Sixth Street**

**Tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) must have the property owner’s written consent before any improvements are made. In addition, the grant application must be signed by the property owner.*

E. Eligible Types of Improvements

All improvements shall conform to City Building Codes, Zoning Ordinance, and applicable Design Guidelines. Eligible improvements include, but are not limited to:

- Removal of old signs, awnings and other exterior clutter
- Exterior painting

- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Installation of new entry doors that meet ADA accessibility requirements
- Installation of display windows
- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping
- Exterior mandatory Title 24 upgrades
- Construction of outdoor dining or gathering spaces

Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis by the Economic Development Director and Development Services Director.

4. Grant Process

- F. Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Development Services Director prior to being accepted into the program.
- G. Informational Meeting. Applicants will meet with representatives from Planning & Building to review the entitlement process and building permit process and to answer any questions that the businesses may have.
- H. City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.
- I. The Economic Development and Planning Sub-Committee will consider request and select grant awardees. Selection preference will be provided to projects which significantly revitalize and beautify the Cesar Chavez Street corridor between Avenue 52 and Sixth Street.
- J. Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.
- K. Planning Approval. If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.
- L. Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.
- M. Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen (18) months for Matching Grants. The applicant shall be responsible for contacting City

staff to request an extension if necessary. An extension is not guaranteed.

- N. Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

5. FUNDING

Funding for this Program is appropriated by the City of Coachella City Council as part of its annual budget process. There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first served basis. If funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

O. Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. Mini-Grant
This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Five Thousand Dollars (\$5,000), with no match requirement.
2. Matching Grant
This grant provides reimbursement to approved applicants for a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of One Hundred Thousand Dollars (\$100,000). The total cost of the façade remodel must be more than Five Thousand dollars (\$5,000). Receipt of a Matching Grant requires the applicant to contribute one- third of the total cost of the façade remodel, and to document its expenditures.

The City of Coachella reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the City of Coachella City Council.

6. IMPLEMENTATION WORK

All improvements shall conform to the City of Coachella Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with Chapter 17 of the City's Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

I, _____ have read and received a copy of these guidelines.
Printed Name

Date

Signature

Commercial Corridor Façade Improvement Grant Program Application

Please fill out this application completely and submit or send

to: City of Coachella
Attention: Economic Development Department
53462 Enterprise Way
Coachella, CA 92236
(760) 262-6263
cjimenez@coachella.org

SECTION 1. APPLICANT INFORMATION

Name: _____

Circle All That Apply: Property Owner Business Owner/Tenant

Business Name: _____

Property Address: _____

Mailing Address: _____

Assessor's Parcel Number: _____

Daytime Phone Number: _____

Email: _____

Total Number of Businesses in Building: _____

Name(s) of Other Businesses: _____

SECTION 2. PROPERTY OWNER INFORMATION *(complete if tenant is applicant)*

Property Owner Name: _____

Property Owner Mailing Address: _____

Property Owner Daytime Phone Number: _____

As the legal owner of the above property, I hereby grant authorization to complete the façade improvements indicated on this application.

Signature: _____ Date: _____

SECTION 3. FUNDING

Grant (please check one):

- ☐ Mini-Grant (*Reimbursement in the amount up to \$5,000*)
- ☐ Matching Grant (*Reimbursement of two-thirds the total project cost up to \$100,000 with a minimum total project cost above \$5,000*)

Grant Amount Requested: \$ _____

Estimated Total Project Cost: \$ _____

SECTION 4. SCOPE OF WORK

General Description of Work:

SECTION 5. ACKNOWLEDGMENT

We certify that the owner is the property owner of record and that there are no current code enforcement actions pending against the property.

I have read and understand the Program Guidelines and accept them.

I certify that I am qualified and will abide by such conditions set forth in this application and all reasonable conditions which may be issued by the City of Coachella in the implementation of this project.

Property Owner(s) Signature: _____ Date: _____

_____ Date: _____

Business Owner(s) Signature: _____ Date: _____

_____ Date: _____



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Approve a Commercial Corridor Façade Improvement Grant Program in the Amount of One-Million Dollars (\$1,000,000) from the General Fund to Beautify and Revitalize Commercial Properties Along Cesar Chavez Street Between Avenue 52 and Sixth Street

STAFF RECOMMENDATION:

Staff recommends that the City Council considers approving a Commercial Corridor Façade Improvement Grant Program in the amount of one-million dollars (\$1,000,000) from the General Fund to beautify and revitalize commercial properties along Cesar Chavez Street between Avenue 52 and Sixth Street. This item was recommended for City Council consideration by the Economic Development and Planning Subcommittee at its meeting of February 8, 2024.

BACKGROUND:

The Commercial Façade Improvement Grant Program (“Program”) is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo Area and the segment of Cesar Chavez Street between Sixth Street and Avenue 52. The long-term objective is to upgrade the Downtown Pueblo Viejo Area on Cesar Chavez Street between Sixth Street and Avenue 52 by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the properties. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

DISCUSSION/ANALYSIS:

The City will provide architectural design services to approved applicants, up to a maximum of ten (10) hours, for exterior commercial building façade improvements. The City will also reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five (5) hours.

Façade Improvement Grants

- Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars (\$5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.
- Matching Grant – This grant will provide a reimbursable matching grant of eligible project costs, up to a maximum of Fifty Thousand dollars (\$50,000). The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.

Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance.

Eligible Improvements

The following are examples of activities that may be eligible for reimbursement. The project is more likely to be funded if an improvement entails one or more of the activities listed below. All projects will be evaluated based on how they meet the purpose of the Program.

- Awnings and Canopies: Installation of permanent awnings and canopies.
- Exterior Walls: Repair, restore or rebuild vertical or parapet walls, including cleaning, sealing, tuckpointing, patching, painting or replacement of siding or masonry.
- Exterior Building Materials: Removal of exterior building materials on the façade that are not original or are in excess to the building.
- Exterior Doors: Repair, restore, replace, and install doors and hardware used to provide public access.
- Exterior Windows: Install, replace or repair windows, frames, sills, glazing or glass.
- Shutters: Repair, restoration, replacement or addition of exterior shutters, where they relate to exterior windows.
- Gutters and Downspouts: Install, replace or repair gutters and downspouts.
- Stairs, Sidewalks, Porches, Porticos, Railings or Colonnades: Repair, replace or install these exterior elements where they affect access to the building.
- Signs: Installation of permanent wall signs, monument signs, etc. in conjunction with a comprehensive façade improvement project.
- Outdoor Seating Areas: The installation of hardscape or permanent structures related to outdoor seating areas.
- Exterior Lighting: On the front of a building.
- Landscaping: Install and/or maintain plantings of trees, shrubs, and perennials on private property immediately adjacent to the street side of a building.
- Screening of mechanical equipment or utilities at grade or on the roof: Installation of screening, such as fencing or landscaping, which is visible from the street.
- Fencing: Decorative metal fencing that is visible from the street.
- Code Improvements: Exterior improvements required to make the building ADA compliant or to meet life, safety, building or zoning regulations.

- Dumpster enclosures

Eligibility Criteria

- Owners and/or tenants of commercial properties in a Program Eligibility Area that meet the Small Business Administration (SBA) definition for a small business in their unique North American Industry Classification (NAICS) codes.
- Non-profit organizations, as defined by Section 501(c) of the Internal Revenue Code, will also be eligible.
- Owners and/or tenants of commercial properties in a Program Eligibility Area.
- Tenant must receive approval from property owner.
- Owner must have owned the building prior to January 1, 2021.
- Tenant must have been in business at the location prior to January 1, 2021.
- Property must currently be in compliance with all Zoning and Unified Development Code requirements or commit to complying prior to completion of the proposed project.
- Applicant and/or property owners must be current on all City property taxes.
- No City liens against applicant and/or property owner.
- Property and all proposed improvements must face and be visible from the public right-of-way.
- Ability to meet program insurance requirements.

Ineligible Applicants

- Franchisors (local or non-local)
- Gambling/Gaming Businesses
- Sexually Oriented Businesses
- Payday & Auto Loan Providers
- Liquor Stores
- Tobacco, CBD, and Vape Stores
- Government owned and/or occupied buildings
- Any business in which a City employee or officer has a financial interest, as defined in the City's Ethics Code

Program Eligible Areas

Commercial properties along the Cesar Chavez Street corridor between Sixth Street and Avenue 52.

Process

- Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Development Services Director and Economic Development Director prior to being accepted into the

program.

- Informational Meeting. Applicants will meet with representatives from Planning + Building to review the entitlement process + building permit process and to answer any questions that the businesses may have.
- City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.
- Economic Development + Planning Subcommittee will consider request and select grant awardees. Selection preference will be provided to projects which create new outdoor dining and activity spaces. City Council will authorize awards.
- Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.
- Planning Approval. If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.
- Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.
- Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen (18) months for Matching Grants. The applicant shall be responsible for contacting City staff to request an extension if necessary. An extension is not guaranteed.
- Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

Implementation of Work

- The City of Coachella will reserve the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the City of Coachella City Council.
- All improvements shall conform to the City of Coachella Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with the Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.
- City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

FISCAL IMPACT

This program is recommended to be funded from the General Fund in the amount of \$1,000,000.

ALTERNATIVES

1. Approve a Commercial Corridor Façade Improvement Grant Program in the Amount of One-Million Dollars (\$1,000,000) from the General Fund to Beautify and Revitalize Commercial Properties Along Cesar Chavez Street Between Avenue 52 and Sixth Street
2. Do not approve this program at this time.

ATTACHMENTS:

1. Commercial Corridor Façade Improvement Grant Program Guidelines



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel D. Martin, City Manager

SUBJECT: Adopt Resolution No. 2024-08 Authorizing the City of Coachella to Make a Funding Commitment in Support of the Blue Zones Project Riverside County Initiative Sponsored by Riverside University Health System and Authorize the City Manager to Execute the Funding Commitment Agreement in the Lump Sum Amount of \$200,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2024-08 authorizing the City of Coachella to make a funding commitment in support of the Blue Zones Project Riverside County Initiative sponsored by Riverside University Health System and authorize the City Manager to execute the Funding Commitment Agreement in the lump sum amount of \$200,000.

BACKGROUND:

The City of Coachella is partnering with Riverside University Health System who will implement the Blue Zones in the city of Coachella. The Blue Zones initiative is a community-led, well-being improvement designed to help people make healthy choices easier through permanent changes to their lifestyles in Coachella and across Riverside County, California. The purpose of the Letter of Intent is to layout the proposed scope of Blue Zones work as well as the City of Coachella's commitment related to Blue Zones' comprehensive initiative that transforms the environments where people live, work, learn, and play to measurably improve community well-being, resilience and economic vitality.

Blue Zones has already conducted a Community Health Needs Assessment (Blue Zones Activate Phase I Readiness Assessment) within the City of Coachella which assessed and provided recommendations for community transformation to improve health and health outcomes. The services to be provided will include the following phases: Pre-Planning, In Market Community and Stakeholder Engagement, Well-Being and Blue Zones Impact Analysis, Readiness Evaluation Report and Proposal, and a Phase II Initial Blueprint, Proposal and Presentation.

Blue Zones is a pioneer in taking a systematic and environmental approach to improving the health of entire cities and communities. Its innovative approach is inspired by the world's longest-lived

cultures and helps communities live better, longer. Blue Zones Activate Phase I Readiness Assessment is a structured exploration of the community and is powered by collaboration to build a plan for change. Blue Zones experts will lead a process to evaluate and design a unique approach that includes well-being policy prioritization, health equity solutions, and workforce development.

DISCUSSION/ANALYSIS:

Blue Zones proposes to be engaged to implement Blue Zones Project and Blue Zones Activate initiatives across five (5) selected communities within Riverside County, CA. The implementation begins with the Foundation phase for Blue Zones Projects, in which Blue Zones will develop a custom Blueprint for each community, followed by the Transformation phase where each custom Blueprint will be implemented in each community. Blue Zones Activate focuses on igniting transformations through systems change. The timeframes, fees and other details of each community initiative are set forth in the Blue Zones proposal(s). Blue Zones has committed to putting 25% of its fees “at risk” related to project performance and the achievement of key metrics and outcomes (to be mutually agreed by the parties) on all Blue Zones Project initiatives within the Riverside County Blue Zones Initiative, as further set forth in the proposal(s).

The work produced by Blue Zones will include a preliminary analysis including trends and opportunities for the identified areas. They will also provide an impact analysis on the projected medical spend, productivity and regional economic value from a prospective Blue Zones community transformation.

The City of Coachella will have the right to serve as one of the steering committee organizations in the Riverside County Blue Zones Initiative and advise on the development of the health improvement model for the transformation initiative in collaboration with participating community partners and additional sponsors. The City of Coachella shall have the opportunity to join community-specific implementation leadership councils and action committees. The City of Coachella will be acknowledged publicly as a sponsor of applicable Riverside County Blue Zones Initiative, including the use of Sponsor’s logo where appropriate.

ALTERNATIVES:

1. Adopt Resolution No. 2024-08 Authorizing the City of Coachella to Make a Funding Commitment in Support of the Blue Zones Project Riverside County Initiative Sponsored by Riverside University Health System and Authorize the City Manager to Execute the Funding Commitment Agreement in the Lump Sum Amount of \$200,000
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves this funding commitment, the City’s General Fund will pay \$200,000 to Riverside University Health System for the Blue Zones initiative.

ATTACHMENT(S):

1. Resolution No. 2024-08
2. Funding Commitment Agreement
3. Blue Zones in Coachella Placemat
4. Final Coachella Blue Zone Report

What is Blue Zones?

Blue Zones uses over 20 years of research and scientifically proven lessons of longevity, health, and happiness from the longest-lived cultures in the world to transform community environments so healthy choices are the easiest to make. We have a proven history of improving well-being for entire populations.



To boost the well-being of entire communities, we take a systems approach to making lasting changes in all the places and spaces people live, work, learn, and play. These changes to our surroundings and systems collectively nudge people to **move naturally, eat wisely, develop the right outlook, and connect with each other.**

Our Promise

Building a **Culture of Well-Being** not only means healthier and happier people; it also means a better and more productive workforce and a more vibrant economy.

- Sustainable Community Vitality
- Civic Pride and Economic Development
- Improved Well-Being
- More Productive, Less Costly Populations

Measurement and Value

- 1 We measure risk reduction with the Gallup Well-Being Index® and survey elements tied to overall well-being improvement.
- 2 Improvement in Community and Organizational metrics as prioritized and reported by the community.
- 3 Enhanced community brand and marketing value associated with billions of positive media impressions and thousands of published stories.

Coachella Challenges

Coachella faces widely-known, seemingly intractable, and significant challenges to well-being:

- High rates of **food insecurity**
- Financial** stress
- Lack of **affordable housing**
- Limited access to **healthy food and healthcare**

According to Gallup:

- 1 in 2 Coachella residents are struggling with their health
- 2 in 5 report they are not proud of their community
- 3 in 5 are experiencing regular financial stress

These well-being shortcomings are costing countless billions in **lost productivity, absenteeism, and healthcare costs.** Chronic diseases are costing the city billions of dollars in largely avoidable healthcare costs.

Over the next five years, Coachella could save about \$139.6 million with a coordinated comprehensive effort

Coachella Opportunities

We’ve identified the ways in which we can forge a pathway forward, creating true measurable steps towards transformation in Coachella.

- BUILT ENVIRONMENT**
- Cycling Infrastructure
 - Housing
 - Wellness Hub
 - Capitalize on City Investments
 - Climate Adaptations
- FOOD ENVIRONMENT**
- Aligning and Coordinating Coachella's Food Environment Leaders
 - Hatching a Comprehensive Food Environment Plan
 - Creating Healthy Food Policies at Key Sites
 - Growing Well-Being at Area Schools
- PLACES**
- Achieve Blue Zones Approval:
- 50%** of Schools
 - 10%** of Restaurants
 - 25%** of Grocery Stores
 - 25%** of the Workforce
- Partner with **Faith-Based Communities** in **Volunteer Programs**
- TOBACCO**
- Public Health Allies Value Relationships
 - Trust Building and Trust-Maintaining
 - More Innovative “Upstream,” Culturally Appropriate and Trauma-Informed Solutions for Serving Communities
 - Valuing of More Innovative Approaches to Promoting Prevention Education and Cessation
- ALCOHOL**
- Develop Data Collection Methods
 - Underage Access to Alcohol
 - Understand the Local Impact of Excessive Drinking
- PEOPLE**
- 15% of Community Participate in:
- Purpose Workshops
 - Blue Zones curated Volunteer Program
 - Take the Blue Zones Vitality Compass
 - Join a Blue Zones “Moai”

Key Well-Being Measures for Coachella

	1 in 2	2 in 5	3 in 4	3 in 5	3 in 10
Do not exercise at appropriate levels					
Do not eat sufficient fruits and vegetables					
Do not have a good perception of their health					
Are not proud of their community					
Are obese or overweight					
Have worried about money in the last week					
Do not feel safe and secure					
Have a poor current life evaluation					

BLUE ZONES PROJECT RESULTS

- Blue Zones Project Fort Worth was featured in more than 2,500 news stories including TODAY Show, The New York Times, and NBC Nightly News
- Fort Worth moved from 185th to 31st in nation for healthiest city rankings since launch of Blue Zones Project Fort Worth
- Collier County heart disease deaths drop by 8.1% since launch of Blue Zones Project SW Florida and life expectancy improved to the highest in the nation
- Smoking declined by 31% in Fort Worth and exercise increased by 15%
- Page 362
- 68% drop in childhood obesity rates in elementary schools in Redondo Beach, CA
- NCH Healthcare System in Florida showed a 54% decrease in self-insured healthcare claims, saving \$27 million over 4 years

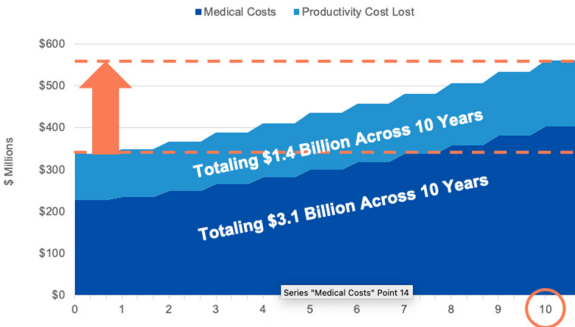
Cost of Doing Nothing

The current well-being trends for Coachella create a high price for doing nothing differently

Blue Zones estimates that without transformation, the annual medical and productivity costs will increase annually by **\$222 million** over the next decade.

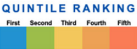
Over the next decade, Coachella will incur a cumulative burden of **\$3.1 billion** more in medical costs and **\$1.4 billion** more in lost workforce productivity.

Medical and Productivity Cost Projections Absent Intervention for Ages 18 and Up



Without different intervention, simulated total costs increase by **5.17%** per year

\$222 Million Annual Increase



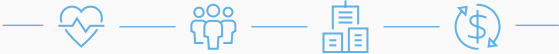
California	22 nd	10 th	27 th	39 th	9 th
Coachella	2 nd	3 rd	4 th	3 rd	3 rd

Creating Value for Coachella

Over the next decade, the impact of a Blue Zones Project transformation that includes three designated transformation areas and county-wide efforts around policy and transformation in schools can result in:

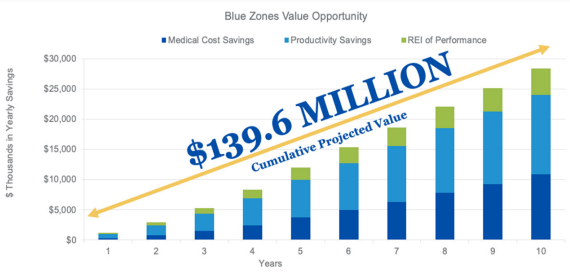
Overall value includes:

- Projected Medical Cost **Savings of \$48M**
- Reductions in projected workforce lost productivity of **\$68.9M over the next decade**
- Projected **\$323 average annual per capita medical savings and productivity improvement value** for the adult population over the next decade
- Approximately \$22.7M in direct and indirect **benefits to the regional economy**
- Billions of expected **positive media** and brand impressions
- Additional related follow-on **community grants, gifts, and investments**
- Cumulative total **value of over 139 million** for Coachella area



Through a Blue Zones Transformation, Coachella has an opportunity to change not only individual lives but the entire course of health and vitality of the community today and for future generations.

Medical	Productivity	Regional Economic
\$48 million	\$68.9 million	\$22.7 million



Measuring the Impact of Well-Being

Research demonstrates the link between well-being, medical costs, and job performance

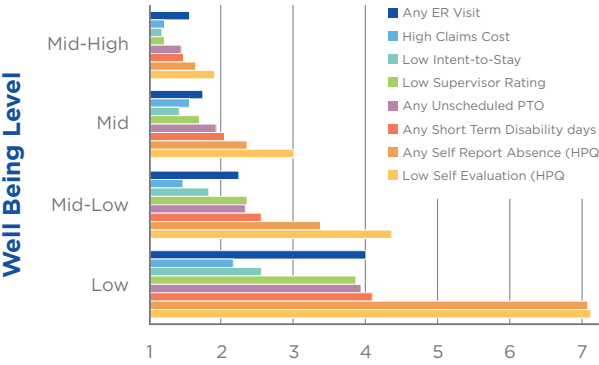
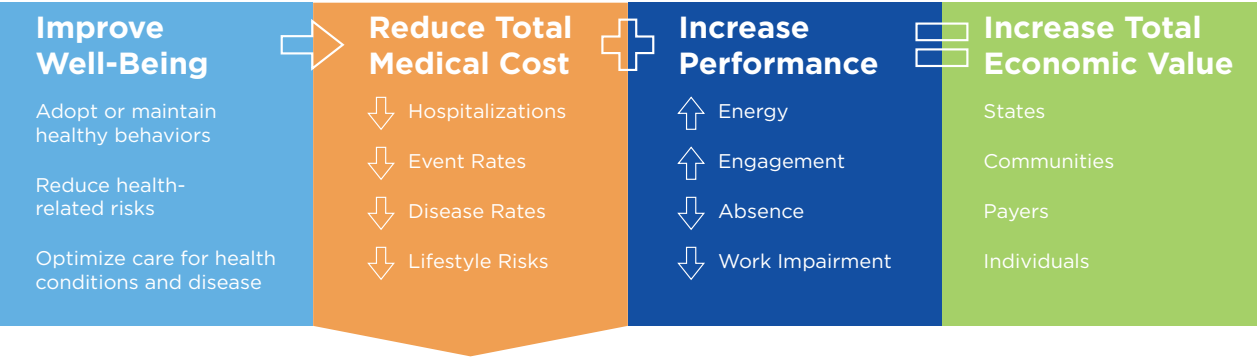
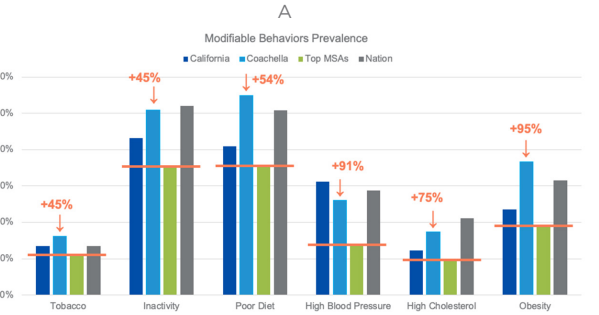
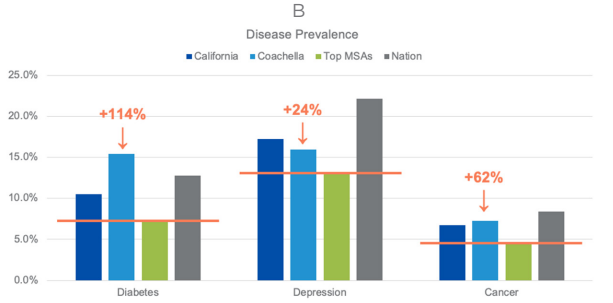


Figure adapted from: Overall Well-being as a Predictor of Healthcare, Productivity and Retention Outcomes in a Large Employer. Population Health Management, 2013.



Coachella has a number of challenges in the risk profile of the population. Obesity, high blood pressure, and high cholesterol are 95%, 91%, and 75% higher (respectively) as compared to the benchmark MSAs in the U.S. Benchmark v represent the top ten performing communities within the category of comparison. Additionally, inactivity, poor diet, and tobacco use are all 45%, or more, higher than the benchmark MSAs. Risk prevalence data is reflected in figure A.



Disease prevalence rates in diabetes, depression and cancer far exceed that of the benchmark MSAs. Notably, by more than 100% for diabetes, as shown in figure B.

Everyone Benefits

Deepen brand equity and differentiate in a competitive market, accelerate reach, and expand total media impressions, create trust and legacy of bettering your community, public recognition at community events, and national and regional recognition.

Benefits to City and County:

- Boost economic vitality
- Attract new businesses
- Increase property values
- Generate new housing starts
- Attract grants, awards, gifts, and funding

Benefits to Large Employers:

- Improve productivity
- Lower healthcare costs
- Reduce turnover rates
- Improve employee engagement and satisfaction
- Attract skilled workforce

Benefits to Health Insurers:

- Sustainably lower healthcare costs
- Improve employee well-being and productivity
- Improve employee and customer engagement and satisfaction
- Position organization as innovator and leader in community
- Elevate brand and media exposure

Benefits to Non-Profit Organizations:

- Accelerate community reach and awareness
- Attract grants and awards
- Guide Blue Zones work by sitting on leadership committees
- Position organization as innovator and leader in community
- Magnify impact by joining inclusive movement in community

Benefits to Health Systems:

- Join with partners to create an accountable community health model
- Position brand as trusted partner for health and well-being with consumers
- Decrease prevalence and incidence of chronic disease
- Lead with innovation to meet highest needs
- Help people live better, longer

RESOLUTION NO. 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CITY OF COACHELLA SPONSORSHIP OF THE BLUE ZONES PROJECT RIVERSIDE COUNTY INITIATIVE IN THE ANNUAL AMOUNT OF \$100,000 FOR THREE (3) YEARS IMPLEMENTED BY RIVERSIDE UNIVERSITY HEALTH SYSTEM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FUNDING COMMITMENT AGREEMENT

WHEREAS, the Blue Zones, LLC (“Blue Zones”), the City of Coachella (“City”), and Riverside University Health System began conversations about Coachella becoming a Blue Zones Demonstration Community in 2022.

WHEREAS, in an effort to support the citizens of the city of Coachella to live longer, to experience fewer medical issues, to live happy, healthy lives with less stress and with stronger connections, the City of Coachella is entering into a Funding Commitment with Riverside University Health System; and

WHEREAS, Blue Zones are communities that have been identified as having populations that live measurably longer, happier lives with lower rates of chronic diseases and a higher quality of life than the average; and

WHEREAS, the Blue Zones Project began as a New York Times bestseller by National Geographic Fellow Dan Buettner and has evolved into a global movement that is now inspiring Riverside County to make changes so residents live, longer, healthier and happier lives; and

WHEREAS, Blue Zones Project seeks to improve the well-being of communities by applying best practices to make the healthy choice the easy choice through built environment, food, and tobacco policy change; environmental changes within worksites, schools, restaurants, grocery stores, and faith/civic organizations; and engagement activities that promote social support for healthy behaviors, volunteering, and purpose.

WHEREAS, Coachella has been chosen as a Blue Zones Demonstration Community, has unique assets and challenges and will be part of the expansion of the Blue Zones Project Riverside County, contributing to the implementation of wellbeing strategies focusing on people, places and policy to achieve Blue Zones Community Certification; and

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

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

Section 2. The City of Coachella hereby agrees to comply with each and all of the terms, conditions, and limitations imposed by Riverside University Health System Letter of Intent, upon said Sponsorship and the City Manager is hereby authorized and directed to execute any applications, agreements, assurance, extensions, amendments or other documents as may be necessary in connection with acceptance and implementation of said Funding Commitment Agreement.

Section 3. That the City Manager is authorized to enter into a Sponsorship Agreement between both parties consistent with the intent and form of the draft agreement.

PASSED, APPROVED and ADOPTED this 28^h day of February, 2024.

Steven A. Hernandez
Mayor

ATTEST:

Angela 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. 2024-08 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 28th day of February, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk



February 22, 2024

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Dr. Gabriel Martin, City Manager

Re: Funding Commitment for the City of Coachella - Blue Zones Project Sponsorship

Dear Dr. Gabriel Martin,

We are pleased to present this non-binding letter of intent (LOI) related to City of Coachella's commitment to become a sponsor of Blue Zones initiatives for community-led well-being improvement designed to make healthy choices easier through permanent changes across Riverside County, California. The purpose of this LOI is to lay out the proposed scope of Blue Zones work as well as City of Coachella's commitment related to Blue Zones' comprehensive initiative that transforms the environments where people live, work, learn, and play to measurably improve community well-being, resilience and economic vitality. Except for the obligations in Paragraph E, nothing herein shall be binding on the parties.

A. Blue Zones Project Scope and Timeline. Blue Zones proposes to be engaged to implement Blue Zones Project and Blue Zones Activate initiatives across five (5) selected communities within Riverside County, CA. The implementation begins with the Foundation phase for Blue Zones Projects, in which Blue Zones will develop a custom Blueprint for each community, followed by the Transformation phase where each custom Blueprint will be implemented in each community. Blue Zones Activate focuses on igniting transformations through systems change. The timeframes, fees and other details of each community initiative are set forth in the Blue Zones proposal(s). Blue Zones has committed to putting 25% of its fees "at risk" related to project performance and the achievement of key metrics and outcomes (to be mutually agreed by the parties) on all Blue Zones Project initiatives within the Riverside County Blue Zones Initiative, as further set forth in the proposal(s).

B. Funding Amount. The City of Coachella is willing to commit to funding the lump sum of \$200,000 for the duration of the project (the "City of Coachella Funding Amount"), to support the City of Coachella which will be contingent upon Blue Zones receiving other community funding of the total project fees. Payment schedule to be determined by the contracting entity.

C. Funder Role. The City of Coachella will have the right to serve as one of the steering committee organizations of City of Coachella in the Riverside County Blue Zones Initiative and advise on the development of the health improvement model for the transformation Initiative in collaboration with participating community partners and additional sponsors. The City of Coachella shall have the opportunity to join community-specific implementation leadership councils and action committees. The City of Coachella will be acknowledged publicly as a sponsor of applicable Riverside County Blue Zones Initiative, including the use of Sponsor's logo where appropriate.

E. Publicity. Any public announcement regarding the parties' relationship and the nature of this letter shall be coordinated between the parties and shall be in a form agreed upon by the parties.



We are excited to work together and appreciate your support. We look forward to partnering with the City of Coachella to empower the residents of Riverside County to live better, longer.

Sincerely,

Riverside University Health System - Public Health

By: _____
Kim Saruwatari, Director

Blue Zones, LLC

By: _____
Ben R. Leedle Jr, CEO

AGREED AND ACCEPTED:

City of Coachella

By: _____
Name: _____
Title: _____
Date: _____



BLUE ZONES[®]

**ASSESSMENT, READINESS,
AND FEASIBILITY REPORT**

City of Coachella
Riverside County, CA

April 2023

Thank You

We want to thank Riverside University Health System - Public Health for partnering with us in this assessment. We applaud them in their ongoing commitment to improving well-being in Riverside County by bringing the best innovations to the region. We also want to acknowledge the support of our assessment contributors, who share our vision of a healthier, happier future for Riverside County.

Ben Leedle, CEO Blue Zones



Anne Mayer

Executive Director
Riverside County
Transportation Committee



Cindy Roth

Former CEO
Greater Riverside
Chamber of Commerce



Columbus Batiste

Chief of Cardiology
Kaiser Permanente



Conrado Barzaga (Dr.)

CEO
Desert Healthcare
District & Foundation



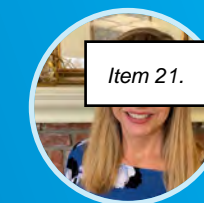
David Brinkman

Executive Director
DAP Health



Dayne Brassard

CEO
Tilden-Coil
Construction



Diana Fox

Executive Director
Reach Out



Edward Coronado

Advisor to Mayor:
Policy and Advocacy
City of Riverside



Edwin Gomez (Dr.)

Superintendent
Riverside County
Office of Education



Gabriel Martin (Dr.)

City Manager
City of Coachella



Geoff Kors

Former Mayor
City of Palm Springs



Jarrod McNaughton

Chief Executive Officer
Inland Empire
Health Plan (IEHP)



Jeff Van Wagenen

Chief Executive Officer
Riverside County -
Executive Office



Jennifer Cruikshank

Chief Executive Officer
RUHS Medical
Center



Jodie Wingo

President &
Chief Executive Officer
Community Health Association
Inland Southern Region



Lauren Bruggemans

Director of Sustainability &
Community Engagement
Palm Springs Convention
& Visitor Center



Linda Evans

Chief Strategy Officer
Community Advocacy for
Desert Care Network



Lisa Wright

President
Inland SoCal United
Way, 211+ Connect IE



Mark Wolfson

Chair & Professor
UC Riverside



Martin (Marty) Massiello

President &
Chief Executive Officer
Eisenhower Health



Michele Finney

CEO
Desert Regional
Medical Center



Rafael Guzman

Assistant City Manager
City of Riverside



Rusty Bailey

Former Mayor
City of Riverside



Silvia Paz

Executive Director
Alianza



Tom Dolan

Executive Director
Inland Congregations
United for Change



Wes Winter

Executive Director
Mizell Center



Zareh Sarrafian

Assistant CEO
RUHS

**Riverside
County -
Steering
Committee**





Activate Coachella Keynote — December 7, 2022

Activate Coachella - By the Numbers

KEYNOTE EVENT



36

key community stakeholder attendees

COMMUNITY ENGAGEMENT/
SCHOOLS FOCUS GROUPS



11

individuals engaged

POLICY FOCUS GROUPS



42

individuals engaged

How to read this report:

The report is divided into the following sections:

- The Executive Summary contains a high-level look at our major findings and recommendations.
- The next section outlines the Blue Zones approach to community well-being transformation.
- The next three sections provide detailed findings and recommendations for the Policy, Places, and People sectors we explored.
- The last section is the Appendix with additional data, references, policy scans, and other supplemental information.

This report builds upon what we have learned from Riverside. It is not exhaustive of what is going on in all these arenas, but an assessment of the feasibility of applying the Blue Zones model to Riverside.

The complete report on Riverside County, including detailed findings and recommendations at the county level, can be found in the Appendix of this report.

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Executive Summary

Coachella is a beautiful desert city with a rich agricultural history and vibrant community.

Agriculture, outdoor recreation, art and culture, and a strong community spirit make Coachella unique.

Coachella is a diverse and vibrant city located in Riverside County, known for its natural beauty and agricultural history. The city is surrounded by a stunning landscape, including the Santa Rosa and San Jacinto Mountains, the Salton Sea, and several national parks and wilderness areas. This makes the city a popular destination for outdoor enthusiasts, with opportunities for hiking, camping, golfing, and more.

Home to some of the world’s most productive agricultural areas, Coachella is a major producer of citrus, grapes, bell peppers, and 95% of the nation’s dates. Coachella has a diverse population, with 97% of the population being of Latino decent. This is reflected in the city’s vibrant arts and culture scene, and events like the Mariachi Festival and the Día de los Muertos celebration. The city has invested in public infrastructure and parks, providing residents with a strong sense of place and a variety of community gathering places. Coachella’s unique blend of culture, history, natural beauty, and economic vitality make it a special place to live.

*See Appendix for full Value Brief

However, like many cities, Coachella also faces challenges such as high rates of food insecurity, financial stress, lack of affordable housing, and limited access to healthy food and healthcare. These challenges mean Coachella is plagued by the same U.S. well-being trends that threaten the health and prosperity of many Americans. According to Gallup, 1 in 2 are struggling with their health, 3 in 4 are obese or overweight, and 3 in 5 experience regular financial stress.

These well-being shortcomings are not only causing needless suffering for the people in Coachella, they are also costing countless billions in lost productivity, absenteeism, and healthcare costs. We estimate that over the next ten years, Riverside County could save about \$139 million with a coordinated comprehensive effort.

The city is plagued by the same U.S. trends that threaten the health and prosperity of many Americans.

According to Gallup:



1 in 2 Coachella residents are struggling with their health



2 in 5 report they are not proud of their community



3 in 5 are experiencing regular financial stress

For the people of Coachella, everyone needs better access to the things that measurably improve well-being, including healthy food, transportation options, jobs, education, and safe places to gather with others. Everyone gains from creating a resilient, prosperous city where all residents have equitable access to opportunities and can contribute to the larger community and economy.

The people of Coachella and organizations like the Riverside University Health System are ready to jumpstart community transformation. A long-term, regional collective vision is foundational for success, and will allow the people and organizations working together to leverage and amplify each other’s efforts over time.

Blue Zones help communities optimize their human-made surroundings so the healthy choice is not only the easy choice, but at times the unavoidable choice in the places and spaces people spend the most time. We achieve this by improving:

Policy

We’ve aggregated evidence-based policy “menus” that favor healthy food over junk food, walkability over increased traffic, the non-smoker over smokers, and a “sweetspot” for alcohol consumption that allows for a vibrant community with a minimum of misuse. Then, we help the city drive consensus around most feasible and effective policies. Finally, we ensure that the chosen policies are implemented.

Places

We administer a Blue Zones Approval Program that recognizes places that make it easy to help people eat less junk food, move naturally all day, smoke less, build strong social networks, and live out their lives with purpose. In five years, we aim to get 30% of all of the region’s schools, grocery stores, restaurants, and workplaces Blue Zones Approved.

People

Our teams will help 15% of the adult population to optimize their homes for less mindless eating and more natural movement, upgrade their social circle so that they have at least five healthy friends they see regularly, and identify their life purpose and put it to work through volunteering. This perfect storm of healthy nudges and defaults sets people up for success as they move through their day.



Blue Zones brought a team of experts together during the assessment period, where we investigated conditions, talked to local stakeholders, ran focus groups across sectors, and dove deeply into data. To truly understand the community and its strengths and challenges, we try to understand it from as many angles as we can - from a bird’s eye view to a data-centric view to close conversations with residents and neighbors. This process was the foundation for our community transformation plan centered around the Blue Zones philosophy of making healthy choices easier for everyone living in Coachella.

READINESS MEASUREMENT

Readiness is measured on a scale from 1-5 (low to high, respectively) and is a reflection of attendance of key leadership at events or one-on-one meetings, and overall community input during the assessment process.



CRITERIA: Alignment of community’s current initiatives and strategic plans with Blue Zones
Both Coachella’s past and current initiatives/strategic plans are in alignment with Blue Zones. From the past Clinton Health Matters Initiative and Building Healthy Communities Eastern Coachella Valley to the present meaningful work done by Alianza, there is evidence of a strong foundation and effort to improve the health, vitality and opportunities for everyone in the community. Furthermore, the City of Coachella’s General Plan contains many health goals that are also in alignment with Blue Zones. Community leaders identified multiple opportunities for collaboration between Blue Zones and initiatives currently underway across Coachella.



CRITERIA: Leadership Support Across Sectors
Coachella leaders from schools, health care, worksites, civic and non-profit organizations, and human service organizations, demonstrated strong commitment and support for a Blue Zones transformation in Coachella. A number of these leaders attended community presentations and focus groups and were eager to share information and suggestions for alignment with Blue Zones.



CRITERIA: Governing Body Support and Continuity
Elected officials and supervisorial representatives who participated demonstrated support for a Blue Zones transformation in Coachella. In a next stage transformation, it will be important to build on this support and engage additional municipal leaders broadly.



CRITERIA: Well-Being Improvement
Key well-being indicators show that there is a high need across Coachella for a well-being transformation effort, such as a Blue Zones Project. This includes higher than average rates of obesity, high blood pressure, diabetes, and depression among other risks when compared to top performing MSA (Metropolitan Statistical Area) communities. By leveraging Blue Zones model for transformation, we believe there is an opportunity to positively impact these, and other, risks and improve well-being for all residents of Coachella.

The Blue Zones Approach

What is Blue Zones

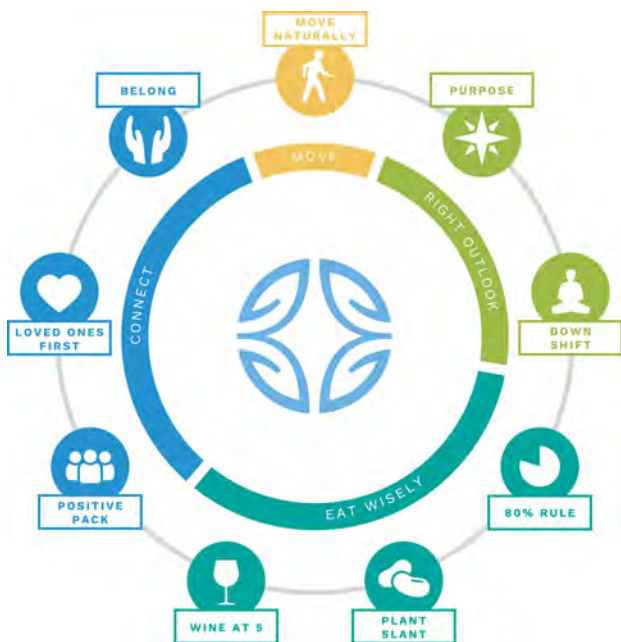
The Original Blue Zones

Places where people live measurably longer, healthier lives



Power 9®

Though the original blue zones are located across vastly different parts of the world, their residents share nine specific traits that lead to longer, healthier, and happier lives. We call these the Power 9®.



- 1. Move Naturally**
The world’s longest-lived people are in environments that nudge them into moving without thinking about it.
- 2. Purpose**
Waking up in the morning knowing your purpose is worth up to seven years of extra life expectancy.
- 3. Down Shift**
Stress leads to chronic inflammation and is associated with every major age-related disease. The world’s longest-lived people have routines that shed stress.
- 4. 80% Rule**
“Hara hachi bu”—the Okinawans say this mantra before meals as a reminder to stop eating when 80 percent full.
- 5. Plant Slant**
The cornerstone of most centenarian diets? Beans. They typically eat meat—mostly pork—only five times per month.
- 6. Wine at 5**
Moderate drinkers outlive non-drinkers, especially if they share those drinks with friends.
- 7. Positive Pack**
The world’s longest-lived people chose or were born into social circles that support healthy behaviors.
- 8. Loved Ones First**
Centenarians put their families first. They keep aging parents and grandparents nearby, commit to a life partner and invest in their children.
- 9. Belong**
Attending faith-based services four times per month—no matter the denomination—adds up to 14 years of life expectancy.



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Blue Zones Mission: We help people live better, longer by improving their environment.

18 BLUE ZONES

Activate Riverside County - City of Coachella Assessment Report

Page

We focus on the Life Radius[®], the 20-mile radius close to home where we spend 90% of our lives.



What We Do



The Blue Zones Approach

How can we improve all the places and spaces we spend the most time so that the healthy choice is the easiest choice?

In our work in communities, we improve the food environment and built environment to increase the availability and accessibility of healthy food and opportunities to walk, bike, and move. To reduce the culture of excessive drinking and the culture of smoking on the population level, we focus on policies to reduce the access and availability of alcohol and tobacco products. To improve the social environment and reduce loneliness, we help people find ways to connect, give back, and find their purpose.



We weave together a set of complementary strategies that are multi-faceted and multi-level and target the entire community — we use policy as the biggest lever to create positive change, but we also reach into all the places people live, work, learn, worship and play.

We use Gallup’s Well-Being Data to inform our work. Well-being includes not just physical health, but also social, financial, community, and career health. You can predict someone’s life expectancy and health status based on their zip code, and this “Zip Code Effect” shows wide health disparities exist.

These disparities affect well-being and quality of life but also cost billions of dollars in terms of unnecessary healthcare costs and lost productivity. The interconnectedness of our health to that of our neighbors has never been more clear, and we believe that communities can bridge glaring gaps with a community-wide initiative that combines macroscale policies and micro-level grassroots action.

Community Collaboration

An essential component to Blue Zones is meeting the community where they are. **A Blue Zones Project is not something that is “done” to a community, but rather in full collaboration with the community.** From hiring the local team directly from the community to hosting design charrettes to dedicated staff specifically for community engagement, the Blue Zones process is grounded on collaborating, listening, and learning from residents, stakeholders, and leaders within the neighborhoods.



Item 21.

In our work in over 70 communities in America, we’ve demonstrated a measurable ability to increase levels of physical activity and the consumption of healthy food over junk food. We’ve seen smoking, obesity, and loneliness decline. We are good at helping people find their purpose and put that purpose to work. All of these factors have a measurable impact on people’s well-being. We work with the world’s top experts, use the science of well-being, and find deep engagement at the community level. We build a collective vision with people and leaders to drive consensus around policies that will be most effective and feasible in creating a healthier and happier population.

We test rigorously, innovate relentlessly, and use evidence-strategies to improve health at a population level. The result is that people improve their lives and strengthen their community at the same time.

Since we began work in 2014, the largest gains in well-being came among those who needed it the most. Neighborhoods and sectors of Fort Worth whose residents showed the highest well-being disparities in 2014 now show the greatest gains in well-being. Higher risk populations have lower health outcomes and higher-than-average rates of healthcare costs; this significant achievement comes at a time when most cities in the U.S. see widening gaps in health disparities.



Fort Worth moved from **185th to 31st healthiest in the nation** since launch of Blue Zones Project.



Physical activity is **up 16.8 percent since 2014.**



\$9.9M funding secured for built environment policies and infrastructure projects and **\$656k secured for community and school gardens.**





Transformation is Possible

In 2009, Blue Zones worked in partnership with the AARP and the United Health Foundation to apply the Power 9 principles to Albert Lea, Minnesota.

It worked: After just one year, participants added an estimated 2.9 years to their average lifespan, while health care claims for city workers dropped 49 percent.

Blue Zones has since expanded to 71 communities across the United States and Canada, impacting millions of people.

At Blue Zones, we transform communities. Applying the principles of the world’s longest lived people, we are pioneers in creating big picture change through altering environments — the places where people live, work, learn, and play. Rather than a siloed approach that concentrates on specific challenges, we represent a paradigm shift to a focus on root causes, not just the symptoms. We help re-engineer environments and cultures to make the healthy choice the easy choice and measurably improve the well-being of entire populations.

“...the biggest healthy living experiment in America.”
— DALLAS MORNING NEWS

Value Delivered and Measured

Transforming communities takes time, but every step of the way adds value. Blue Zones rigorously measures this value throughout the entire process so that change is not just felt, but proven. Our work is quantifiable through three levels of meaningful impact:

Reduction in lifestyle risks

Well-being isn’t just an idea. It’s calculable. We measure risk reduction with the Gallup Well-Being Index® and survey elements tied to overall well-being improvement and Blue Zones interventions.

Movement in community prioritized metrics

This isn’t a one-size-fits-all approach. Your community has its own unique challenges and concerns, and a Blue Zones activation is tailored to make them a priority. We work with community leadership to identify and track community-specific metrics utilizing available data sources.

Media interest

Working with Blue Zones is a partnership with a global brand, respected for our pioneering longevity research and groundbreaking work transforming communities in America. Media interest in our work becomes media interest in your work, helping you generate support and secure grant funding for your project.

The New York Times



THE WALL STREET JOURNAL.



Well-Being Imperative

The Economy of Well-Being is defined as the ‘capacity to create a virtuous circle in which citizens’ well-being drives economic prosperity, stability and resilience, and vice-versa.’

ANGEL GURRIA,
OECD SECRETARY GENERAL

In February of 2021, consulting firm Deloitte released a new report that predicted healthcare spending as a percentage of GDP would decelerate over the next 20 years. **They expect healthcare spending to grow to \$8.3 trillion by 2040, which is \$3.5 less than the current federal government estimate.** The discrepancy is what they call a “well-being dividend,” or the return on investment for tools, systems, or protocols that help consumers to take an active role in their health and well-being.”



In January of 2021, the Office of the Surgeon General and the U.S. Department of Health and Human Services released a Community Health and Economic Prosperity report. The first of its kind, it raises awareness to business leaders of the advantage of investing in community health for the health of their businesses and the health of their economy. It shows that the return on investment in community well-being is economic development which means more prosperity and happiness for individuals, organizations, and the community at large.

By 2040, 60% of healthcare spending will go to improving health and well-being.

DELOITTE CONSULTING

The State of Well-Being in Riverside County

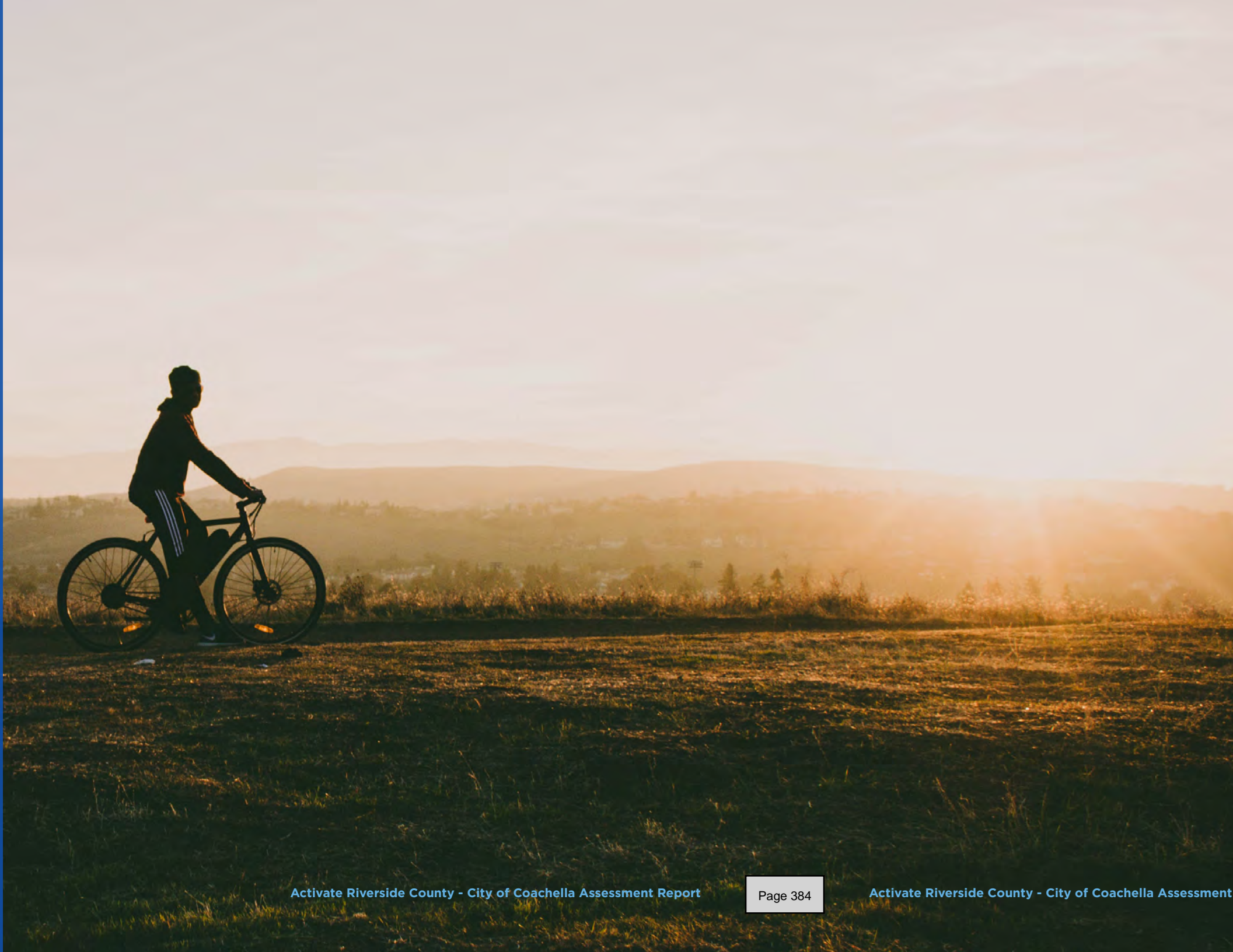
“Our well-being and that of our families and community is what matters. Creating the best possible conditions for well-being is not just the right thing to do philosophically, but it is also the smart thing to do since happier individuals are more pro-social, more productive, and live longer and healthier lives.”

— Jan-Emmanuel De Neve, Economist and Professor, Oxford University

What is Well-Being?



Well-being is about how we are doing as individuals and communities and, in turn, how that makes us feel about the way our lives are going.



Why Does Well-Being Matter?

Our well-being and that of our families and community is what ultimately matters

A recent large-scale survey shows that **over three quarters (78%) of people globally now feel strongly that happiness and well-being should be prioritized** over money.*

This demand for change is being championed by the younger members of our society, with the 25-34-year-old age group representing the highest percentage of responses in favor of change.

*Unilever Wall's 2020 Happiness Research
https://www.unilever.com/Images/walls-manifesto_tcm244-558473_en.pdf

Most policy-makers underestimate that creating the best possible conditions for well-being is not just the right thing to do philosophically, but that it is also the smart thing to do since happier individuals live longer and healthier lives, are more pro-social, more productive, and also show greater support for incumbent government leaders.

The State of Well-Being in Riverside County



The goal of this work is to help us identify policies that are most likely to improve the happiness of the people of Riverside.

Understanding & Mapping Life Satisfaction in Riverside County

For this assessment, we teamed up with Oxford University and Gallup to understand both what seems to make people in Riverside most happy and what specific policies are most likely to increase happiness and life satisfaction. The goal of this work is to help us identify policies that are most likely to improve the happiness of the people of Riverside.

Over the past decade, Gallup has surveyed Americans to determine their life satisfaction and what characteristics most drive that satisfaction. We know from this work that the happiest Americans are socializing more than six to seven hours per day, that people who sleep less than six hours a day are 30% less happy than people who sleep at least eight hours, and that obese people are 11% less happy than similar people of normal weight.

Our experts have analyzed the Gallup Well-Being Data for Riverside County to determine what seems to be most driving life satisfaction and day-to-day happiness in this community. While health, city, community, safety, and work are all important for happiness everywhere, we are able to discern their relative importance. Knowing this will help policymakers decide what policies should provide the most happiness for Riverside.

The primary measure for wellbeing asks survey respondents to evaluate the quality of their life. This is normally done by asking respondents to rate their life satisfaction on a scale from 0 to 10.

Survey respondents evaluate their life as follows:

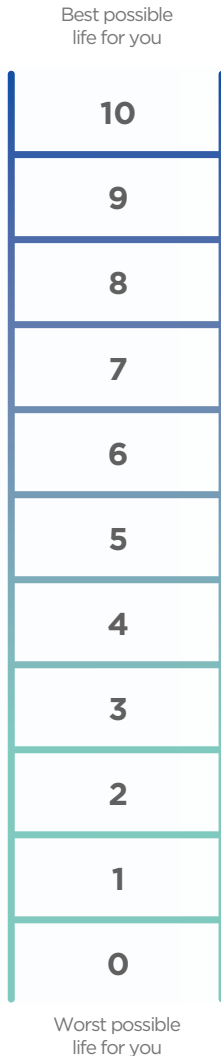
“Please imagine a ladder with steps numbered from zero at the bottom to ten at the top. The top of the ladder represents the best possible life for you and the bottom of the ladder represents the worst possible life for you. On which step of the ladder would you say you personally feel you stand at this time?”

Secondary measures for well-being also survey optimism as well as positive and negative emotions.

“On which step do you think you will stand about five years from now? ”

“Did you experience the following feelings during a lot of the day yesterday?
How about _____?” (well-rested, smile or laugh, enjoyment, etc)

“Did you experience the following feelings during a lot of the day yesterday?
How about _____?” (physical pain, worry, stress, sadness, etc





Data Source

01

Between 2009-18

All data analyses in this report draw on the Gallup daily poll which ran between 2009-18

02

N=16,829 surveys

We look at Riverside County as the main geographic unit of interest in our principal analyses

03

N=29,082 surveys

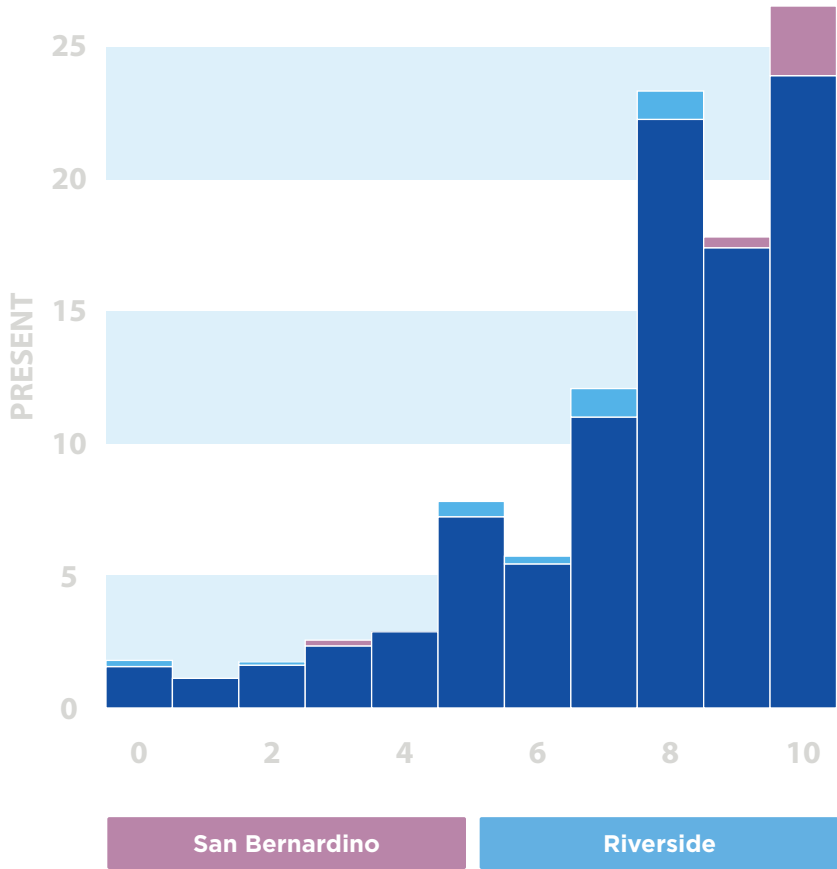
We also compare San Bernardino MSA to Riverside County in some analyses

Well-Being in Riverside County

Life Satisfaction

Average well-being in Riverside County is **7.02 out of 10**.

This is above **San Bernardino (6.95)**, but below average for **California (7.09)** and the **USA (7.07)**.

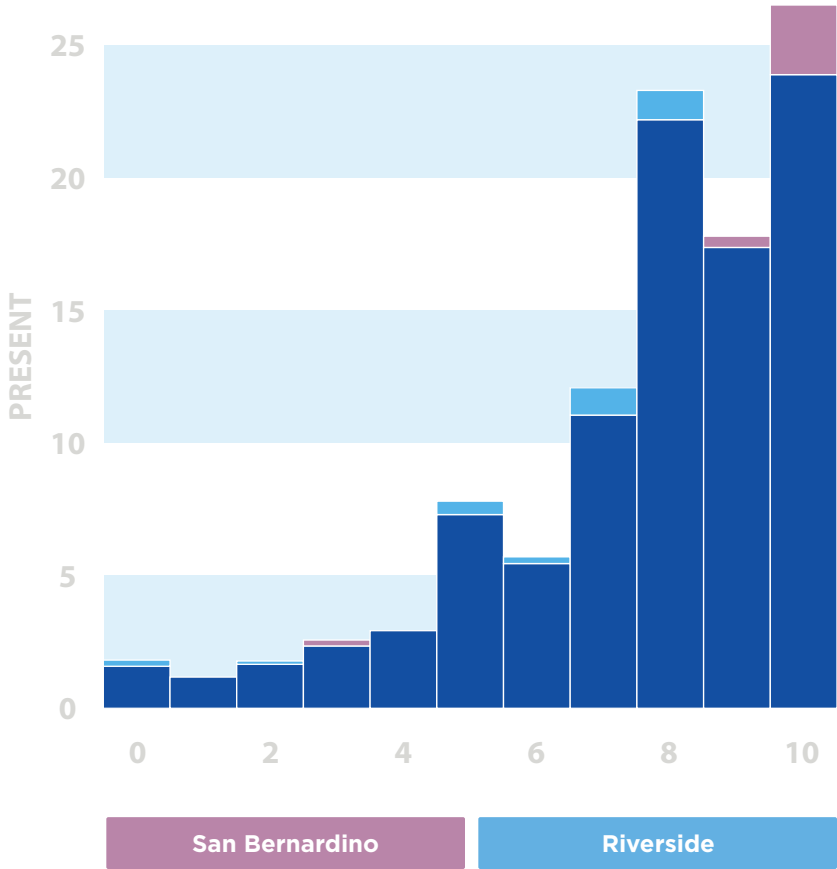


Optimism in Riverside County

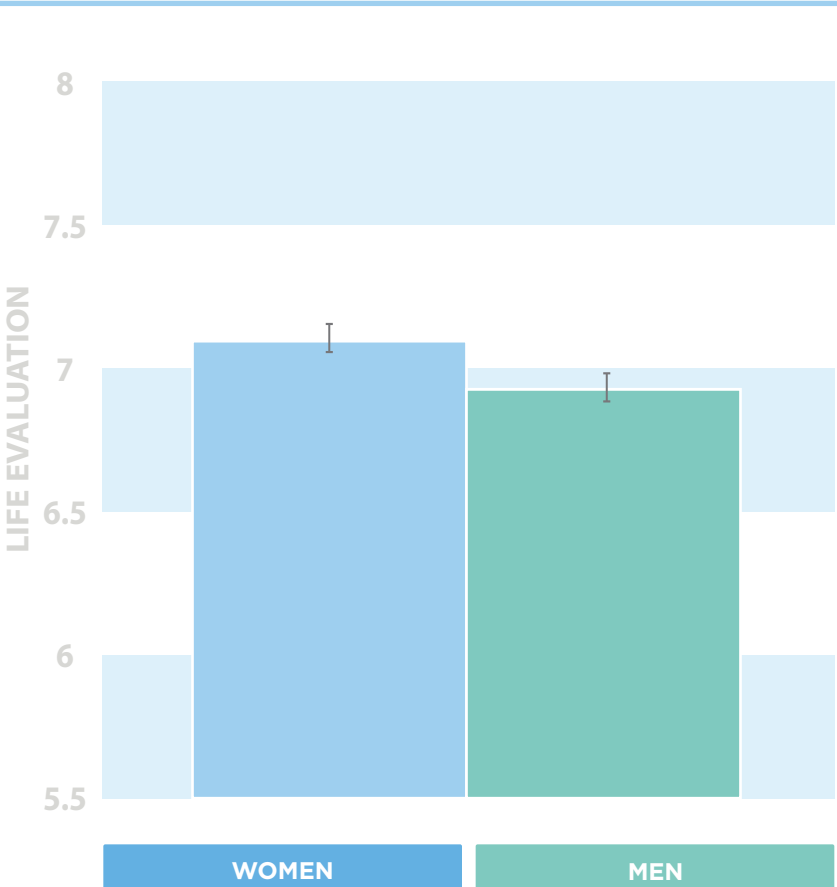
Life Satisfaction in 5 Years

Average expected well-being in Riverside County is **7.62 out of 10**.

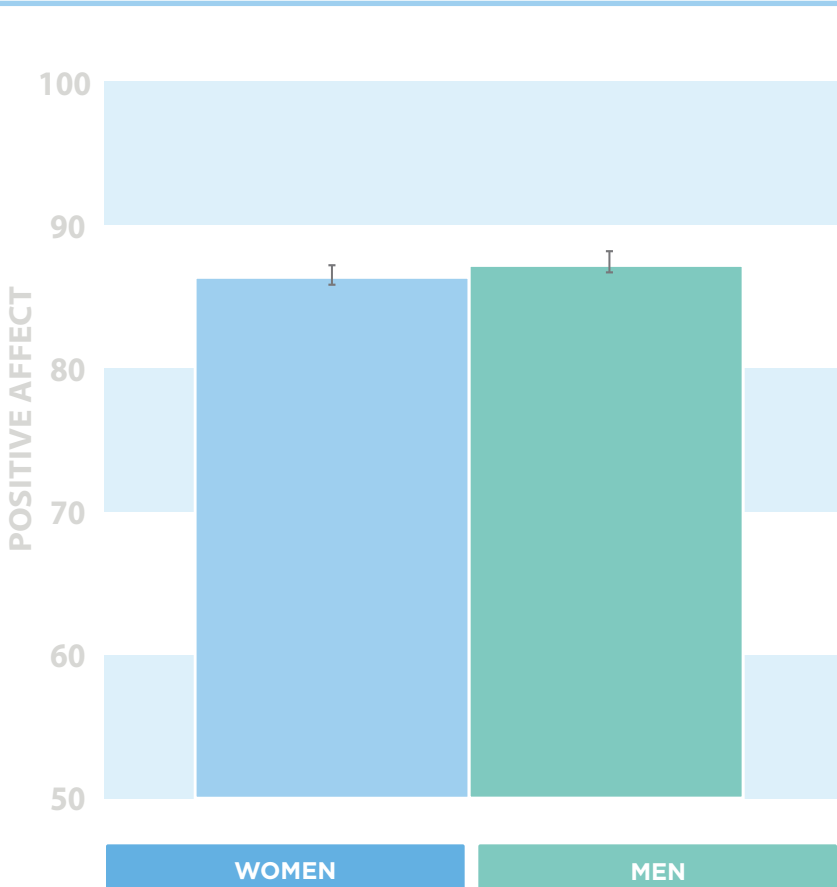
This is slightly below **San Bernardino (7.73)**, **California (7.70)**, but above the **USA average (7.56)**.



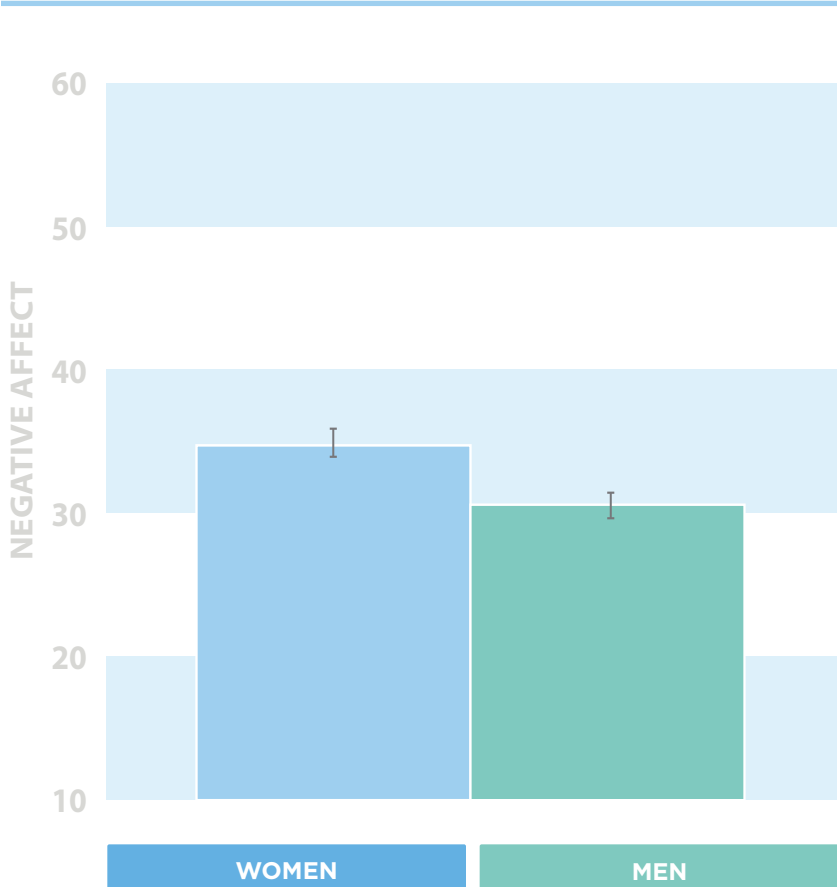
Well-Being by Gender



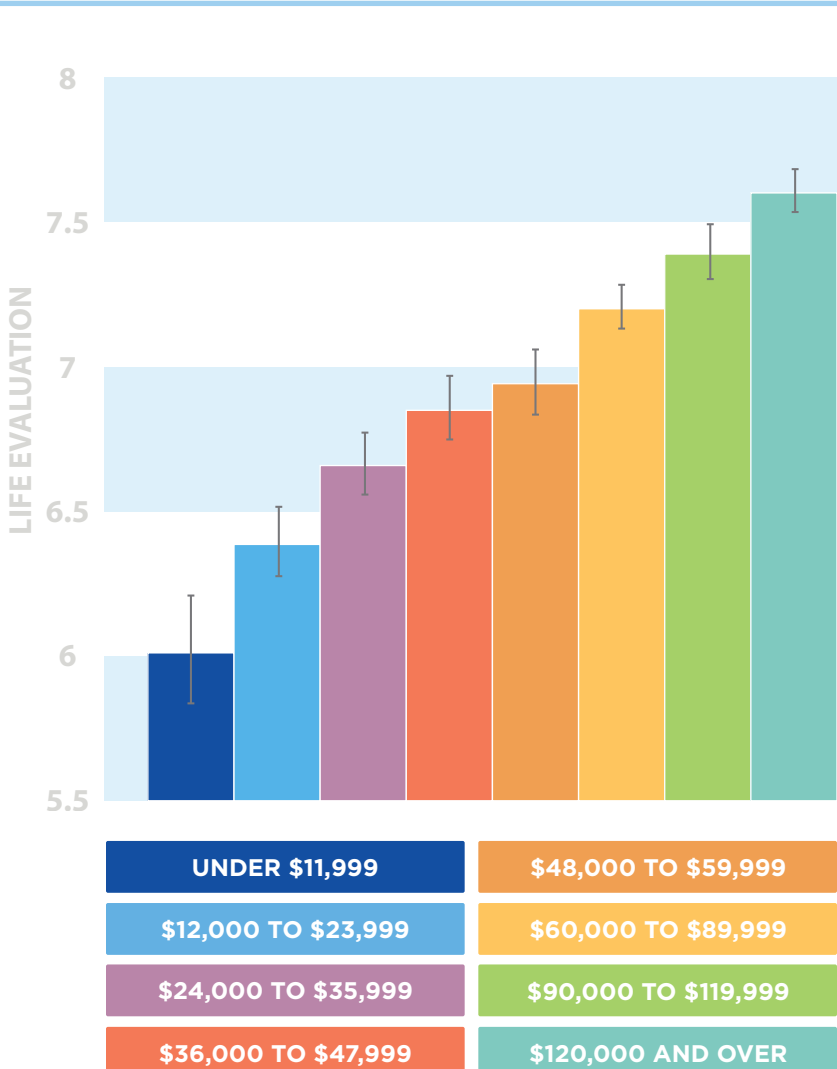
Positive Emotions by Gender



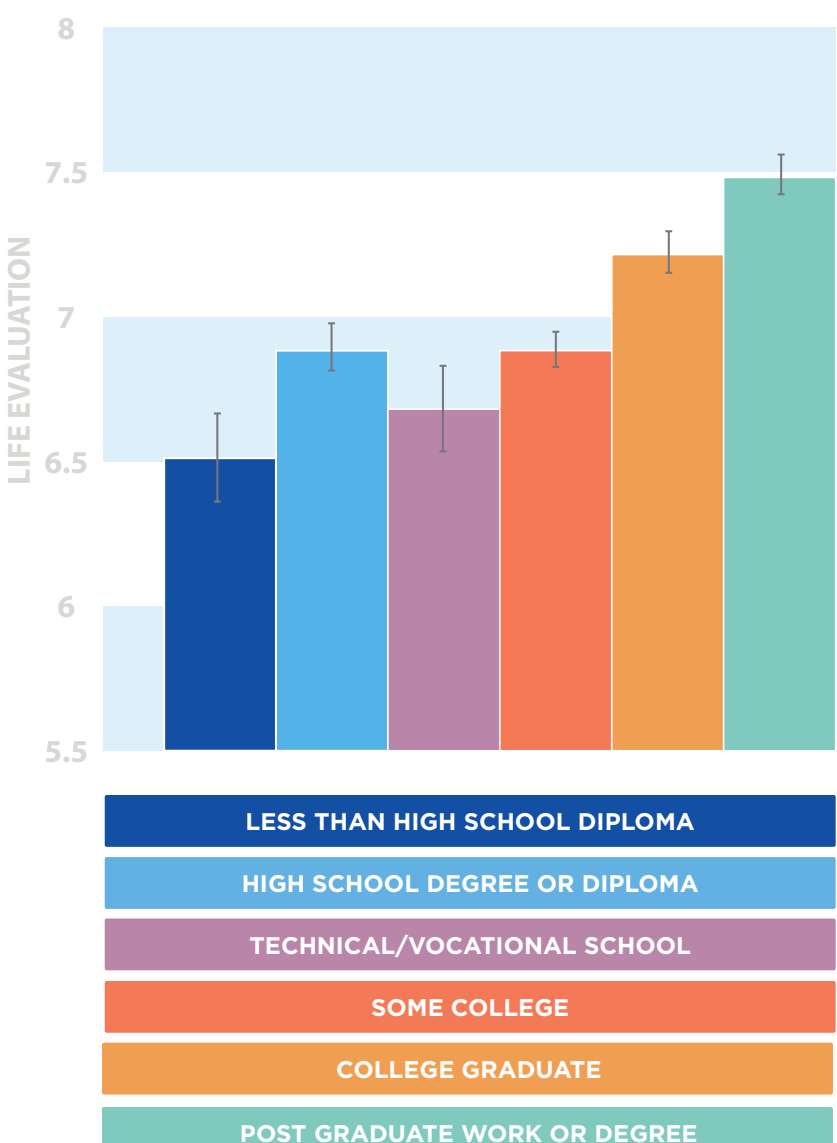
Negative Emotions by Gender



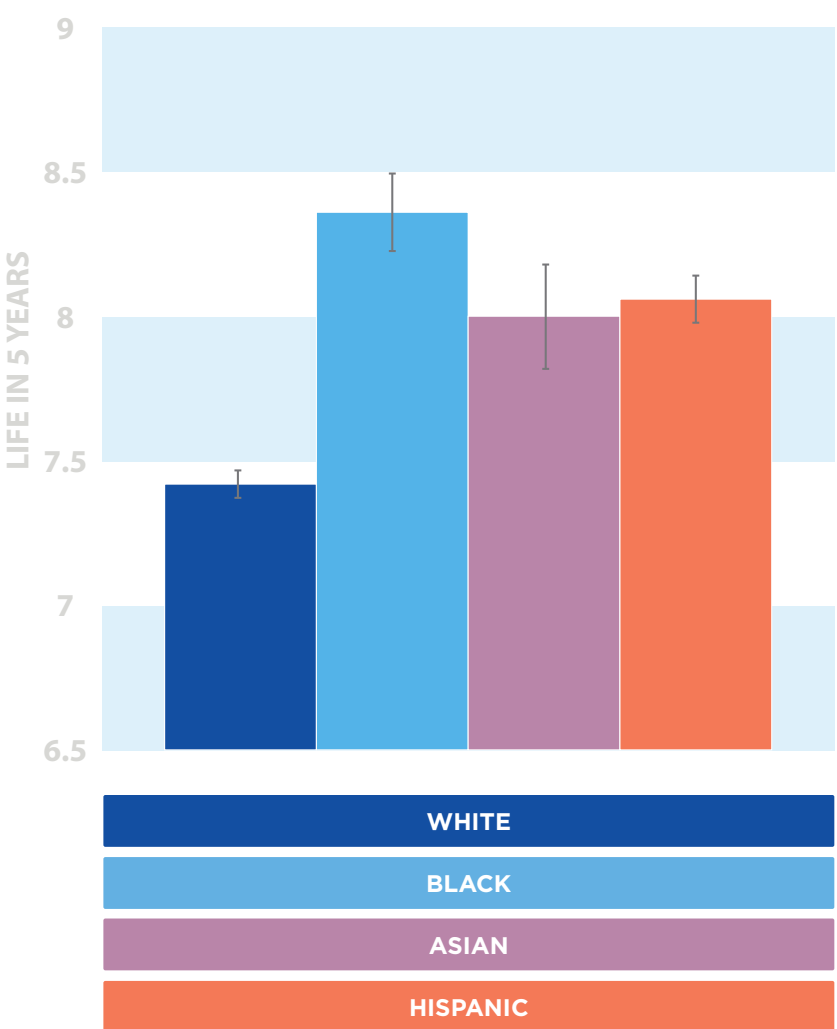
Well-Being by Income



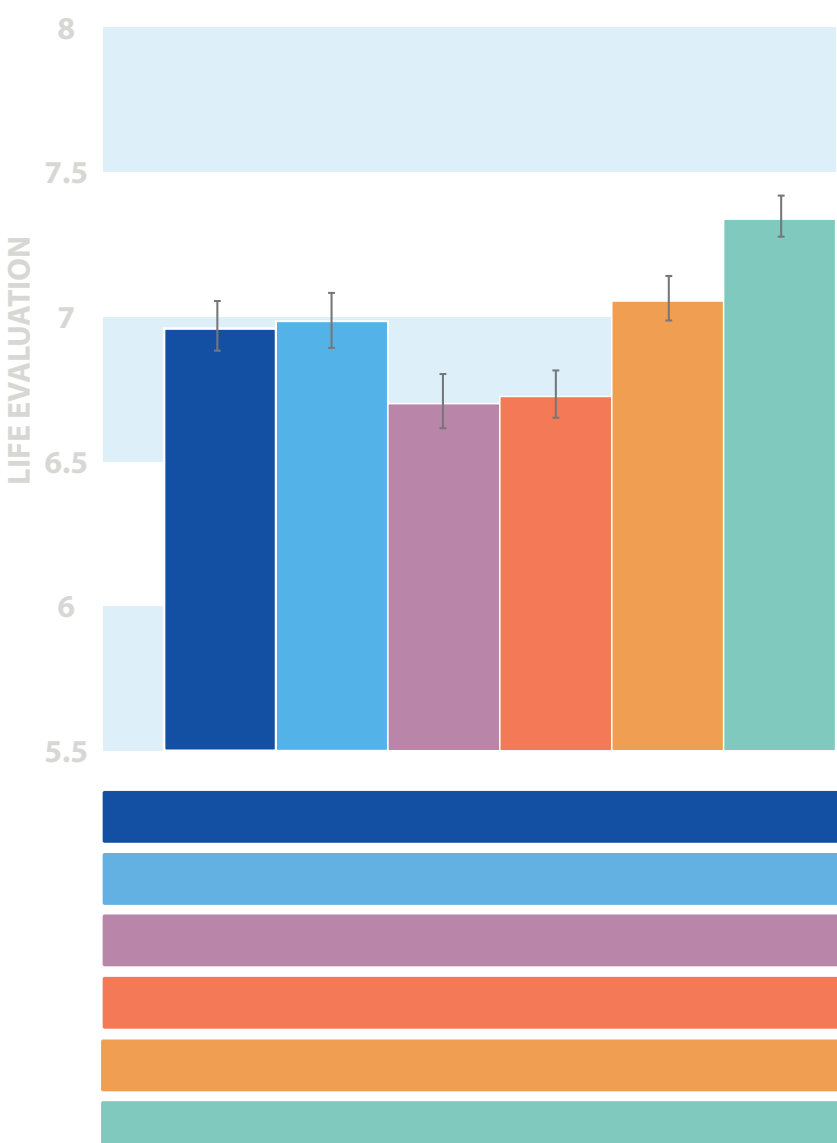
Well-Being by Education



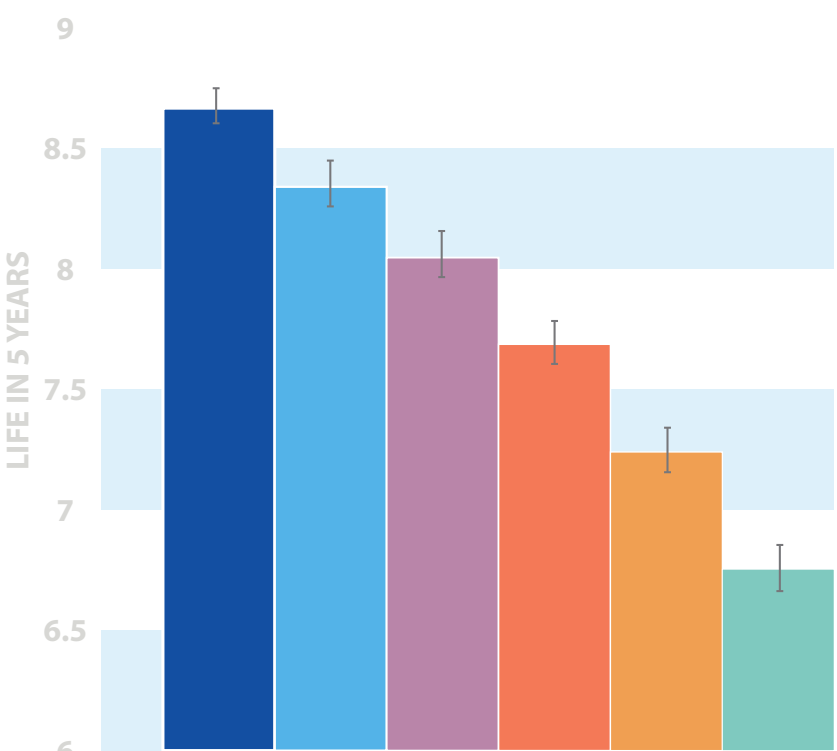
Optimism by Racial Differences



Well-Being by Age



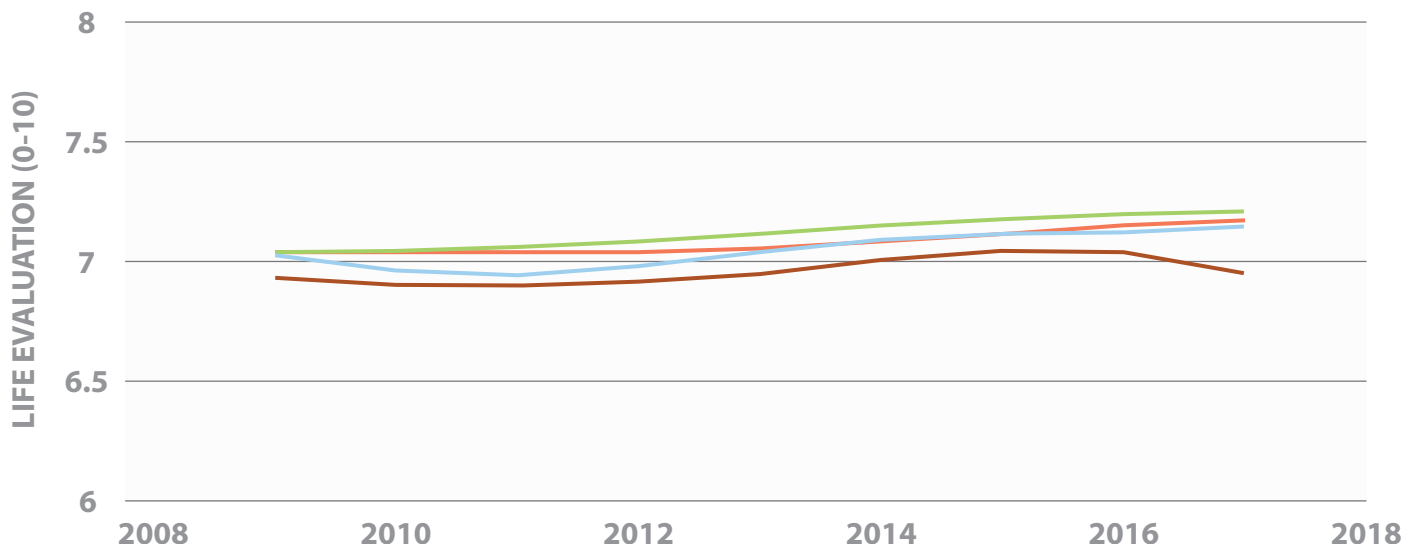
Optimism by Age



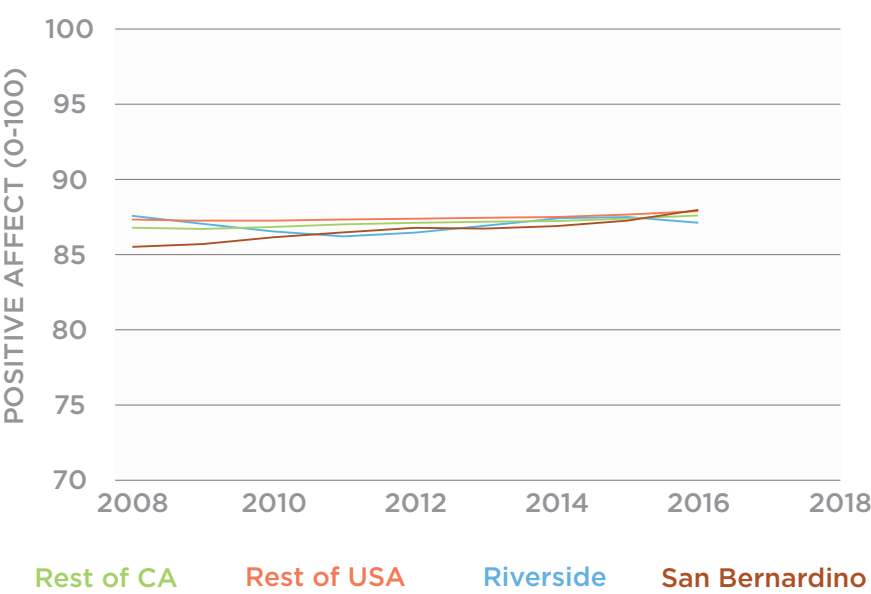
Well-Being Over Time

Rest of CA
Rest of USA
Riverside
San Bernardino

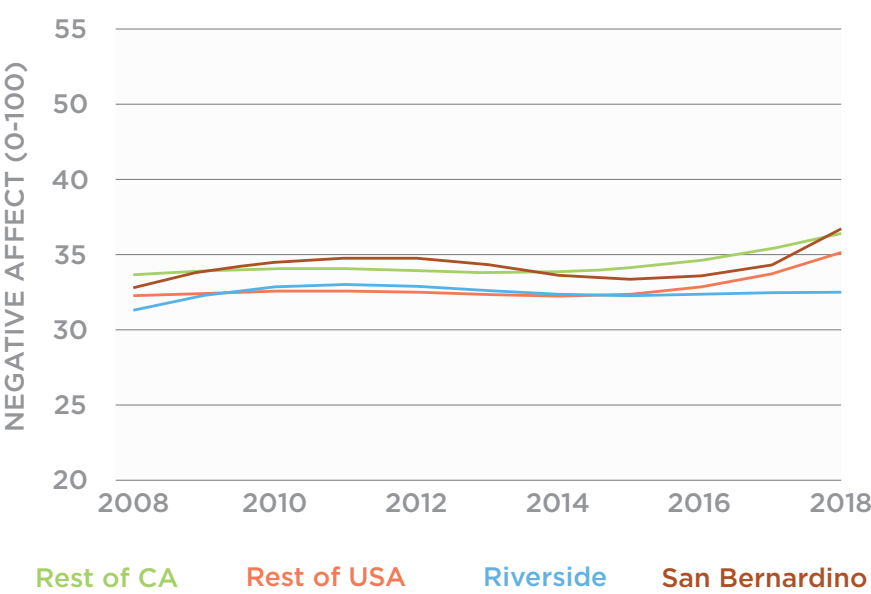
Life Evaluation Over Time



Positive Emotions Over Time



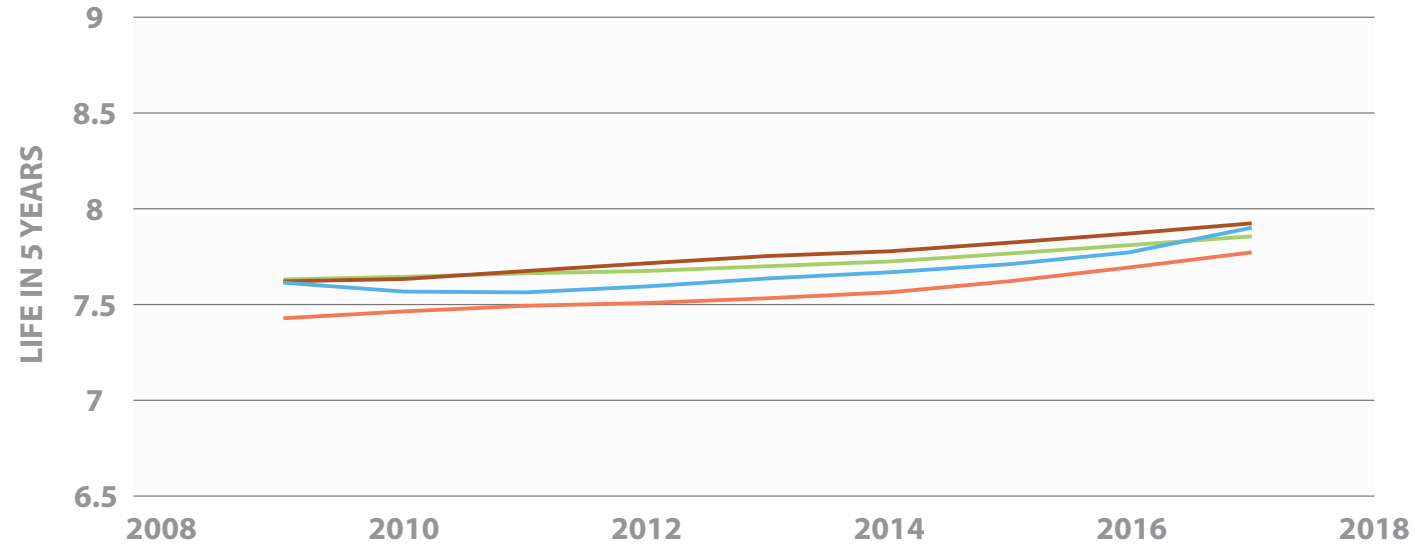
Negative Emotions Over Time



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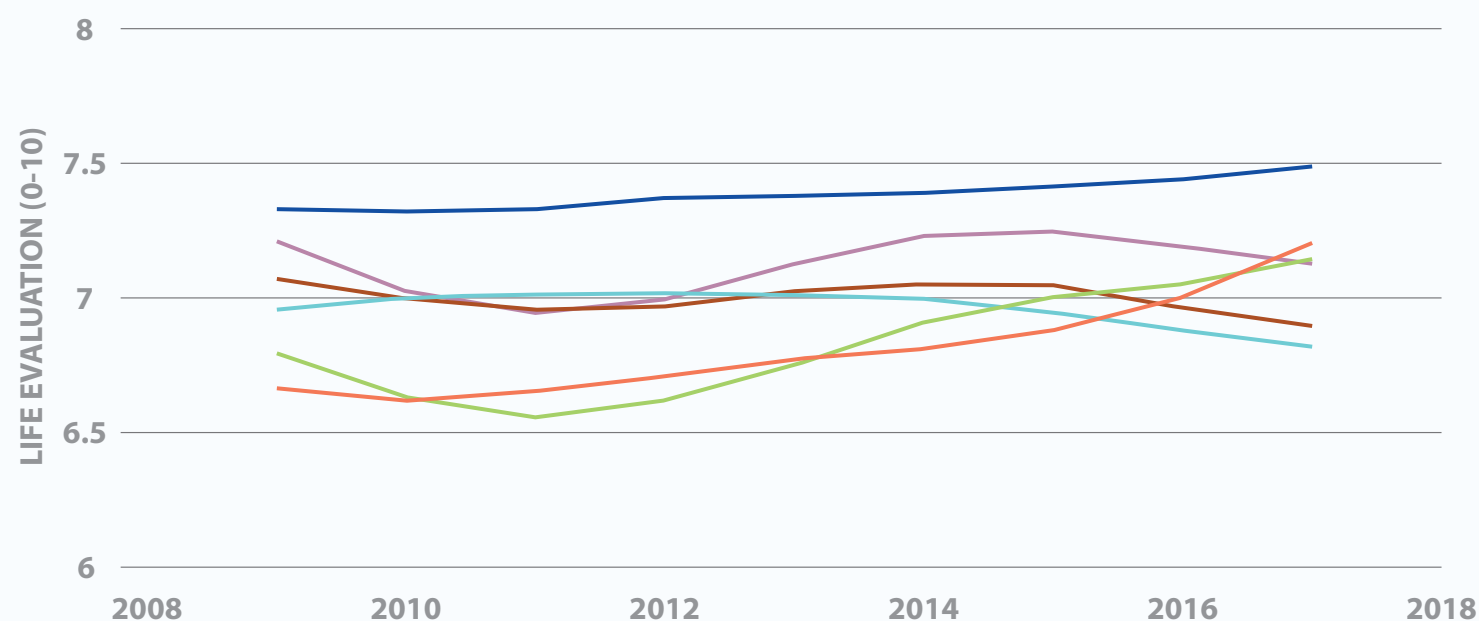
Optimism Over Time

- Rest of CA
- San Bernardino
- Riverside
- Rest of USA



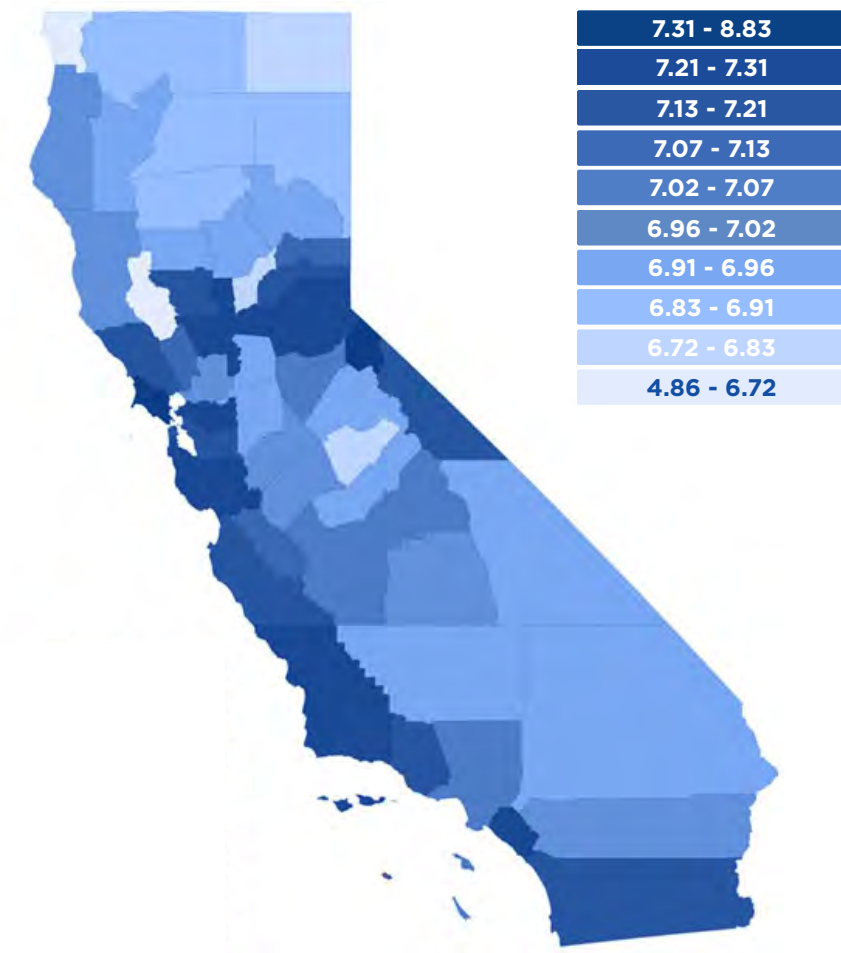
Well-Being Over Time by Age

- 70+
- 60 - 69
- 30 - 39
- 18 - 29
- 40 - 49
- 50 - 59



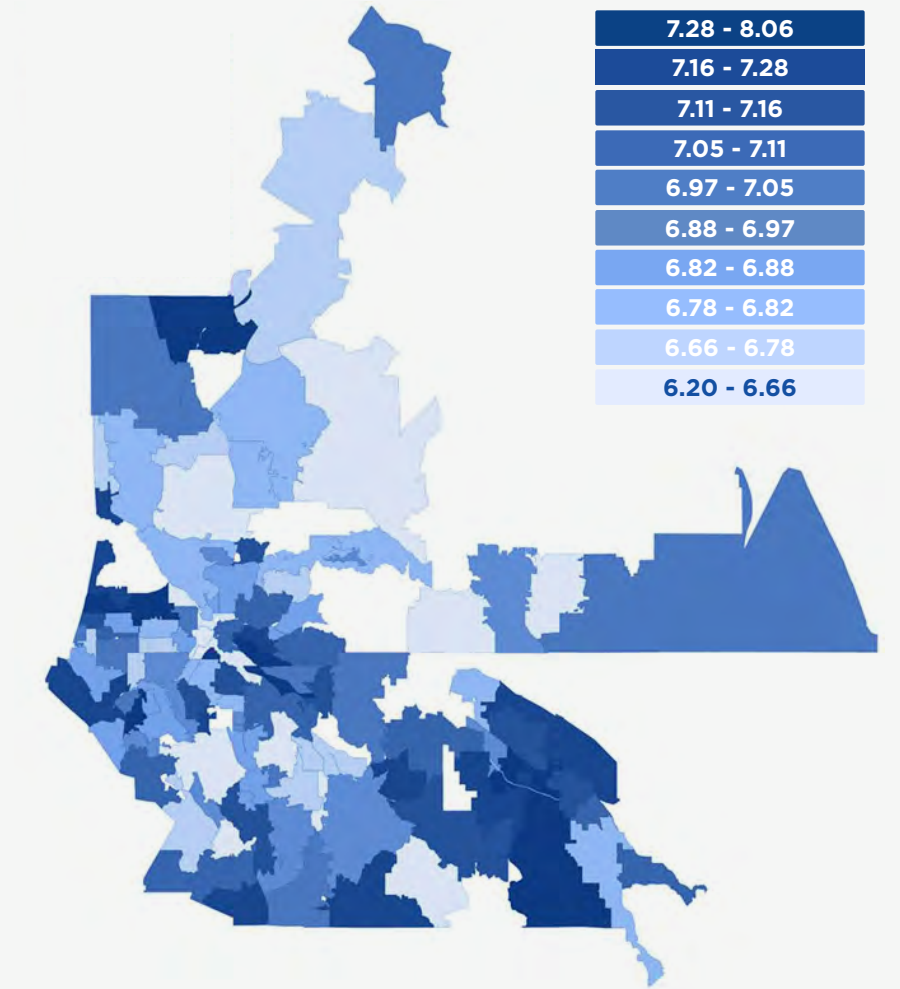
Mapping Well-Being

Mapping Well-Being in California



Mapping Well-Being in Riverside County - San Bernardino MSA

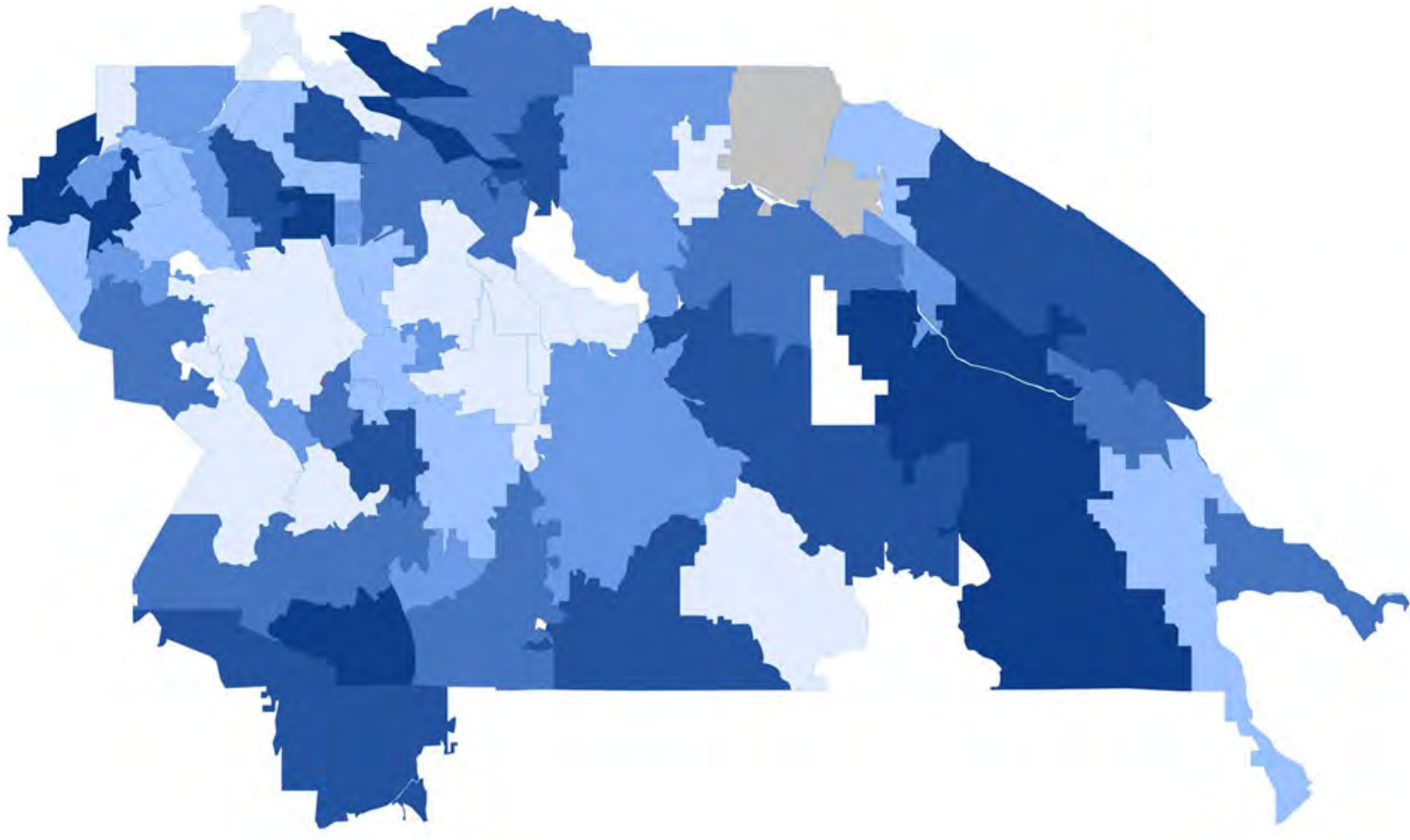
LIFE SATISFACTION



Mapping Well-Being

Mapping Well-Being in Riverside County

LIFE SATISFACTION

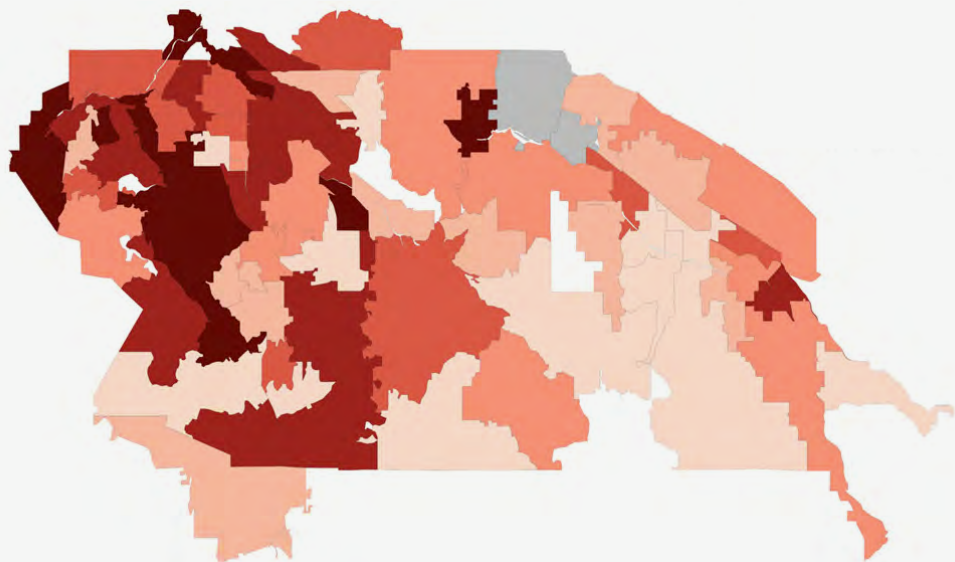
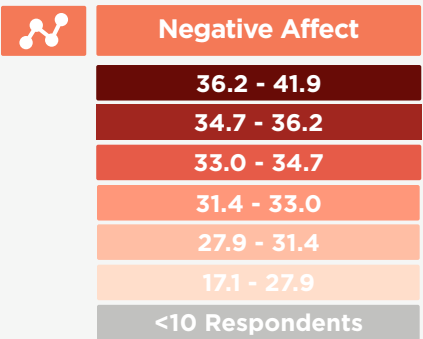
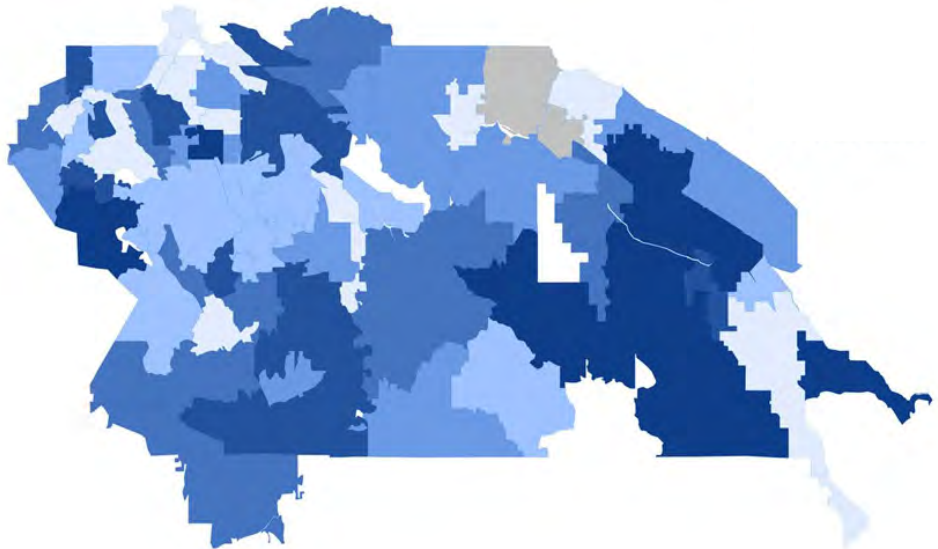
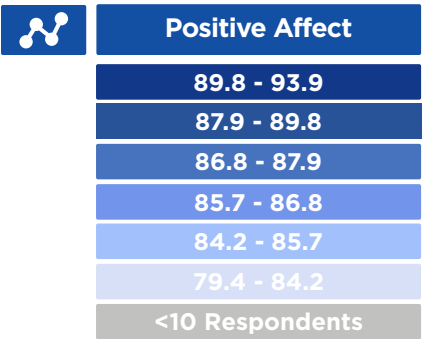


Mapping Well-Being in Riverside County

ZIP	BZ Community	Life Sat	Life in 5Y	Neg Aff	Pos Aff	Sample
92210	Rest of County	8.06	7.58	0.17	0.93	73
92518	Rest of County	8.00	8.00	0.27	0.92	15
92270	Rest of County	7.82	7.43	0.22	0.90	247
92211	Rest of County	7.53	7.35	0.24	0.91	368
92253	Rest of County	7.36	7.46	0.28	0.88	375
92373	Rest of County	7.34	7.75	0.35	0.90	355
92879	Corona	7.28	8.15	0.30	0.86	208
92260	Rest of County	7.26	7.28	0.25	0.91	358
92880	Corona	7.24	8.16	0.39	0.87	257
92264	Palm Springs	7.23	7.32	0.31	0.87	264
92590	Rest of County	7.21	7.67	0.36	0.88	47
92536	Rest of County	7.20	7.67	0.25	0.87	44
92549	Rest of County	7.18	7.60	0.30	0.88	61
92508	City of Riverside	7.17	7.83	0.38	0.87	212
92241	Palm Springs	7.17	7.75	0.33	0.86	76
92506	City of Riverside	7.16	7.78	0.34	0.89	439
92561	Palm Springs	7.16	7.71	0.26	0.91	36
92276	Rest of County	7.16	7.71	0.28	0.94	71
92584	Rest of County	7.15	7.81	0.30	0.87	242
92203	Rest of County	7.15	7.61	0.33	0.91	208
92223	Banning	7.15	7.72	0.26	0.87	349
92557	City of Riverside	7.15	7.90	0.33	0.86	298
92028	Rest of County	7.15	7.44	0.31	0.87	438
92201	Rest of County	7.14	7.66	0.32	0.90	318
92563	French Valley	7.13	7.81	0.34	0.89	379
92587	Rest of County	7.11	7.52	0.30	0.89	143
92236	Coachella	7.10	8.07	0.35	0.85	114
92399	Rest of County	7.10	7.57	0.35	0.87	460
92562	Rest of County	7.09	7.66	0.28	0.88	476
92883	Corona	7.09	7.74	0.32	0.91	176
92262	Palm Springs	7.08	7.84	0.32	0.86	332
92555	Rest of County	7.08	8.30	0.35	0.88	173
92254	Rest of County	7.07	6.69	0.26	0.92	51
92592	Rest of County	7.04	7.77	0.35	0.88	484
92320	Rest of County	7.03	7.32	0.30	0.87	84
92220	Banning	7.03	7.47	0.32	0.86	292

ZIP	BZ Community	Life Sat	Life in 5Y	Neg Aff	Pos Aff	Sample
92860	Rest of County	7.02	7.69	0.35	0.80	159
92548	Rest of County	7.02	7.46	0.31	0.85	62
92504	City of Riverside	6.97	7.72	0.36	0.87	369
92881	Corona	6.97	7.86	0.35	0.89	162
92551	Rest of County	6.96	8.35	0.33	0.86	114
92532	Rest of County	6.96	8.07	0.38	0.87	114
92509	City of Riverside	6.96	7.89	0.33	0.85	399
92234	Palm Springs	6.94	7.29	0.34	0.87	344
92591	Rest of County	6.92	7.41	0.28	0.87	276
92544	Rest of County	6.91	7.28	0.34	0.88	391
92596	French Valley	6.89	7.76	0.36	0.89	116
92503	City of Riverside	6.88	7.68	0.36	0.84	467
92571	Rest of County	6.87	8.00	0.36	0.85	164
92505	City of Riverside	6.87	7.77	0.37	0.90	232
92882	Corona	6.86	7.71	0.38	0.86	400
92586	Rest of County	6.84	6.61	0.29	0.85	294
92585	Rest of County	6.83	7.17	0.33	0.85	111
92507	City of Riverside	6.82	7.86	0.36	0.84	346
92274	Coachella	6.81	7.75	0.33	0.83	88
92240	Palm Springs	6.81	7.81	0.30	0.83	237
92553	Rest of County	6.81	8.02	0.34	0.81	265
92501	City of Riverside	6.79	7.75	0.34	0.82	163
92545	Rest of County	6.77	6.72	0.28	0.86	397
92225	Rest of County	6.76	7.62	0.43	0.87	97
91752	Rest of County	6.75	7.84	0.34	0.89	151
92583	Rest of County	6.71	7.42	0.30	0.86	206
92582	Rest of County	6.71	7.62	0.42	0.81	93
92530	Rest of County	6.71	7.72	0.36	0.84	289
92324	Rest of County	6.63	7.89	0.38	0.83	213
92570	Mead Valley	6.62	7.76	0.37	0.85	290
92595	Rest of County	6.52	7.35	0.40	0.84	212
92230	Banning	6.41	7.50	0.39	0.79	18
92567	Rest of County	6.40	7.26	0.32	0.85	60
92539	Rest of County	6.32	7.09	0.33	0.85	41
92543	Rest of County	6.32	7.02	0.36	0.82	291

Mapping Positive & Negative Emotions in Riverside County



Calculating WELLBYs

Gives us a single metric that combines average life satisfaction with average life expectancy.



WELLBYs Approach

Thus allows us to evaluate whether we are ‘adding years to life and life to years’.

Well-Being-Adjusted Life Years (WELLBYs) Across Coachella

	Life Satisfaction	Life Expectancy	WELLBY's
Coachella	7.16	84.0	602
Riverside County Total	7.03	80.0	562

- ✓ Considering well-being and life expectancy together reveals **larger inequalities** than considering these variables separately because happier places also tend to be **healthier**.
- ✓ Average **WELLBYs** in Coachella of **602** as compared to Riverside County average of **562** and **USA** average of **547**.
- ✓ For reference, Finland tops the chart of all countries in the world at **638 WELLBYs per person**.

Well-Being Driver Analysis:

What factors best explain differences in well-being across people in Riverside County?

Variable Groupings & Question Wordings

Work

- ✓ At work, do you get to use your strengths to do what you do best every day, or not?
- ✓ Are you currently employed?
- ✓ Does your supervisor always create an environment that is trusting and open, or not?
- ✓ Does your supervisor at work treat you more like he or she is your boss or your partner?
- ✓ In the last seven days, I have felt active and productive every day.

Health Status

- ✓ Do you have any health problems that prevent you from doing any of the things people your age normally can do?
- ✓ During the past 30 days, for about how many days did poor health keep you from doing your usual activities?
- ✓ BMI greater than or equal to 30 (derived from height and weight)
- ✓ Have you ever been told by a physician or nurse that you have depression?
- ✓ Would you say your own health, in general, is ...? (1-5, excellent to poor)

Safety

- ✓ I always feel safe and secure.
- ✓ In the city or area where you live, is it easy or not easy to get a safe place to exercise?

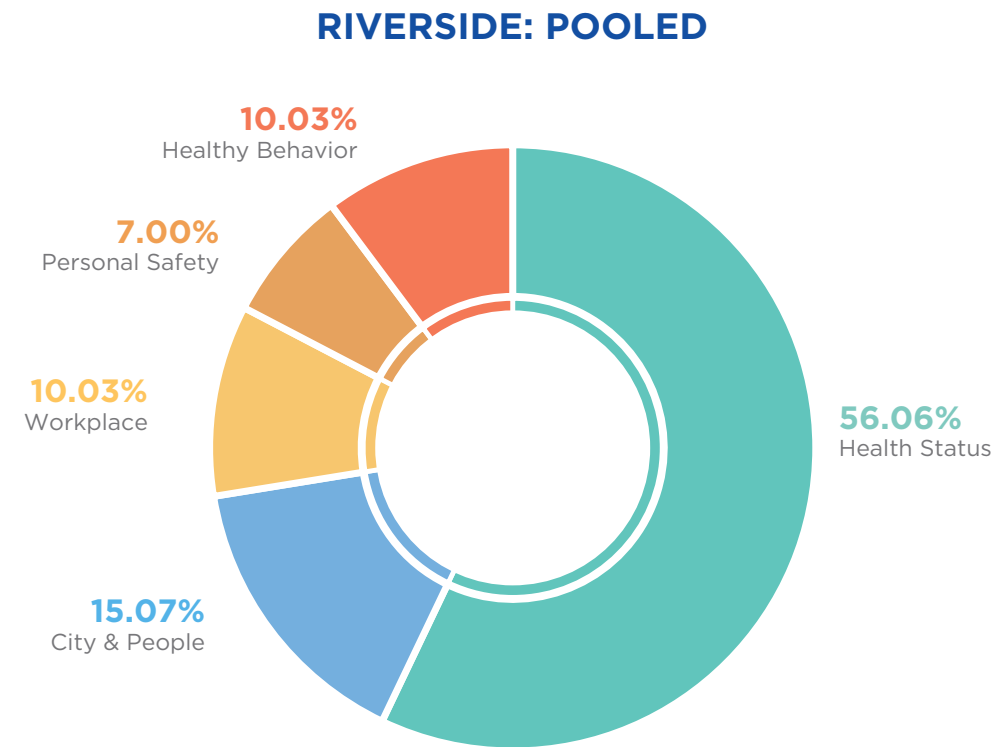
City and People

- ✓ You can't imagine living in a better community than the one you live in today.
- ✓ You are proud of your community or the area where you live.
- ✓ Are you satisfied or dissatisfied with the city or area where you live?
- ✓ The city or area where you live is a perfect place for you.
- ✓ Approximately, how many minutes does it take you to get from your home to your workplace?
- ✓ The house or apartment that I live in is ideal for me and my family.
- ✓ If you were in trouble, do you have relatives or friends you can count on to help you whenever you need them, or not?
- ✓ Someone in your life always encourages you to be healthy.
- ✓ Your friends and family give you positive energy every day.

Health Behaviors

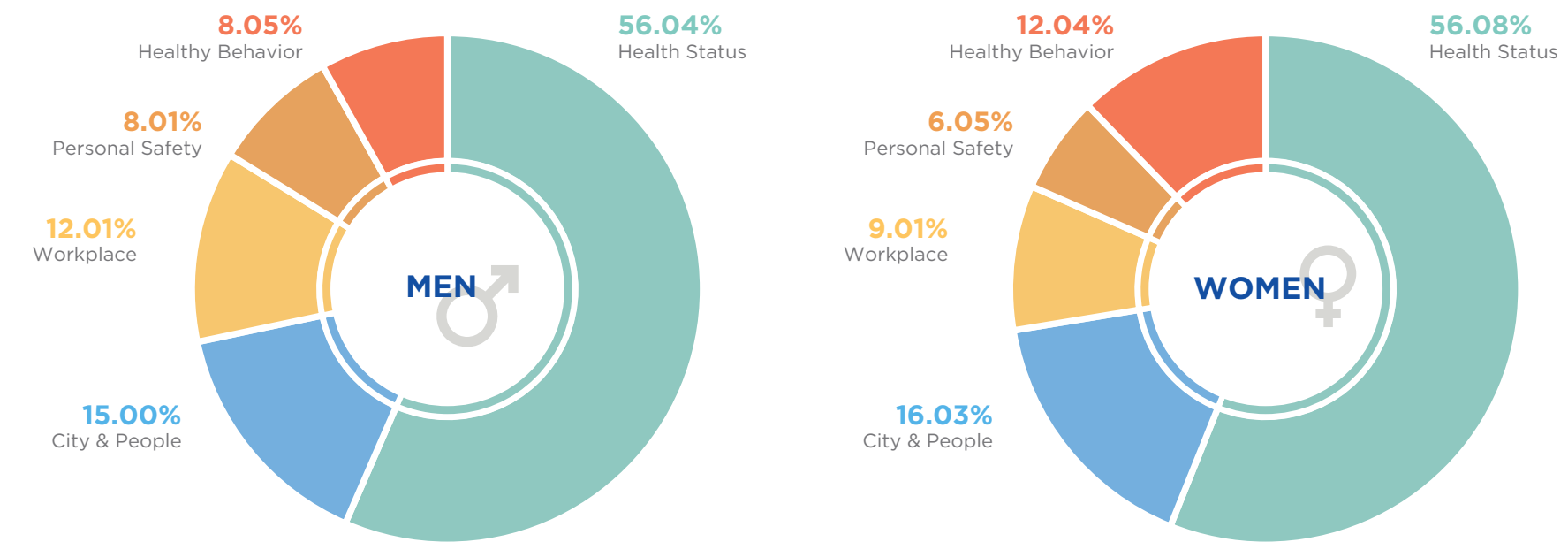
- ✓ Do you smoke?
- ✓ In the last seven days, on how many days did you exercise for 30 or more minutes?
- ✓ In the last seven days, on how many days did you have five or more servings of fruits and vegetables
- ✓ Did you eat healthy all day yesterday?

Driver Analysis of Well-Being in Riverside County



While health, community, and work are all important for happiness everywhere, we are able to discern their relative importance. For instance, our analysis finds: Individual health status stands out as the most important driver for life satisfaction with general satisfaction with city and people a contributor to it. Healthy behaviors, personal safety, and work satisfaction are other strong drivers for life satisfaction.

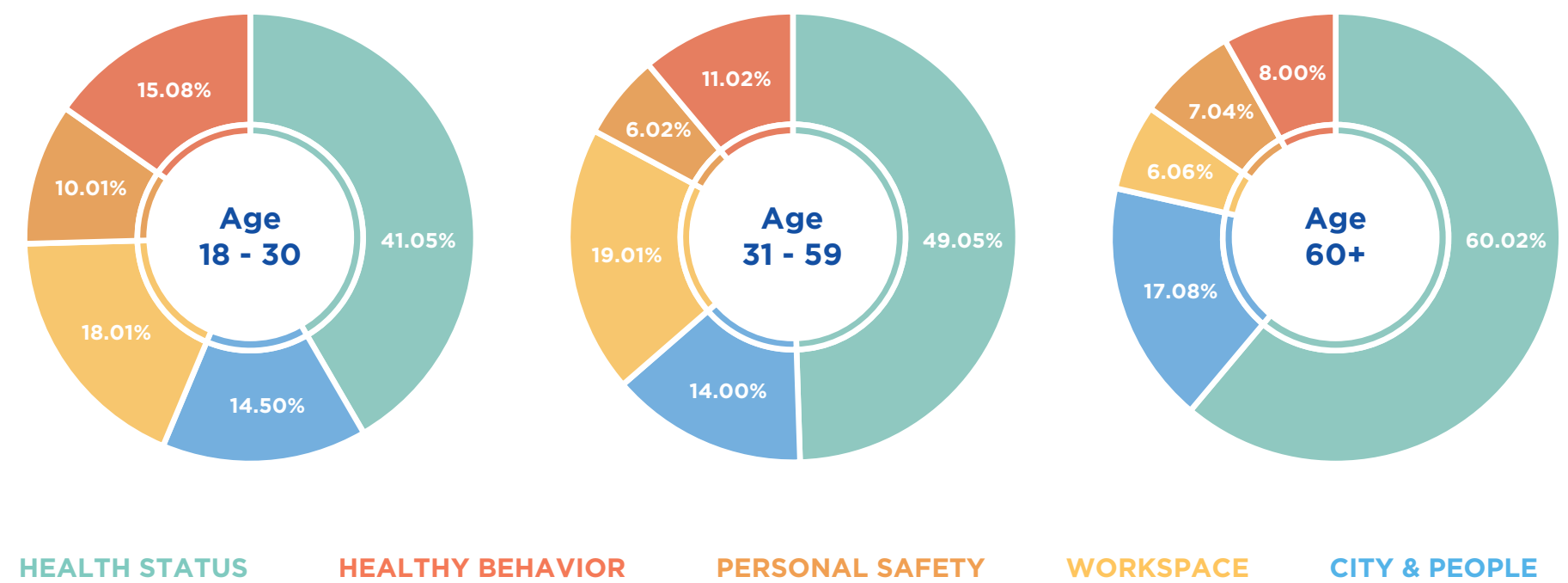
Driver Analysis of Well-Being in Riverside County by Gender



Most notable are the changing drivers of well-being over the life course. The importance of health status rises dramatically with age. The opposite is true for the workplace and city & people variables which are much more important to the well-being of the young.

Categorization of Gallup data variables relevant to Blue Zones interventions.
Methods: variance decomposition and hot-deck imputation

Driver Analysis of Well-Being over the Life Course in Riverside County



COACHELLA

Policy Overview

Optimizing the built environment, the food environment, and tobacco and alcohol policies is a high-impact, cost-effective strategy to reduce chronic disease and increase well-being.

With this approach, individuals can see tangible transformation taking place in their lives: from the buildings they work in, to the streets and paths they use to get around, to the foods they buy and eat.




This report is meant to be a snapshot in time for local community policy and well-being. The policy team endeavors to explore all policy work that is underway in the community. This report may not reflect all efforts in which the community is engaged.

COACHELLA

Built Environment

Our built and natural environments have a direct impact on our health. The built environment encompasses the human-made spaces where we live, work, learn, and play, which includes our streets, intersections, buildings, homes, and sidewalks. How well our built and natural environments are integrated is an essential predictor of natural movement, socializing, and downshifting in any community.

 Optimizing built environments can increase physical activity of an entire community by over 30%. It can also enhance the social life of a community by increasing a sense of belonging, ownership, watchfulness, and involvement in one’s community.

Introduction

In Coachella, there is a depth of community assets to increase well-being throughout the city. The City of Coachella is the most eastern community in the Coachella Valley, and is home to some of the world’s most productive agricultural areas, and is a major producer of citrus, grapes, bell peppers, and 95% of the nation’s dates.

Geographically located at the center of Riverside County, Coachella is equidistant between the Orange / San Diego county border to the west and the Arizona state border to the east. Despite sharing a name with the world famous Coachella Music Festival, this event occurs in neighboring Indio and the City gains little benefit from the event.

Starting as a rail stop along the Southern Pacific Railroad, Coachella’s initial growth was fueled by harvesting dense mesquite trees for lumber to ship to Los Angeles. Identification of a sizable water source in the early 1900s and development of irrigation systems led to an explosion in agricultural activity, drawing large numbers of immigrant laborers, including from Mexico. Coachella today has a population of around 45,000, with almost 97% of residents of Latino descent, and close to 90% of residents speaking Spanish at home.



Much of Coachella scores poorly in various socioeconomic indexes when contrasted with the county average, with Coachella ranking in the bottom 15th percentile of the Healthy Places Index. Between 1990 and 2020 Coachella’s population increased by 250%, although over the past decade this growth has slowed. Coachella is home to some of the lowest housing prices in the Coachella Valley, and is set to accommodate spillover demand from high demand areas such as Indio, which is driving a series of new masterplanned communities designed to cater to snowbirds and retirees. To manage the impacts of this growth and improve the quality of life for existing residents, City goals include sustainable and safe transportation, being a walkable and parks-rich city, with public infrastructure, transit-ready places, healthy housing, and a range of housing stock. Implementing this vision will assist Coachella in accurately directing investment to keep existing residents and retain its soul and sense of place.

Coachella’s built environment assessment was completed through research, observation, and conversations with local leaders. This process was facilitated by the Blue Zones Built Environment Team, who engaged with key stakeholders and conducted windshield and walking tours to assess readiness to improve well-being through more opportunities to move naturally, socialize, and downshift. The Built Environment Team gleaned insights into planning and leadership, existing on-the-ground efforts, and other considerations. Based on our evaluation and supplemented with on-site interviews, and additional research into the policies and practices of Coachella, we believe there are a number of ways to strengthen the region’s built and natural environment. This report summarizes findings, observations, and next step recommendations. It is intended to inform stakeholders and leadership, with the goal of advancing informed and strategic decisions about built environment opportunities and priorities.



Blue Zones Built Environment Goals

Routine, daily movement and social connection are central tenets of the Blue Zones principles of a healthy, engaged lifestyle. This does not necessarily mean structured exercise or scheduled interactions, rather, through an environment that is supportive of walking, bicycling, and social connectedness. Essential Blue Zones goals for the built environment include moving naturally, encouraging social gathering places, completing neighborhoods, and increasing housing options. Extensive research has demonstrated that neighborhoods or communities that have these components have higher rates of walkability, economic development, vitality, and greater overall health and safety for residents. Each of the core Blue Zones built environment goals are described below.



PROMOTE NATURAL MOVEMENT: A comprehensive and connected network of pedestrian and bicycle facilities, such as sidewalks and crossings, bicycle lanes, and trails are available to all residents and visitors. Major roads are designed or retrofitted to fully accommodate those walking and bicycling to access their destinations safely and comfortably. Streets are compact, green, comfortable, and inviting, serving low-speed movement of all. Traditional, well-connected paths favor walking and biking. Essential to this goal is ensuring the safety, security, and access for people of all ages and abilities. Daily needs are met easiest by walking among mixed use buildings, parks and plazas.

ENCOURAGE SOCIAL GATHERING SPACES: Accessible areas are integrated into the neighborhood fabric to facilitate and encourage connections between people and places. Examples include parks, open spaces and community nodes like a plaza or neighborhood square. Sometimes uninviting and nonessential pavement can be transformed into community amenities.

INCREASE COMPLETE NEIGHBORHOODS: Offer residents options on where and how to live, work, shop, play, learn, worship, and get around. Destinations and well-connected low speed routes are designed to encourage social connections and reward those who arrive on foot or bike. Benches, shade structures, planters, awnings, water fountains, human scaled lighting, way-finding elements and well-placed quality bicycle parking offer safe, welcoming, comfortable, and appealing surroundings. Buildings provide security by their placement near walkways and transparent window coverage.

INCREASE HOUSING OPTIONS: Providing a range of housing can increase affordability of neighborhoods and communities. Missing middle housing, such as accessory dwelling units, townhomes, duplexes, four squares, courtyard homes, pocket neighborhoods, apartments and other housing options traditionally found in communities are encouraged. Missing middle housing can also help gently increase density in a neighborhood, increasing its vitality, sense of community, and opportunities for social connectedness.



Strengths

The City of Coachella enjoys an engaged and active leadership that have played a critical role in the development of key assets that are working towards creating environments that better prioritize pedestrians, support natural movement by foot and bicycle, and offer social gathering areas. City staff have had repeat success in accessing grants to fund major investments in supporting and protecting the local community. Key essential assets include:



ACTIVE FAMILY-FRIENDLY COMMUNITY: Coachella has been able to create a sense of place and preserve cultural heritage reflective of the community. Keeping residents at top of mind, the City has included health and wellness in the General Plan, as well as instituted meaningful resiliency and climate change initiatives to ensure the well-being of families that live in Coachella. Measures taken include development of an Active Transportation Plan (2020), planting trees, promoting hydrogen-fueled buses, electric scooters, ride-sharing initiatives, installing solar panels in residences, and water efficiency projects. All efforts undertaken are informed by the community and undertaken in partnership with the community.

TRAIL NETWORK: Extending from Palm Springs to Coachella, the 40-plus-mile CV Link for bicycle, pedestrian, and low-speed (up to 25 mph) electric vehicle pathway is funded and under construction. This exceptional asset mostly follows the Whitewater River incorporating existing portions of trail. The CV Link will provide a transportation and recreation route throughout the Coachella Valley with future expansion planned. Identifying feeder routes for bicycle and pedestrian connections to create protected facilities within Coachella to connect to the trail can increase access and bring this asset closer to residents of all ages.



DOWNTOWN INVESTMENT: In recent years the City has made a series of major investments in the downtown and surrounding areas, representing some best practices in downtown revitalization. These investments include the Veterans’ Park (2016) the Coachella Branch Library (2018), and extensive remodeling of the Coachella Senior Center (2020) and the Palm View Elementary School (2021). Connectivity between Downtown amenities has been enhanced through wide sidewalks, mid-block crossings, extensive street lighting, mature trees, landscaping and public art, resulting in strong, inviting, and accessible downtown core. Coachella’s built environment investment in the downtown and immediate surrounding area is an example of how to get the design details right.

PLACEMAKING: The savvy municipal investments made in the downtown and citywide have established a placemaking framework that encourages small business opportunity, new jobs, mobility, and sustainability. The various design elements implemented and policies instituted are creating a walkable, vibrant and safe place. A city with a soul and sense of self can add value for retail sales and encourage private investment. Coachella will need to weigh new development proposals from a full cost accounting perspective including impact to city services, the increase to well-being, economic opportunities generated, and real community benefit for residents.

Challenges

There are several challenges that could prevent or hinder Coachella from maximizing or fully capitalizing on opportunities. During the focus group meeting, participants shared a number of challenges that are preventing residents from fully maximizing the built and natural amenities Coachella has to offer. This includes:

- ✓ High unemployment and poverty rates
- ✓ Strong demand for affordable housing - a recent affordable housing development saw 4,000 applicants for 108-units, indicating a need for more affordable housing
- ✓ Coachella is home to a large student population, with around 25% of people under 18, with many leaving to pursue secondary education and leaving the area. How can Coachella better retain young talent?
- ✓ Limited transit options
- ✓ Housing affordability
- ✓ Coachella’s desert climate leads to frequent days above 100 degrees with intense sunlight, making alternative forms of transport less appealing
- ✓ Funding is challenging
- ✓ Unable to sustain more services
- ✓ Maintenance of new infrastructure is a concern
- ✓ More open space and amenities but fear won’t be able to maintain any of those improvements
- ✓ Despite a number of well-loved parks, the City is park poor and many areas lack convenient access to recreational facilities



The Blue Zones Built Environment team identified additional challenges, as well:

HOUSING: With more housing, there is greater demand on City services. Private developers are driving the market and building new homes, with more planned. Some of these efforts include affordable housing. The City coordinates closely with the County Housing Authority on all affordable housing efforts; and while needed, the multifamily low-income housing in the downtown is rental only. This is a broader challenge to provide housing that can build wealth creation.

SAFER STREETS: As identified throughout Riverside County, the default typical street section is 5 lanes for vehicle travel, with overly wide lane widths. Street design standards should be changed in order to better support desired surrounding land uses, the safety of all road users and to retain a neighborhood feel. While there has been significant investment to improve safety and walkability in Coachella, a broader application to the entire street network is needed to effect change for a safer and more people focused built environment.

Neighborhood collectors and residential street width standards, in particular, need to be reduced and the pavement reallocated. Avenue 51, as an example, could be improved with protected pedestrian refuge in median islands for safer crossings at uncontrolled intersections and mid-block, reducing the number of travel lanes and lane widths, and tighter radii corners at intersections. These changes improve safety for walking or biking by encouraging reduced travel speeds through built environment improvements that are people focused.

Opportunities

Building from these assets, Coachella is teeming with opportunities to increase well-being. During our focus group meetings, we heard from participants on several opportunities. This includes:



- ✓ Safe routes to school efforts
- ✓ Want more open space and amenities but fear that they won't be able to maintain any of those improvements
- ✓ Introduce a Ciclovía, a car-free festival (see Muevete en Bici - Mexico City)
- ✓ Coachella can improve their bike infrastructure – there's good potential, including connections to nearby communities
- ✓ Can solar panels be a thing?
- ✓ There could be a focus on food – to become a gastronomical destination – there are opportunities for new revenue streams
- ✓ Need to build anti-displacement measures
- ✓ Coachella's transit infrastructure is lacking compared to communities in East Coachella Valley (e.g. Palm Springs)
- ✓ Different in the next five years with the rise of electric bikes?
- ✓ Excitement at the prospect of the Coachella Valley-San Geronio Pass which would link Coachella to Downtown Los Angeles.
- ✓ Installing a transportation center/hub
- ✓ County Housing Authority – City coordinates with them on all affordable housing efforts
- ✓ Health and Wellness elements in the City's General Plan

CYCLING INFRASTRUCTURE: The community is propelling the desire for more protected bicycle facilities and paired with the CV Link and successful downtown investment, there are additional quick methods for implementing bicycle facilities. Updated lane striping on existing pavement on key corridors to reallocate pavement for connectivity from residential to destinations is one of the easiest methods. A minimum width of bicycle lane standard and the practice of using average daily trip data to inform the number of travel lanes can be established. The threshold for a lane reduction from 5 to 3 lanes is typically less than 20,000 to 22,000 vehicle trips per day. Residential streets should also be designed for less than 25 mph with less pavement width. This approach has multiple benefits: less maintenance costs, more land for housing, slower traffic speeds for safer streets, and less need for enforcement.

HOUSING: With over half the land area undeveloped, Coachella has a unique moment-in-time-opportunity to address housing based on local values. To help residents build wealth and incorporate supportive anti-displacement measures, entry level price points for greater homeownership can be more readily achieved with a variety of housing types. Allowing for a variety of housing options also contributes to improved walkability. “Missing middle” housing types such as: accessory dwelling units (ADUs), duplex, triplex, four squares, garden apartments and townhomes should be allowed, in emerging and existing neighborhoods. The City can encourage and incentivize this type of development with streamlined permitting and “off the shelf” design plans to better guide development and

manage growth for a more economically stable, sustainable and resilient community. Broader policy could “masterplan” the city to set expectations for developers with an urban design and transportation network. An innovative approach example is Baldwin Park in Orlando, Florida, that redeveloped an 1,100 acre former Naval Base.



WELLNESS HUB: The City of Coachella is using ARPA funding and other sources to address accessibility and availability of park space and recreation activities, including development of a wellness hub concept. Known as Central Park, this community driven project will include an “inclusive playground with shade, a splash pad, a multi-purpose pavillion with restrooms, a walking path, botanical/community garden” built with CPTED principals to provide direct lines of sight. While the City is pursuing creative sources of funding whose missions align with this concept, such as an \$8.45 million grant from the Statewide Park Development and Community Revitalization Program (SPP), the City should work to ensure accessibility to surrounding developments and beyond through enhancing alternative transportation options and expansion of bike lanes. This is the type of catalyst project that could improve the well-being of entire families and provide a social gathering space.

CAPITALIZE ON CITY INVESTMENTS: In recent years Coachella has invested tens of millions of dollars into its Downtown, which is starting to attract private development in and around the Downtown core. Numerous apartment buildings are in the pipeline in and around the Downtown core which will help animate streets, support independent retail and services, and catalyze more development. Coachella should continue efforts to incentivize development downtown and make it an in demand destination to live, work, and play.



CLIMATE ADAPTATIONS: Coachella should incorporate green infrastructure such as green roofs, walls, rain gardens, and tree planting initiatives to increase sustainability, reduce car dependence, and mitigate the urban heat island effect. In addition, Coachella can also consider installing shade structures and mature, native trees along bike lanes to provide protection from the intense desert sun, encouraging more people to cycle instead of drive. These shade structures can also incorporate solar panels to generate renewable energy and further increase the city’s sustainability.

Readiness

A first step after Blue Zones is invited into a community is to assess readiness. This is an essential step as a number of communities are interested in transformation to enable “making the healthy choice the easy choice.” Specific to our four policy areas, we seek to answer the following questions:

- ?

Does the **political leadership** of the jurisdiction have a strong willingness to support Blue Zones efforts?
- ?

Are the city’s/region’s **decision-makers** on board to change (some) jurisdictional policies and processes to support a Blue Zones project?
- ?

Are **community groups** excited about the possibility of a Blue Zones project and on board to partner and collaborate to move a Blue Zone project forward?
- ?

Are other **community influencers** excited about the potential and willing to support our work?



Acknowledgements

NAME	ORGANIZATION
Adrian Moreno	City Associate Planner, City of Coachella
Andrew Simmons	City Engineer, City of Coachella
Castulo Estrada	Water and Sewer, City of Coachella
Daisy Ramirez	Health Education Assistant II, RUHS Public Health
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Fernando Heredia	Deacon, Our Lady of Soledad Parish
Gabriel Martin	City Manager, City of Coachella

NAME	ORGANIZATION
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Miguel Vazquez	Health Equity Urban and Regional Planner, RUHS Public Health
Phoebe Seaton	Leadership Counsel for Justice and Accountability
Stan McNaughton	KPC Development

Blue Zones Built Environment Policy Menu

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

— Creating or changing legally binding standards, rules, or laws, such as zoning codes, ordinances, permitting, or licensing standards.

★

NON-REGULATORY

— Creating or changing programs, guidance, or education efforts.

GOAL: PROMOTE NATURAL MOVEMENT			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
PRIORITIZE WALKING FOR EVERYONE	<div>★</div>	M	Adopt or amend complete streets policies to direct specific changes to the design of streets (such as those identified below). For communities without a complete streets policy, adopt one that identifies relevant changes (such as those listed below) and establishes prioritized schedules for implementing those changes.
	<div>★</div>	M	Identify critical walking/biking routes in local communities (especially those that connect key community assets such as schools, parks, libraries, and other civic institutions) and schedule capital improvements to complete missing or insufficient sidewalks or paths.
	<div>★</div>	M	Create a program to place, establish, and maintain street trees in neighborhoods with inadequate tree canopy.

GOAL: PROMOTE NATURAL MOVEMENT													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
2	"The first goal for the circulation element of Coachella's master plan is Complete Streets. Moreover, the Plan Includes Cross-Sections of Streets That Incorporate Complete Streets Elements. The implementation steps for the General Plan include developing a complete streets manual. (See ""05 - Circulation Element (coachella.org),""" on pages 05-5 and 05-7; ""02 - Vision + Guiding Principles (coachella.org),""" on pages 02-9 and 02-11, and ""12 - Implementation Actions (coachella.org),""" on page 12-4.) "	X							X		X		
2	The city has a report that includes maps of dangerous intersections, existing and proposed bicycle routes, and other improvements. The same document also includes a section on Safe Routes to School. (See "City of Coachella, California Active Transportation Plan - Transpo Group (usgovcloudapi.net).	X					X	X	X			X	
2	There is a street tree ordinance, but it has no such requirement. (See "Chapter 12.24 - Street Trees.") Street trees are required in the planned development District and in the R-S Residential Single-Family Zone. (See "17.38.030 - Design guidelines" and "17.16.030 - Property development standards.")The city did in urban greening project in the Pueblo Viejo downtown district. (See "Coachella to Celebrate New Urban Greening and Conductivity Project - NBC 36 News Palm Springs" and "Urban Greening Grant Program - California Natural Resources Agency.")	X			X		X	X	X			X	X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: PROMOTE NATURAL MOVEMENT			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
PRIORITIZE WALKING FOR EVERYONE	★	L	Evaluate the need for traffic calming, reduced travel lane width or number, and reduced pedestrian crossings along critical walking/ biking routes, and provide timely capital improvements to implement findings.
	★	M	Adopt tactical urbanism strategies to demonstrate easily implementable streetscape changes.
	★	S	Require wide sidewalks in commercial areas and places where multi-unit housing and townhouses are prevalent.
	★	M	Limit the number and width of curb cuts to preserve continuous and safe sidewalks.
	★	L	Remove bans on on-street (parallel) parking on local and collector streets, and on arterials where possible, to help slow traffic and to protect sidewalk users from moving vehicles.
	★	S	Train key staff, administrators, partners, and consultants on the importance of implementation measures for complete streets.

GOAL: PROMOTE NATURAL MOVEMENT													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations
1	Traffic calming is the number two goal in the circulation element of its master plan, and it is also mentioned in the noise element. (See "Slideshow for the Pueblo Viejo Implementation Strategy Plan," Page 05-9;" and "10 - Noise (coachella.org)," page 10-1.) Many of the elements mentioned in the slideshow were completed around the Coachella Veterans Memorial Park and along 6th Street. Looking at cool images, prompted by a Google Street view search, the area around the new Department of Public Social Services building has bulbs and other elements common in traffic calming.	X					X	X				X	
3	Not found.	X							X		X		
2	The standard specifications for the city require that commercial sidewalks be as wide as the parkway, which however, vary in width. (See "Standard Specifications – Public Works" on page 18.)	X							X		X		
3	Not found.	X							X		X		
2	The city's Pueblo Viejo Revitalization Plan places parking between pedestrians and traffic. It is diagonal parking, however. (See ""Pueblo Viejo District Plans Coachella, CA" and "City of Coachella Pueblo Viejo Revitalization Plan: Section II Vision Plan (coachella.org).")	X	X						X		X		
2	As noted at top, one of the implementation steps for the General Plan is to make a complete streets manual. However, nothing indicating actual training sessions was found.	X			X				X			X	X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: PROMOTE NATURAL MOVEMENT			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
MAKE IT EASIER TO WALK TO SCHOOL	★	M	Create a Safe Routes to School Plan that sets priorities for the most important improvements.
	★	M	Implement the Safe Routes to School Plan through capital improvements.
	★	L	Maintain, renovate, and create new neighborhood schools; avoid relocating existing schools to non-walkable locations.
MAKE THE WALK WELCOMING AND COMFORTABLE	★	M	Amend zoning regulations to better support the "pedestrian realm" by requiring buildings to be located close to the sidewalk, with sidewalk-facing entries and windows.
	★	M	Create or update street design standards that prioritizes pedestrians and increases pedestrian safety.
	★	S	Require street trees be planted when properties are developed or redeveloped.
	★	L	Allow awnings and canopies over public sidewalks to provide shade and rain protection for pedestrians.
	★	S	Require pedestrian-scaled lighting be provided along sidewalks when commercial or multi-unit properties are developed or redeveloped.
	★	S	Require street furniture such as trash and recycling receptacles, bike racks, and benches in commercial areas when properties are developed or redeveloped.
	★	L	Create physical buffers between pedestrians and moving cars, using features such as curb extensions, street trees, street furniture, street-level stormwater management, and on-street parking.

GOAL: PROMOTE NATURAL MOVEMENT														
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
1	The Coachella Valley Unified School District has a Safe Routes to School Program.	X							X		X			
1	1. The website for the city’s capital improvement projects mentions that the safe Routes to school program spent \$1 million in 2018. (See "Capital Improvement Program (coachella.org).") It seems to have been a one time project	X							X				X	
3	Not found.	X				X			X				X	X
3	Not found except in the Pueblo Viejo district planning considers it. (See "Pueblo Viejo District Plans Coachella, CA" and "City of Coachella Pueblo Viejo Revitalization Plan: Section II Vision Plan (coachella.org).")	X							X		X			
2	The city seems to have considered this, but has not yet fully embodied it in policy. The general plan, considers complete streets important. The plan for the Pueblo Viejo area, incorporates such standards. However, these are not found in the general standards for streets.	X	X				X	X	X		X			
3	Not found.	X							X		X			
3	The planning director can require street trees, but this is not explicit in the subdivision regulations. (See "§ 16.28.150 Minimum requirements," at G.)	X							X		X			
3	According to the standard specifications, ornamental lighting can be allowed, but is not required.	X							X		X			
3	Not found.	X							X		X			
2	The city seems to incorporate when it redevelops in the Pueblo Viejo district, but not much elsewhere. See "Traffic calming is the number two goal..., " above.	X							X				X	

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: PROMOTE NATURAL MOVEMENT			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
SUPPORT MOVEMENT BY BICYCLE	<div>★</div>	M	Create a bicycle master plan to prioritize new bicycle connections between key community assets.
	<div>★</div>	L	Invest in bicycle infrastructure such as separated/protected bike lanes and bike/pedestrian trails.
	<div>★</div>	M	Provide bicycle racks in commercial districts, major workplaces, and near civic institutions.
	<div>★</div>	S	Amend zoning to require a minimum amount of bicycle parking in new developments.
	<div>★</div>	M	Create or enhance community education programs that teach bicycle laws and roadway safety.
EXTEND THE RANGE OF PEOPLE WALKING AND BIKING	<div>★</div>	M	Create or enhance transit based on community size, e.g., commuter or other van service, express bus, or on-demand bus or van service.
	<div>★</div>	L	Establish a publicly-accessible circulator, especially in places without transit service.

GOAL: PROMOTE NATURAL MOVEMENT													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations
1	The Active Transportation Plan seems to be this document. (See "City of Coachella, California Active Transportation Plan – Transpo Group (usgovcloudapi.net).") See also "The city has a report that includes maps of dangerous intersections..., " above.	X						X		X			
3	The 2021-22 budget included two bicycle facilities improvements, but they were for bicycle lanes on two widening projects. (See "City of Coachella California Budget – Fiscal Year 2021-2022 (coachella.org).") However, the city seems to be due some funds under a state grant. (See "Clean California: \$8M for Coachella Valley bike paths, sidewalks (desertsun.com).")	X						X				X	
2	These can be found in the Pueblo Viejo district.	X						X				X	
2	There is a transportation demand management program that is sometimes required. It can require bicycle parking. (See "Chapter 12.40 - Transportation Demand Management Program" and "§ 12.40.050 - Minimum standards.")	X						X		X			
2	As noted above at "The Coachella Valley Unified School District has a Safe Routes To School Program..., " The Safe Routes to School Program include some safety training.	X			X			X				X	X
3	Although the system is fairly minimal in the city of Coachella, a number of lines converge in Pueblo Viejo. There does not seem to be a peak of density anywhere in the area, although, this is certainly the center of the community.Otherwise, the main line is along Cesar Chavez Street. (See "Sunline System Map.")	X	X					X	X			X	X
3	There is no circulator.	X	X		X	X		X	X			X	X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

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NON-REGULATORY

GOAL: PROMOTE NATURAL MOVEMENT			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
EXTEND THE RANGE OF PEOPLE WALKING AND BIKING	<div>★</div>	L	Provide more frequent transit service, especially in underserved areas.
	<div>★</div>	M	Provide all-weather shelters at bus stops.
	<div>★</div>	S	Provide bicycle racks on all buses.
	<div>★</div>	M	Amend regulations that block micro-mobility options on public streets.
	<div>★</div>	S	Establish a mobility education program focused on safety for users and nonusers.
CREATE PARK-ONCE ENVIRONMENTS	<div>★</div>	M	Amend zoning to locate parking for enhanced walkability, such as prohibiting parking between the front of buildings and the sidewalk.
	<div>★</div>	M	Add on-street parking spaces that can be shared throughout the day; this can sometimes be accomplished through lane reduction and restriping.
	<div>★</div>	S	Amend zoning to allow off-site and shared parking, instead of requiring all parking to be on-site.
	<div>★</div>	XL	Establish a parking management district to coordinate shared parking (instead of requiring a set number of parking spaces for each use at all times).

GOAL: PROMOTE NATURAL MOVEMENT														
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
3	Buses are infrequent. (See "Route 8 Schedule.")	X	X		X	X			X				X	X
3	Some new shelters have been implemented recently.	X	X						X				X	
1	All buses have bike racks.	X	X						X				X	
1	2022 the city Council approved Bird scooters. (See "Coachella unveiled Bird scooters on Thursday - The Desert Sun.")	X							X		X			
3	Not found.	X	X		X				X				X	X
3	Not found, except that the Pueblo Viejo district planning considers it. (See "Pueblo Viejo District Plans Coachella, CA" and "City of Coachella Pueblo Viejo Revitalization Plan: Section II Vision Plan (coachella.org).")	X							X		X			
3	Not found.	X							X				X	
2	Shared parking is permitted with a conditional use permit. (See "17.54.010 - Parking requirements," at G.)	X							X		X			
2	There is a de-facto parking management district. (See "17.54.010 C.1.a. - Parking requirements, exemption near public parking or business within the Sixth Street Downtown Plan.")	X				X	X				X		X	X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

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NON-REGULATORY

GOAL: ENCOURAGE SOCIABLE GATHERING PLACES			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
INCREASE ACCESS TO PARKS AND OTHER RECREATION AREAS	★	L	Provide more playgrounds in neighborhoods parks, especially in underserved areas, using municipal funds or private fundraising efforts.
	★	L	Provide paved walkways and benches in neighborhood parks using municipal funds or private fundraising.
	★	M	Amend school district policy to enable community use of school recreational facilities after hours.
	★	L	Prioritize trail network extensions and crossings in capital improvement programs, especially in underserved areas.
	★	M	Amend existing standards to provide more frequent and smaller parks, e.g., pocket parks, linear parks, neighborhood parks, within neighborhoods (to supplement larger community and regional parks).
	★	M	Create a parks and recreation master plan that evaluates park access and facilities for all neighborhoods.
	★	M	Amend comprehensive plans to identify the need for neighborhood and community parks that support active and passive recreation for all residents.

GOAL: ENCOURAGE SOCIABLE GATHERING PLACES													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
2	Mapping the city's parks with playgrounds, a lot of areas are far from playgrounds. On the other hand, the Tot Lot at Avenue 53 and Calle Empalme is an excellent example of a micro-park.	x			x	x			x			x	x
2	The city incorporates these features.	x			x	x			x			x	x
3	There is supposedly a form on the CVUSD website. (See "Public Forms - 2020 Coachella Valley Unified School District (cvusd.us).")					x			x			x	
2	The city has done planning work, but the city's page about capital improvements only mentions one bike facilities project. The city's 2021-22 budget mentions two bicycle projects and seven sidewalk replacements or constructions; 2020-21 has a bridge and sidewalk extensions around Avenue 50, sidewalks, etc. Most years seem to add something, gradually, but no mention of a network among the projects. Each year, however, does mention that there are funds for pedestrian and bike improvements.	x							x			x	
2	The city is planning "Central Park" on Avenue 52, but no master plan for parks after 2006. (See "City of Coachella, California Parks & Recreation Master Plan - Draft as of 5-3-06.doc.") That plan was only a draft. (Note that Parks and Recreation are mentioned in the general plan, but they do not get their own section/document. See "More than \$25 mil approved to fund parks throughout the Coachella Valley - KESQ.")	x							x		x		
3	Not found.	x							x		x		
	The general plan identifies needs for parks. Calls for a community space fund to gather funds for acquiring and improving parks. It also calls for revising and adopting a Master Parks Plan. (See "12 - Implementation Actions (coachella.org)" on pages 12-8 and 12-9, respectively.)	x							x		x		

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

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REGULATORY

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NON-REGULATORY

GOAL: ENCOURAGE SOCIABLE GATHERING PLACES			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
INCREASE NEIGHBORHOOD SPACES FOR GATHERING	★	S	Amend zoning to allow excess, underutilized parking lots or other spaces to be used for alternative activities such as outdoor dining, farmers' markets, pop-up retail, and similar events.
ENCOURAGE GATHERING WITHIN PUBLIC RIGHTS-OF-WAY	★	S	Amend regulations as needed to allow sidewalk dining.
	★	S	Amend regulations to enable parklets and dining decks in on-street parking spaces.
	★	M	Establish outdoor entertainment districts within defined geographic areas and with specific performance standards (such as limited hours of service and number of drinks allowed).

GOAL: ENCOURAGE SOCIABLE GATHERING PLACES													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
2	The city has an outdoor dining program and an application for it. The file metadata says that it was created in September 2020. No guidelines for outdoor dining requirements. (See "Slideshow for the Pueblo Viejo Implementation Strategy Plan" and "Outdoor dining program forms (usgovcloudapi.net).")	X							X		X		
2	See immediately above.	X							X		X		
3	Not found.	X							X		X		
3	Not found.	X					X				X		

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

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NON-REGULATORY

GOAL: COMPLETE OUR NEIGHBORHOODS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
REMOVE ZONING BARRIERS TO COMPLETE NEIGHBORHOODS	★	M	Ensure that dimensional standards in zoning districts are aligned with existing or desired pattern of buildings.
	★	M	Amend zoning to allow more mixing of uses within zoning districts, both within buildings and by proximity to other buildings.
	★	L	Amend zoning to allow small-scale commercial uses within or along the edge of residential neighborhoods; ensure that on-site parking is not required or is very minimal.
ENABLE NEIGHBORHOOD MAIN STREETS	★	L	Allow on-street parking, especially in and around neighborhood main streets areas.
	★	M	Establish a program to recruit a mix of supportive businesses in neighborhood main streets.
	★	M	Encourage the establishment of new local Main Street programs, e.g., a National Main Street Center program.
	★	L	Designate existing and potential neighborhood main streets in general plans or zoning regulations.
REFORM MUNICIPAL PARKING REGULATIONS	★	L	Reduce or eliminate minimum on-site parking requirements.

GOAL: COMPLETE OUR NEIGHBORHOODS													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
3	Not found.	X							X		X		
3	Not found.	X							X		X		
3	Not found.	X							X		X		
3	On-street parking is part of the Pueblo Viejo plan and it's allowed on a lot of streets, but it is not well supported in the code.	X					X		X		X		
2	A general program to entice businesses to the city exists. (See "Economic Landscape Coachella, CA (vivacoachella.org).")	X			X	X	X		X			X	X
3	Not found.	X			X	X			X			X	X
2	The general plan does this at a high level. It maps numerous "Neighborhood center" areas that would be something like main streets. (See "04 - Land-Use + Community Character (coachella.org)" at page 04-59.)	X							X		X		
3	Found in connection with traffic demand management and density bonus and development incentives. The density bonus and development program incentives can be used to reduce parking permits for affordable and senior housing. (See "Chapter 17.88 - Density Bonus and Development Incentives.")	X							X		X		

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

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NON-REGULATORY

GOAL: COMPLETE OUR NEIGHBORHOODS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
REFORM MUNICIPAL PARKING REGULATIONS	<div>★</div>	M	Require that any on-site parking spaces in walkable areas be placed behind buildings.
	<div>★</div>	M	Allow off-site and shared parking.
	<div>★</div>	M	Provide easily accessible bike parking in high-demand locations.
RETAIN AND RECRUIT CIVIC INSTITUTIONS AND NON-PROFITS	<div>★</div>	M	Establish non-profit hubs in neighborhood main street or other neighborhood-adjacent areas.
	<div>★</div>	L	Establish a community foundation to support local community-focused non-profits.
IMPROVE ACCESS TO EMPLOYMENT	<div>★</div>	M	Amend zoning to allow small-scale manufacturing within neighborhood centers or main streets
	<div>★</div>	L	Incentivize and recruit new businesses within walkable, bikeable, and transit accessible areas.
IMPROVE ACCESS TO RECREATION	<div>★</div>	M	Build parks where they are easily reachable by foot, bike, or transit.
DEVELOP NEIGHBORHOOD PLANS	<div>★</div>	M	Develop master plans for downtown and other neighborhood centers to guide mixed-use infill development and redevelopment.
	<div>★</div>	M	Amend zoning as needed to implement new downtown and neighborhood center plans.
ALIGN PLANNING DOCUMENTS	<div>★</div>	S	Ensure that comprehensive plans include goals and policies on health and equity.

GOAL: COMPLETE OUR NEIGHBORHOODS														
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
2	Not found in code, but the general plan supports it. (See "04 - Land-Use + Community Character (coachella.org).")	X						X		X				
2	Off-site parking is only encouraged in one area. See above at "Although no general policy found, there is a de-facto...."	X						X		X				
3	Not found.	X					X					X		
3	Not found.	X			X	X	X					X	X	
3	Not found.	X			X	X		X					X	
3	Not found.	X					X			X				
3	Not found.	X						X				X		
3	Not found.	X			X	X		X				X	X	
1	The city does this. The Pueblo Viejo plan mentioned several times above is one example. (See "Pueblo Viejo District Plans Coachella, CA" and "Zona Central; Downtown Expansion (coachella.org)" at Figure 9. The other specific plans may do this as well. There is also the general plan's call for planning the neighborhood centers identified in "04 - Land Use + Community Character (coachella.org)."	X					X	X		X				
3	The general plan calls for, or in any case would require, updating zoning throughout.	X					X	X		X				
1	The general plan includes community health and wellness. Moreover, the state requires that both be considered. (See "06 - Community Health + Wellness (coachella.org)."	X							X		X			

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: INCREASE HOUSING OPTIONS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
REDUCE THE COST OF PROVIDING ADDITIONAL HOUSING	★	M	Amend parking requirements to reduce the number of on-site parking spaces required for new housing.
	★	S	Amend parking requirements to allow on-street parking spaces to count towards any on-site parking requirements.
	★	M	Where impact fees exist, reduce or eliminate fees for affordable housing.
	★	M	Where impact fees exist, tier fees by the size and location of new housing units.
	★	S	Amend zoning to remove requirements that each new housing unit be larger than an arbitrary size.
	★	M	Amend ordinances that arbitrarily limit the acceptable composition of a family
	★	L	Amend allowable densities to align with infill housing models (such as missing middle types).

GOAL: INCREASE HOUSING OPTIONS													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
2	The density bonus and development program incentives can be used to reduce parking permits for affordable and senior housing. (See "Chapter 17.88 - Density Bonus and Development Incentives.")	X							X		X		
3	Not found.	X							X		X		
3	Not found.	X							X		X		
3	The impact fee schedule makes no distinction, except between single family and multi-family. (See "Development Impact Fee Schedule.")	X							X		X		
3	Each zone has its own development regulations, so the examples given here are not the only ones. Each of them sets them unit sizes and/or capacity in rooms that may be arbitrarily large by some standards. (§ 17.18.020 - Permitted uses (R-O 6000 zone)" and "§ 17.20.030 - Property development standards (R-M Zone).")	X							X		X		
1	A family is a "...person or persons living together as a single housekeeping unit in a residential building." (See "§ 17.06.070 - Definitions beginning with "F".")	X							X		X		
3	The existing zones are not geared to missing middle densities, although they can be built to some extent. For example, in the R-M Multiple Family Zone, the minimum site area is 10,000 square feet for a building of five units, or one unit per 3,200 square feet per unit on smaller lots. Thus, a 9,999 square foot lot could only have three units, but a 10,000 square foot lot could have five units. This tends to favor building on lots a minimum of about 1/4th acre in size. However, it also means that relatively small tweaks could make missing middle possible. (See "§ 17.20.030 - Property development standards (RM Zone).")	X							X		X		

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

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REGULATORY

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NON-REGULATORY

GOAL: INCREASE HOUSING OPTIONS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
REDUCE THE COST OF PROVIDING ADDITIONAL HOUSING	<div>★</div>	S	Establish a program to reimburse application and review fees for affordable housing.
	<div>★</div>	L	Establish a local affordable housing development non-profit.
	<div>★</div>	M	Establish a community land trust or similar entity, if one does not exist, to provide and manage affordable housing.
	<div>★</div>	L	Encourage area institutions (e.g. hospitals and universities) to provide nearby affordable housing for their staff.
ENABLE AND ENCOURAGE INFILL HOUSING	<div>★</div>	L	Amend zoning to allow missing middle housing in single-family zones.
	<div>★</div>	M	Amend zoning to permit more intensive housing along transit lines (where they exist)
	<div>★</div>	M	Amend zoning to reduce maximum lot coverage caps to block infill housing.
	<div>★</div>	S	Amend zoning to allow residential uses in commercial zones.

GOAL: INCREASE HOUSING OPTIONS													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
2	This can be done with the density bonus.	X							X			X	
2	The Riverside Housing Development Corporation is active in the county, as is the Coachella Valley Housing Coalition. (See "Affordable Housing in the Inland Empire - RHDC (rhdcca.org)" and "Affordable Housing Development Organization - Coachella Valley Housing Coalition (cvhc.org).")	X			X				X			X	X
1	There is a new one: the Inland Equity Community Land Trust. (See "Inland Equity Community Land Trust" and "Home Housing Authority of the County of Riverside (harivco.org).")	X			X				X			X	X
3	Not found.	X			X	X			X			X	X
3	Not found.	X							X		X		
3	Not found.	X							X		X		
3	Not found.	X							X		X		

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: INCREASE HOUSING OPTIONS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
ENABLE AND ENCOURAGE INFILL HOUSING	<div>★</div>	L	Provide streamlined review processes for small-scale infill housing, such as making site-plan review an administrative rather than a discretionary process.
	<div>★</div>	S	Schedule an Incremental Development training session for potential local developers to facilitate small scale infill housing.
ENABLE AND ENCOURAGE ACCESSORY DWELLING UNITS	<div>★</div>	S	Amend zoning to allow accessory dwellings on residential lots, within existing buildings or as accessory buildings, including the following regulatory elements.
	<div>★</div>	S	Amend zoning for accessory apartments to eliminate size caps that are smaller than 600 sq.ft. or 50% of the primary dwelling unit size, whichever is greater.
	<div>★</div>	S	Amend zoning that requires owner-occupancy for the principal or accessory unit.
	<div>★</div>	S	Amend zoning to remove parking requirements for accessory dwelling units.
	<div>★</div>	S	Provide training and assistance for homeowners in creating accessory dwelling units.
ALIGN COMMUNITY'S PLANNING DOCUMENTS	<div>★</div>	M	Ensure that the housing element in a comprehensive plan includes essential goals and strategies to encourage additional housing, such as those listed above.
	<div>★</div>	M	Complete a housing study to analyze and document existing conditions and needs, and describing next steps in creating additional housing.


GOAL: INCREASE HOUSING OPTIONS													
STATUS	Status of strategies: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on it. 3. Locale has not started or has not conceptualized the policy. 4. Locale is prevented from taking action, by e.g. preemption from state.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
3	Not found.	X							X		X		
3	Not found.	X			X	X			X			X	X
1	The state requires cities to permit accessory dwellings. (See "§ 17.60.010 - Property development standards (General)" at H.)	X							X		X		
1	See immediately above.	X							X		X		
1	There is no owner-occupancy requirement for ADUs built after January 1, 2020. (See "§ 17.60.010 - Property development standards (General)" at H.5.f.)	X							X		X		
	No parking is required for accessory dwelling units in some circumstances. (See "§ 17.60.010 - Property development standards (General)" at H.6.g.)	X							X		X		
3	Not found.	X			X	X			X			X	X
1	The housing element does. (See "11 - Housing (coachella.org).")	X							X		X		
1	The housing element did so. (See "11 - Housing (coachella.org).")	X	X						X	X		X	



COACHELLA

Food Environment

The food system includes all the components and activities associated with growing, handling, packaging, distributing, getting, making, and eating food. These elements are supported and shaped by policies and systems that ultimately result in the design of a community’s food environment, which encompasses the availability of healthy and unhealthy food and beverages in the places we work, live, learn, and play.

-  The extent to which a community’s food system enables people to have easy, reliable access to affordable healthy food is a key predictor of dietary choices and risk for diet-related chronic diseases.

This report is meant to be a snapshot in time for local community policy and well-being. The policy team endeavors to explore all policy work that is underway in the community. This report may not reflect all efforts in which the community is engaged.

Introduction

The well-planned City of Coachella features a charming, historic downtown replete with locally owned Mexican grocery stores and a busier, lengthy commercial corridor with small and large food retailers and numerous types of restaurants. The downtown is surrounded by residential neighborhoods of various economic strata that eventually shift into newer, more affluent housing developments and extensive agricultural production on the outskirts of town.

With a strong historical and contemporary connection to agriculture, Coachella was a key locus for farmworker labor organizing led by Cesar Chavez and remains a population center for a large Latino agricultural workforce. The cultural and economic reality of agricultural labor is essential to Coachella’s past and current community identity. The jurisdictional footprints of the city and Riverside County share a geography with multiple sovereign tribal nations. The confluence of these factors forge unique and intriguing opportunities for Coachella’s food future.



These assets are offset by numerous challenges, which include higher than average rates of food insecurity and diet-related diseases. California’s current cost-of-living squeezes household budgets that must be stretched to meet basic needs. High need, combined with an overall lack of adequate resources to address them and to invest in innovative new strategies, strains existing systems. It is important to state that many of the diet-related health issues faced by Coachella residents are a result of the structural inequities and economic conditions they face as an immigrant labor force working physically demanding jobs with low pay and long hours.

Coachella’s food environment assessment was completed through background research, a site visit, and interviews with local leaders. Led by the Blue Zones Food environment Team, this process engaged key food and agriculture stakeholders and included windshield and walking tours; visual inventories of food-related assets; and a scan of relevant food-related policies. The food environment assessment is a means to evaluate community readiness to enhance well-being by increasing access to healthy food and beverages and decreasing access to unhealthy food and beverages in the places people spend their time. This report synthesizes core findings, related next steps, and perspectives on the state of Coachella’s food system and is designed to provide useful information to community leaders and interested stakeholders.

Blue Zones Food environment Goals

Enjoying a nutritious diet daily, combined with social connection, and a sense of purpose are fundamental components of the healthy, active Blue Zones lifestyle. In the context of food, this means the community where we live and the environments where we spend most of our time offer affordable, culturally relevant, nourishing dietary choices and the opportunity to relax and enjoy our meals in the fellowship of others. It also means our local food system fosters a vibrant, healthy local food culture; access to nutritious options in the places we spend time; community food assets and infrastructure that promote local agriculture and healthy options; and the development of healthy food skills across the lifespan. Policy and systems changes, combined with shifts to community infrastructure, are proven ways to move the dial on health outcomes. Each of the core Blue Zones food environment aims are described below.

MAKE HEALTHY FOOD ACCESSIBLE AND AFFORDABLE FOR EVERYONE: Increase participation in healthy food programs; ensure children have enough healthy food to eat; and foster healthy hunger relief programs to ensure that all residents have easy access to healthy food.

BUILD FOOD SKILLS: Prioritize education on how to grow and cook healthy food and foster opportunities for families to eat together. Strengthening people’s food skills can equip them with the knowledge they need to select and prepare healthy food, improving the nutritional quality of their daily food choices.

INCREASE HEALTHY FOOD ENVIRONMENTS: Ensure healthy options and habits for young children, children in K-12 environments, and on college campuses; increase healthy eating behaviors in hospitals and public institutions; and promote healthy options and habits for everyone. Making the healthy choice the easy choice in the places people spend time will increase consumption of nutritious items and decrease consumption of unhealthy items.



Activate Riverside County - City of Coachella Assessment Report



Activate Riverside County - City of Coachella Assessment Report

GROW LONG-TERM COMMUNITY HEALTH: Establish lasting leadership on food issues for the community; build a base of resources to keep children healthy; and make healthy grocery access easy for everyone. Ongoing, thoughtful planning around food, health, and agriculture with consistent relevant resource support creates healthy choice options in a community.

GROW THE LOCAL FOOD SUPPLY: Use public land and planning to enable food production by local residents; care for natural resources needed to grow food; and support area farmers and food enterprises to raise and sell food for local markets. Creating and sustaining a community’s infrastructure around food production and food and farm enterprises fosters a dynamic food culture; galvanizes the local economy; and fosters community food self-sufficiency.

The Blue Zones Food Policy Menu identifies specific strategies that can help achieve the above goals. Coachella’s food environment assessment focused on determining the extent to which the City has pursued strategies contained in the policy menu, within the geographic focus area.

Strengths

Across the community anchor institutions and systems in Coachella, there is a high degree of engagement and support to respond to and innovate around food-related issues. The City Council is highly involved and open to innovation, as is the School District. Game-changing statewide legislation around micro-enterprise home kitchens originated here. New agricultural assets that focus on the local community, combined with other plans afoot for food skills development show real promise. There are numerous resources to foster a vibrant local food culture, healthy food skills and food environments, and a robust community food infrastructure. Key assets include:

NEW AND EMERGING FOOD ASSETS: On the edge of town, across from Coachella’s High School, the Augustine Band of Cahuilla Indians recently opened the 50-acre Temalpakh Farm. This multi-faceted agricultural enterprise raises an array of organically grown fruits and vegetables, which they sell through individual subscriptions for weekly boxes (CSA share); wholesale accounts; and an on-farm indoor market that includes a smoothie bar. An adjacent classroom space, combined with an array of outdoor seating areas, offers an opportunity for groups to learn more about agriculture, tribal presence in the region, and healthy eating. While the surrounding community may not fully realize it, the Tribe has built an incredible asset that not only is a new source of affordable, healthy, locally grown food, but is also a food hub. At present, they are aggregating, processing, and distributing food grown onsite.

Immediately across the road from Temalpakh Farm’s front gate, a small number of livestock are sheltered in covered pens – part of the high school’s agricultural education program. Behind the animals lies a large, open tract of land. In coming years, this acreage will become the District’s state of the art Agricultural and Natural Resources Academy. The facilities will feature a section for farm animals, a greenhouse, and two plots for seasonal and long-term crops production. These plots will include a vineyard, orchards, date palm groves, vertical production, spaces for large scale composting and vermiculture, and more.

Both of these significant investments provide long-term growth opportunities for Coachella’s local food system. The thought leadership and associated investment of the Tribe, combined with the School District’s commitment to train a next generation of agricultural professionals show true vision and innovation.



A ROBUST INFRASTRUCTURE OF CULTURALLY FOCUSED

FOOD RETAIL: Coachella offers an array of culturally familiar food retail options across the community that offer an abundance of healthy options. City staff note that large grocery retailers may not best serve their community; smaller, locally owned stores seem to work better in Coachella. Many “food desert” studies miss these important markets.

Numerous, locally owned carnicerias and other small Mexican markets offer abundant dried, fresh, and frozen produce, beans, whole grains, and grain based products for home cooks, as well as prepared items. While there are unhealthy foods and beverages sold in these outlets, they are well stocked with healthy items. Larger Mexican grocery outlets also line the main commercial corridor downtown, including Rancho Grande and Cardenas markets.

Throughout the community, one can also find small vendors selling fresh fruits and prepared foods at intersections and larger farm stands. Just across the city limits in Indio, the beloved L&G Desert Store offers just-picked, locally grown, high quality produce, a variety of other groceries, and numerous prepared food items, many of which are healthy.



GARDENS GALORE: Many Coachella residents are extremely skilled at growing food and have an active interest in home gardening. There are multiple community gardens in Coachella, including two community gardens with multiple raised beds located in affordable family housing sites that are managed by the City. By local ordinance, food gardens and orchards are permitted as incidental uses, but chickens and beekeeping are only permitted in agricultural and agricultural transition zones.

The City’s current General Plan also features important content relevant to food production, expressing support for creating further opportunities to grow more food. The Agriculture Element of the plan defines how to preserve important agricultural land. The Plan’s chapter, “Community Health and Wellness” stipulates: “Neighborhoods will provide opportunities for residents to improve their physical and mental health while meeting daily needs – walking to the store, meeting friends, bicycling to school, taking transit to work and having access to nutritious and affordable food that can be purchased or grown in the neighborhood.”



COMPREHENSIVE RESPONSE TO FOOD

INSECURITY: Many Coachella residents struggle to meet basic needs, including the ability to pay for food. Food insecurity rates are higher than average. The hunger relief system is well integrated and offers an array of ways that people in need can get culturally familiar, healthy food. CalFresh and WIC programs provide important resources to purchase food. Locally administered hunger relief programs reach farmworkers at their employer farms, as well as through a network of food pantries in town located in churches, schools, and social service providers. Hidden Harvest is a local non-profit organization that rescues produce via gleaning from local large agricultural producers and redistributes this healthy food through the hunger relief system.

Challenges



There are several challenges that could prevent or hinder Coachella from maximizing or fully capitalizing on opportunities. These include:

FOOD IS EXPENSIVE: Poverty is a core challenge for Coachella residents and plays an instrumental role in peoples’ access to healthy food and their risk for diet-related chronic diseases. Many Coachella residents are low income, which limits their ability to purchase healthy options. Fresh produce is viewed as particularly costly, which means people are putting their food dollars toward items that go the farthest in terms of filling stomachs for the lowest price. Often, the cheapest items are highly processed and least nutritious. Put another way, there is a high rate of food insecurity in Coachella. While many programs and people work mightily to close the missing meals gap and provide as much healthy, culturally relevant food as possible, there is still more to do.

BIG IDEAS, FEW RESOURCES: There is no shortage of well thought out and carefully planned ideas to undertake food-focused community well-being and local food environment initiatives. Resources are the issue. Coachella needs an infusion of investment and support to undertake these ambitious concepts, respond to opportunities, and implement needed healthy eating efforts.

Opportunities

ALIGNING AND COORDINATING COACHELLA’S FOOD SYSTEM LEADERS: Coachella would benefit from more strategic alignment and formalization of networks among key food environment players and resources. Establishing a local food policy council and involving representation from key systems and food environment sectors (including tribal participation, if interested), can help the community implement innovative food environment development initiatives to create healthier food environments, expand food skills education, and generate supportive infrastructure for the local food system.

HATCHING A COMPREHENSIVE FOOD ENVIRONMENT PLAN: While Coachella has several assets, there is a lot of interest in and opportunities to strengthen the local food system and improve community well-being. A food system’s plan that offers goals, related objectives, and proven strategies across sectors and priorities can help Coachella improve the health of the community and serve as a valuable resource for obtaining resources to execute the plan.



CREATING HEALTHY FOOD POLICIES AT KEY SITES: There is also more that can be done around nutrition and healthy food procurement policies at anchor institutions across the community, including K-12 schools, post-secondary education, the healthcare system, and local units of government. These types of policies will increase farm to institution purchasing; improve the quality of meals; expand support for school gardens and community agricultural activity; reduce access to unhealthy food and beverages; increase access to healthy items; and elicit a comprehensive improvement to many food environments across the community where people spend time every day. There is already groundwork laid in many of these settings, but much more could be accomplished with time, attention, and resources.

GROWING WELL BEING AT AREA SCHOOLS: The School District has a demonstrated track record of food environment work, including farm to school, nutrition education, school gardens, agricultural education programs, and hunger relief work. Yet there is more to be done, in terms of need, interest, opportunity, and innovation. Coachella’s schools would like to take on new initiatives but require more resources and infrastructure to do so, including offering a culinary skills program, growing school garden programs, and increasing farm to school. Limitations of staff and budget are the constraining factors.

There seems to be an opportunity to :

- ✔ Introduce a farmers market
- ✔ Provide outlets / licenses for small scale producers to have farm stands on property.

Readiness

By all reports, key agencies and core players are eager to further develop Coachella’s local food system, with an eye to community well-being and vitality. Individually and collectively, leaders have done a lot of thinking and planning, engaging many stakeholders along the way. There is extensive support from the grassroots and grasstops for community food environment work.



Acknowledgements

Blue Zones acknowledges the following individuals who contributed to Assessment Phase activities.

NAME	ORGANIZATION
Brad Hardison	Master Gardener
Esmerelda Nunez	CalFresh Healthy Living
Gabriel Perez	Development Services Director, City of Coachella
Gurumantra Khalsa	World Be Well
Jasmine Martinez	City of Coachella
Marcus Alonzo	Coachella Valley Unified School District Nutrition Services

Blue Zones Food Environment Policy Menu

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

— Creating or changing legally binding standards, rules, or laws, such as zoning codes, ordinances, permitting, or licensing standards.

★

NON-REGULATORY

— Creating or changing programs, guidance, or education efforts.

GOAL: BUILD FOOD SKILLS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
PRIORITIZE EDUCATION ON HOW TO GROW AND COOK HEALTHY FOOD	<div>★</div>	XL	Require all middle school students to take a course on healthy eating and healthy food preparation
	<div>★</div>	M	Leverage existing youth programs, such as school classes, parks and recreation programs, and other local or regional efforts, to provide culturally responsive, healthy food skills education.
	<div>★</div>	S	Conduct an inventory of existing food skill resources and programs to guide a community-wide strategy.
	<div>★</div>	M	Develop and adopt a comprehensive, community-wide food skill & education strategy.
	<div>★</div>	M	Leverage community and regional organziations, such as non-profit programs, federal and extension nutrition programs, faith based initiatives, to provide culturally responsive, healthy food skills education.
	<div>★</div>	S	Establish a seed give-away program, which may be run through libraries, schools, or local non-profits.
	<div>★</div>	S	Establish a home garden education program.
EATING TOGETHER	<div>★</div>	S	Establish programs that incentivize a shared mealtime day of the week, including a recommendation to eat a plant-slant meal.

GOAL: BUILD FOOD SKILLS													
STATUS	Status of strategies from Policy Scan: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on affecting the policy but could do more. 3. Locale recognizes the need for work on the policy but has not started to work on it. 4. Locale does not recognize this policy as a priority and has no plans to work on it. 5. The scope of this assessment did not ascertain information about the status of this item.	Coachella Policy Scan											
		WHO					WHERE				HOW		
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations Partnerships
2	There is not evidence of a requirement for middle school students. Nutrition education is delivered through Health Education classes. Coachella Valley HS has a culinary curriculum through CTE.					X				X			X
2	Some youth program do have nutrition and food skills education. SNAP-ED is active throughout the county, healthcare offers nutrition classes to patients.	X	X		X	X	X	X	X				X
4	Inventory not identified.	X			X	X			X	X			X
4	This is not happening.	X				X							
2	SNAP ED is active in food skills education throughout the county, including Coachella.				X	X		X	X				X
4	There is not currently a large organized event or location for seed swapping, though the Master Gardeners or some community gardens may do so on a small scale.	X			X	X			X				X
2	There is a robust UC Cooperative Extension Master Gardener program that includes activity in Coachella. The Desert Hortilcultural Society is also engaged in putting on "Coachella Garden Day."	X	X		X	X		X	X				X
5	This is not happening but it is unclear yet if it would be a priority or good community fit.	X			X				X		X		X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: MAKE HEALTHY FOOD ACCESSIBLE AND AFFORDABLE FOR EVERYONE			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
INCREASE PARTICIPATION IN HEALTHY FOOD PROGRAMS	<div>★</div>	M	Include food insecurity screenings at healthcare providers as part of well-baby and regular doctor’s appointments to increase enrollment in free and low-cost hunger relief programs and services.
	<div>★</div>	M	Establish requirements or offer financial incentives for farmers markets, grocery stores, and all other food retailers to accept SNAP and WIC payments.
	<div>★</div>	M	Increase enrollment of eligible childcare providers in USDA’s Child and Adult Care Food Program (CACFP).
	<div>★</div>	M	Establish locally administered food incentive programs, such as market match, Power of Produce, produce prescriptions, and healthy food boxes for seniors from local farms and farmers markets.
	<div>★</div>	L	Amend zoning regulations to prohibit new fast-food restaurants near schools and public playgrounds, and in neighborhoods that are saturated with fast-food restaurants.
	<div>★</div>	M	Establish or expand locally administered food incentive programs for SNAP and/or WIC recipients, such as market match and prescription produce to retailers, such as large and small grocery stores and corner and convenience stores.
GIVE CHILDREN ENOUGH FOOD	<div>★</div>	S	Increase enrollment for eligible K-12 school students in free/reduced school meals programs.
	<div>★</div>	M	Establish universal second chance breakfast at all schools.

GOAL: MAKE HEALTHY FOOD ACCESSIBLE AND AFFORDABLE FOR EVERYONE														
STATUS	Status of strategies from Policy Scan: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on affecting the policy but could do more. 3. Locale recognizes the need for work on the policy but has not started to work on it. 4. Locale does not recognize this policy as a priority and has no plans to work on it. 5. The scope of this assessment did not ascertain information about the status of this item.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
5	No clear indication food insecurity screenings are offered within the various healthcare systems, though many note that reducing food insecurity is part of their community improvement plans.					X				X			X	
4	No clear indication of incentives for retailers or program to do so	X	X						X		X			X
4	There is not evidence this is happening.	X	X			X								X
4	There are no certified farmers markets in the City of Coachella, but there are several in neighboring cities that accept SNAP and WIC and Market Match. There was once a FM that was not successful. City staff are interested in learning more about what could be successful in Coachella.					X	X		X				X	
4	No evidence of this policy	X	X				X							
5	There are no retail locations that accept Market Match in Coachella, but this may be due to state limitations with the program.					X			X					X
1	California recently passed legislation that will provide free school breakfast and lunch to all CA children.					X				X			X	
5	Many schools offer second chance breakfast, and it is specifically mentioned as a priority in the student wellness policy.					X				X			X	

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: MAKE HEALTHY FOOD ACCESSIBLE AND AFFORDABLE FOR EVERYONE			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
GIVE CHILDREN ENOUGH FOOD	<div>★</div>	M	Expand participation in USDA summer meals programs for eligible children.
	<div>★</div>	S	Support a food backpack program for children that align with BZ nutrition guidelines.
PRIORITIZE HEALTHY HUNGER RELIEF PROGRAMS	<div>★</div>	M	Adopt food pantry and food bank policies geared to healthy items, such as fresh produce, beans, and whole grains, and limit donations of unhealthy processed food and beverages.
	<div>★</div>	M	Develop food rescue initiatives with area food retailers to accept donations of healthy, surplus food for hunger relief system.
	<div>★</div>	L	Develop mobile food delivery infrastructure for communities with limited access to healthy food.
	<div>★</div>	S	Create a food pantry on college campuses that features healthy options.

GOAL: MAKE HEALTHY FOOD ACCESSIBLE AND AFFORDABLE FOR EVERYONE														
STATUS	Status of strategies from Policy Scan: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on affecting the policy but could do more. 3. Locale recognizes the need for work on the policy but has not started to work on it. 4. Locale does not recognize this policy as a priority and has no plans to work on it. 5. The scope of this assessment did not ascertain information about the status of this item.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
2	Coachella Valley Unified School District works with a number of partners to provide summer meals				X				X			X		
2	United Way Inland SoCal runs a backpack program that served 2,000 homeless or very low income youth in the past year. There is no indication that the program has nutritional guidelines. The Feeding America Riverside San Bernardino and Riverside Food Bank Distributions does drive-through food distributions for parents of school children at school sites, consistently in the same locations with routine distribution schedules. NOTE: Desert Sands District elementary schools have 31 of 33 elementary schools providing suppers M-F.				X	X	X						X	
4	There is not evidence this is happening.				X		X		X			X	X	
2	The Feeding America Riverside San Bernardino and Riverside Food Bank has a robust grocery rescue program that includes sites in Coachella				X				X			X	X	
2	The Feeding America Riverside San Bernardino and Riverside Food Bank has a mobile pantry program serving more rural areas that does come to Coachella, serving about 250 families per month. They are looking to expand this program in the future. In the urban areas, mobile grocery services do accept SNAP and WIC.				X				X			X	X	
2	The Feeding America Riverside San Bernardino Food Bank has a program that works with campus partners to provide food for campus food pantries. It is unclear if there are nutritional guidelines.					X	X					X		

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: INCREASE HEALTHY FOOD ENVIRONMENTS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
ENSURE HEALTHY OPTIONS AND HABITS FOR YOUNG CHILDREN	<div>★</div>	L	Expand childcare licensing regulations to include wellness requirements around healthy snacks and meals, plant slant options, and beverages that align with Blue Zones nutrition standards.
	<div>★</div>	M	If changing licensing requirements isn't an option, create voluntary well-being policies around healthy snacks, meals, and beverages that align with Blue Zone nutrician standards.
ENSURE HEALTHY OPTIONS AND HABITS FOR CHILDREN IN K-12 ENVIRONMENTS	<div>★</div>	M	Adopt nutrition standards that align with Blue Zone nutrition guidelines for food and beverages everhwere students consume food, such as after school program, in the lunchroom, classroom, vending machines, concession and other areas where students may consume food or beverages.
	<div>★</div>	M	Establish policies around merchandising, display, and verbal and behavioral prompts that encourage healthy eating.
	<div>★</div>	S	Establish a school garden education program.
INCREASE HEALTHY EATING BEHAVIORS AND HABITS ON CAMPUS OF HIGHER LEARNING	<div>★</div>	M	Set guidelines for nutrition and local procurement practices for all foodservice and vending contracts in all places where students learn.
	<div>★</div>	M	Establish local food procurement standards for learning campuses, using Blue Zones nutrition guidelines to guide food procurement and preparation.
INCREASE HEALTHY EATING BEHAVIORS IN HOSPITALS	<div>★</div>	M	Adopt CDC recommendations for healthy hospital foods served to patients and within the cafeteria and vending machines that align with BZ nutrition standards.
	<div>★</div>	S	Establish programs to promote breastfeeding for new mothers.

GOAL: INCREASE HEALTHY FOOD ENVIRONMENTS														
STATUS	Status of strategies from Policy Scan: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on affecting the policy but could do more. 3. Locale recognizes the need for work on the policy but has not started to work on it. 4. Locale does not recognize this policy as a priority and has no plans to work on it. 5. The scope of this assessment did not ascertain information about the status of this item.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
4	There is not evidence this is happening	X						X		X				
4	There is not evidence this is happening				X	X						X		
2	The school wellness policy has some nutrition standards but could be more robust.					X			X			X		
4	There is not evidence of this at a policy level.				X		X					X		
2	There are school gardens in several schools but they need more support.	X	X			X								
5	Procurement and vending contract review was outside of the scope of this assessment.					X	X					X		
5	Procurement and vending contract review was outside of the scope of this assessment.					X			X			X		
2	The Desert Healthcare District is recognized for its efforts to have a Healthy Cafeteria and patient meals					X	X					X		
2	There are some breastfeeding programs, though there is advocacy for hospitals and employers to do more.	X	X		X	X		X				X	X	

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: INCREASE HEALTHY FOOD ENVIRONMENTS			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
INCREASE HEALTHY EATING BEHAVIORS IN HOSPITALS	★	M	Implement 'baby friendly hospital' policies and procedures.
	★	M	Establish local food procurement standards, using Blue Zones nutrition guidelines to guide food procurement and preparation.
INCREASE HEALTHY EATING BEHAVIORS IN PUBLIC FACILITIES	★	L	Enact nutrition policy that aligns with BZ nutrition guidelines and applies to all food and beverages purchased by a local government.
	★	M	Establish local food procurement standards, using Good Food Purchasing Practices and BZ nutrition guidelines to guide food procurement and preparation in publicly managed facilities.
PROMOTE HEALTHY OPTIONS AND HABITS FOR EVERYONE	★	M	Adopt a "Healthy Corner Store" policy to require/encourage corner stores to offer healthy food and beverage options, decrease unhealthy food advertising, adjust floor plans to encourage healthier eating choices.
	★		
PROMOTE HEALTHY OPTIONS AND HABITS FOR EVERYONE	★	M	Establish farm to institution program, everywhere children and young adults learn and eat, using Good Food Purchasing Practices and Blue Zones nutrition guidelines to guide food procurement and preparation.
	★	S	Encourage businesses and institutions to provide private, convenient, and clean spaces for breastfeeding.
	★	S	Create nudges to increase consumption of healthy options by students, including marketing, merchandising and display, and verbal and behavioral prompts.
	★	L	Prohibit the sales of energy drinks to minors.
	★	S	Establish pricing incentives for food and beverages sold in vending machines, where healthier options are priced more affordably than unhealthy options, accompanied by marketing that prompts healthy choices.

GOAL: INCREASE HEALTHY FOOD ENVIRONMENTS														
STATUS	Status of strategies from Policy Scan: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on affecting the policy but could do more. 3. Locale recognizes the need for work on the policy but has not started to work on it. 4. Locale does not recognize this policy as a priority and has no plans to work on it. 5. The scope of this assessment did not ascertain information about the status of this item.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
2	No hospitals in Coachella are listed as "baby-friendly" but they do demonstrate efforts to support breastfeeding.					X	X						X	
4	No evidence of this policy					X	X						X	
4	No evidence of this policy	X	X						X	X	X			
4	There is not evidence this is happening.	X	X						X	X	X			
4	Though there may be healthier options at some smaller stores, there is not evidence of an initiative on a policy level.	X							X		X			
4	There is not evidence this is happening anywhere but schools.	X				X		X	X				X	X
2	This is happening in some places but not everywhere.	X				X		X	X				X	X
2	This is happening in some places but not everywhere.	X			X	X		X	X				X	X
4	No evidence of this policy	X							X		X		X	
4	No evidence of this policy	X							X		X			

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: GROW LONG-TERM COMMUNITY HEALTH			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
ESTABLISH LASTING LEADERSHIP ON FOOD ISSUES FOR THE COMMUNITY	<div>★</div>	S	Establish a city or county food policy council to provide ongoing advice and input to policymakers and staff on food-related issues.
BUILD A BASE OF RESOURCES TO KEEP CHILDREN HEALTHY	<div>★</div>	XL	Enact healthy kids impact fee at the register to provide a permanent resource for community health strategies designed to ensure child and adolescent health.
MAKE HEALTHY GROCERY ACCESS EASY FOR EVERYONE	<div>★</div>	S	Adopt or amend transit policies to allow grocery bags on public transportation, reducing barriers for individuals reliant on transit to buy groceries.
	<div>★</div>	M	Amend zoning regulations to allow vacant, unimproved, or otherwise blighted lands to be used for small-scale production of agricultural crops and animal husbandry.
	<div>★</div>	L	Amend zoning laws to create a Healthy Food Overlay district that establishes limits on prevalence of small box food retailers; requires minimum square footage of store space to offer healthy, perishable options and increases access to land and resources for community gardens and farmers markets.
	<div>★</div>	XL	Provide incentives for grocers to locate in food desert neighborhoods with limited access to healthy food.

GOAL: GROW LONG-TERM COMMUNITY HEALTH														
STATUS	Status of strategies from Policy Scan: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on affecting the policy but could do more. 3. Locale recognizes the need for work on the policy but has not started to work on it. 4. Locale does not recognize this policy as a priority and has no plans to work on it. 5. The scope of this assessment did not ascertain information about the status of this item.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
4	There is no multi-sector food policy body.	X	X		X								?	X
4	No evidence of this policy	X	X	X					X		L/s			
1	There is no policy prohibiting bags on transit.	X	X						X	X	X			
4	No evidence of this policy, but there is city support in the General Plan to create opportunities to grow more food (see next item)													
2	No evidence of this specific policy, but a chapter on "Community Health and Wellness" are part of the General Plan: "Neighborhoods will provide opportunities for residents to improve their physical and mental health while meeting daily needs - walking to the store, meeting friends, bicycling to school, taking transit to work and having access to nutritious and affordable food F59that can be purchased or grown in the neighborhood." https://cityofcoachellageneralplanupdate.weebly.com/uploads/1/2/1/2/12129446/community_health_and_wellness.pdf	X							X		X			
4	No evidence of this policy. City staff note that large grocery retailers may not serve their community best. Small, locally-owned stores seem to work better. Many "food desert" studies miss these important markets.	X	X	X					X	X		X	X	X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: GROW THE LOCAL FOOD SUPPLY			
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)
USE PUBLIC LAND AND PLANNING TO ENABLE FOOD PRODUCTION BY LOCAL RESIDENTS	<div>★</div>	M	Amend zoning regulations to permit backyard chickens, beehives, front yard fruit trees, food gardens, non-commercial greenhouses, and rooftop gardens.
	<div>★</div>	S	Amend zoning regulations to establish, protect, and expand community gardens and orchards on public land and land provided by community organizations and members.
	<div>★</div>	L	Establish plant edible landscaping and pollinator friendly perennial landscapes program on publicly managed landscapes and new local-government funded housing developments
	<div>★</div>	L	Amend the zoning to preserve prime farm lands for primary agriculture use and to preserve of high quality fish and wildlife habitat primarily for fishing and hunting.
	<div>★</div>	M	Amend zoning regulations to create an urban agricultural incentive zones in which there are dedicated sites are eligible for reduced property taxes if the site is used for an agricultural public benefit, e.g., education, community garden, or food donations.
CARE FOR NATURAL RESOURCES NEEDED TO GROW FOOD	<div>★</div>	M	Amend jurisdictional ordinances or policies to prohibits the use of pesticides on publicly managed lands to support pollinators.
	<div>★</div>	S	Educate retailers to discourage the sale of nursery plants treated with pesticides that are particularly harmful to bees and other pollinators.
SUPPORT AREA FARMERS TO RAISE FOOD FOR LOCAL MARKETS	<div>★</div>	L	Establish a food hub where local farmers can sell their produce to restaurants, schools, hospitals, and institutions.

GOAL: GROW THE LOCAL FOOD SUPPLY														
STATUS	Status of strategies from Policy Scan: 1. Locale has done all that it can and must do to effect the policy. 2. Locale is working on affecting the policy but could do more. 3. Locale recognizes the need for work on the policy but has not started to work on it. 4. Locale does not recognize this policy as a priority and has no plans to work on it. 5. The scope of this assessment did not ascertain information about the status of this item.	Coachella Policy Scan												
		WHO					WHERE				HOW			
		Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships
2	Greenhouses, Food gardens, and orchards are permitted as incidental uses; chickens and bees are only allowed in agricultural and ag transition zones.	X	X						X		X			X
2	There is not yet policy that specifically protects or supports community gardens, but city staff is interested in learning more about what is effective and necessary that they can work on.	X							X		X			X
2	There are two city-supported community gardens at multi-family housing sites in Coachella.	X	X						X	X			X	
2	The Agriculture Element of the City General Plan seeks to define how to preserve important ag land.													
4	No evidence of this policy	X						X			X			
4	No evidence of this policy	X							X		X			
4	No evidence of this policy	X				X		X						X
	There has been a lot of work done to figure out what it would take to create a food hub in Coachella, but the new tribally owned Temalpakh Farm essentially functions as a brand new food hub, as well as retail and wholesaler of orgnaically grown produce raised on their farm: https://ulidigitalmarketing.blob.core.windows.net/ulidcnc/sites/58/2020/08/ShareKitchen.pdf Note: ShareKitchen does not appear to be in business at this time.				X	X				X			X	X



This report is meant to be a snapshot in time for local community policy and well-being. The policy team endeavors to explore all policy work that is underway in the community. This report may not reflect all efforts in which the community is engaged.

COACHELLA

Alcohol

Alcohol misuse is the third leading cause of death in the U.S., and it frequently figures in motor vehicle crashes, homicides, suicides, drownings, falls, and many diseases. It remains a greater threat to public health than opioids or street drugs. According to the National Center for Drug Abuse Statistics (NCDAS), alcohol abuse, alcoholism and alcohol use kills 95,000 Americans each year. NCDAS also reports a 60% increase in alcohol consumption since the COVID-19 lockdowns.



Excessive use of alcohol through binge drinking or heavy drinking (drinking 15 or more drinks per week for men or 8 or more drinks per week for women) also increases the risk of many health-related problems including liver disease.

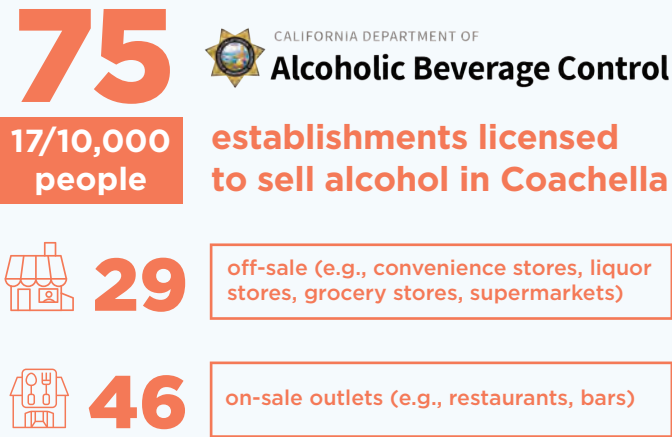


A readiness assessment of Coachella, California, was conducted during January - February 2023, beginning with a scan of the Coachella Municipal Code to identify local alcohol policies, followed up by focus groups with local stakeholders on January 25. This readiness assessment focused on existing alcohol-related policies and initiatives that affect the overall community environment to either enable or restrict alcohol access, availability, and consumption. This report also reviewed the environmental context of alcohol as a community-wide variable of intervention for prevention and control efforts to improve overall community health and vitality. The methods used to inform this report included convening and interviewing key stakeholders, reviewing key documents and data, and understanding the alcohol policy infrastructure and the types of programs and services available to the Coachella community.

In the United States, each state has the authority to regulate the manufacture, distribution, and sale of alcohol within its state borders. This means state and local jurisdictions may have their own requirements in addition to federal requirements and can enhance and strengthen what Federal law provides. California’s alcohol policies directly related to the manufacture, distribution, and sale of alcoholic beverages are established at the state level by the California Alcoholic Beverage Control Act (ABC Act), enforced by the Department of Alcoholic Beverage Control (CA-ABC) and preempt the authority of local jurisdictions.

For example, only CA-ABC can issue a license to a business allowing it to sell alcohol in the State of California. Taxes on the sale of alcohol in California can only be established by the State and Federal Governments, and not at the local level. The minimum drinking age, maximum blood alcohol limits for driving, and dram shop liability are other policies strictly under State authority.

However, local jurisdictions in California can use land use (zoning) and nuisance authority to manage access, availability, and consumption of alcohol. For example, a local jurisdiction can require that alcohol establishments obtain a conditional use permit (CUP) to sell/serve alcohol in the municipality to ensure that the use is compatible with the surrounding neighborhood and does not contribute to an overconcentration of alcohol businesses or problems in the area. Local government agencies such as code enforcement and police departments can monitor the compliance of such businesses with permit conditions and State laws.



According to the California Department of Alcoholic Beverage Control (CA-ABC), there are 75 establishments licensed to sell alcohol in Coachella. This amounts to 17.7 alcohol outlets per 10,000 people and consists of 29 off-sale (e.g., convenience stores, liquor stores, grocery stores, supermarkets) and 46 on-sale outlets (e.g., restaurants, bars).²⁰

Coachella’s Municipal Code includes an ordinance that specifies factors like alcohol consumption by minors as a criterion for designating a loud and unruly gathering as a public nuisance. The code also includes policies that place limits on the location, density, and operating standards of licensed establishments by requiring conditional use permits for on-sale, off-sale, and entertainment businesses that sell and serve alcohol. Other policies restrict public consumption and provision of alcohol, intoxication, and open containers of alcohol in public. Based on evaluation and supplemented with interviews and additional research into the policies and practices of Coachella, there are ways to strengthen the City’s alcohol policy environment. These opportunities are presented in this Assessment Report.

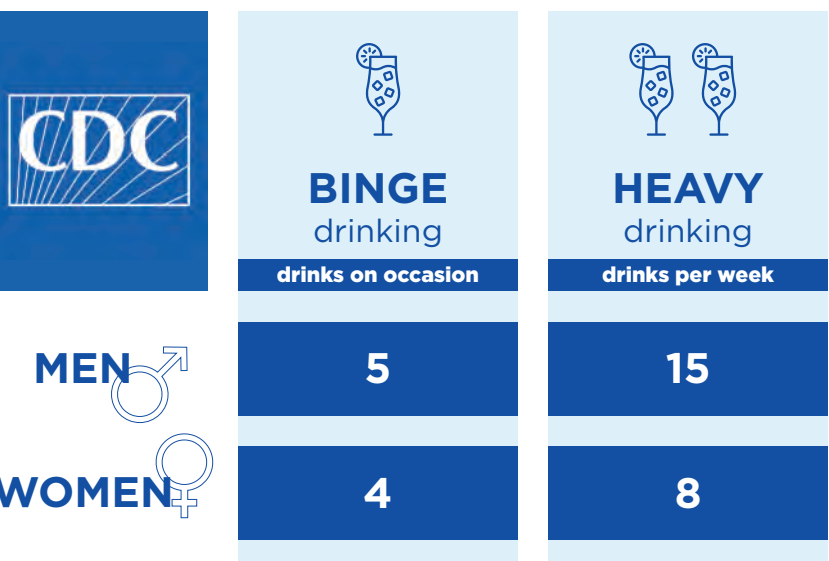
²⁰ California Department of Alcoholic Beverage Control, 2023. <https://www.abc.ca.gov/licensing/licensing-reports/licenses-by-city/>

Blue Zones Alcohol Policy Goals

The Blue Zones Project Alcohol Policy Menu identifies three primary goals and best-practice strategies for reducing the availability and accessibility of alcohol to reduce excessive alcohol consumption and associated harms.

The Blue Zones Project Alcohol Policy Goals include:

- GOAL: Reform legal liability to reduce excessive drinking
- GOAL: Enhance public safety programs
- GOAL: Discourage excessive and under-age drinking



These policy goals are applicable to most communities and are supported by the existing evidence base and U.S. Centers for Disease Control and Prevention (CDC) best practices. It is also noteworthy to add that Blue Zones recognizes that each community is unique, and strategies will vary from community to community.

Why focus on alcohol? The evidence base clearly establishes that excessive alcohol consumption is associated with many health and societal problems including chronic diseases, unintentional injuries, violence, and community decay. According to the CDC, excessive alcohol use includes binge-drinking, defined as consuming 4 or more drinks on an occasion for a woman or 5 or more drinks on an occasion for a man; and heavy drinking, defined as 8 or more drinks per week for a woman or 15 or more drinks per week for a man; or any alcohol use by pregnant women or anyone younger than 21. Most people who drink excessively are not alcohol-dependent and do not have alcohol use disorder (AUD). Additionally, underage drinking is considered a form of excessive drinking because it is both illegal and often involves consumption in quantities and settings that can lead to serious immediate and long-term consequences.²¹ Principally, these goals seek to implement policies that affect access, availability, and consumption of alcohol. Furthermore, these goals seek to change the environmental context of the community by cultivating a culture that values the importance of responsible alcohol sales and consumption.

21 U. S. Centers for Disease Control and Prevention (CDC), 2023. <https://www.cdc.gov/chronicdisease/resources/publications/factsheets/alcohol.htm>

Strengths

Coachella has assets and strengths to leverage for reducing the availability and accessibility of alcohol to reduce excessive alcohol consumption, youth consumption and access to alcohol, and associated harms. This includes:

ALCOHOL POLICIES: The City of Coachella has established policies to limit the consumption and sales of alcohol in public places. In addition, the City of Coachella uses its zoning authority to regulate where new alcohol establishments can be located and limit the density of alcohol outlets to protect the health and safety of specific neighborhoods. It does this by designating retail alcohol sales as a “special use,” requiring an application for a conditional use permit (CUP) to sell or serve alcohol at on-sale, off-sale, or entertainment establishments in the city. After the application is reviewed by the City Planning Department and Police Department, conditions of operation may be placed on the business to ensure that it operates in a manner compatible with the surrounding neighborhood. In addition, Coachella works to prevent underage drinking and the provision of alcohol to minors in private settings by using its authority to declare what constitutes a nuisance, including underage alcohol consumption, at large and unruly gatherings.

PROBLEM PREVENTION STRATEGIES TO SUPPORT COMPLIANCE WITH POLICIES: The Coachella Planning Department and Police Department are actively engaged in reviewing alcohol (CUPs). This process includes conducting public hearings to understand the resident’s opinions and concerns about new alcohol outlets. The Coachella Police Department participates in regional and state DUI prevention and enforcement activities, including the Office of Traffic Safety Sobriety/Driver License Checkpoints. The City of Coachella requires permits for special events that sell alcohol and asks applicants to report the “types of alcohol” and “location of alcoholic beverage sales (i.e. beer garden, booth)” at the special event. Community stakeholders reported talking to youth in recovery to determine where youth accessed alcohol. However, this practice was not currently connected to alcohol policy implementation or compliance efforts.

GENERAL PLAN 2035 - COMMUNITY HEALTH AND WELLNESS: In its General Plan Update (2035), Coachella has included goals that align with alcohol policies:

✓ **Goal 3: Smoke-Free Environments. Reduced negative public health impacts of tobacco smoke.**

3.4 Liquor and Tobacco marketing. Prohibit stores from placing alcohol and tobacco products near candy and from placing alcohol and tobacco advertisements on exterior signage and below four feet in height, which is child’s eye level.

✓ **Goal 6: Healthy Food Access. Safe and convenient access to healthy, affordable, and culturally diverse foods with low concentrations of unhealthy food providers.**

6.6 Non-alcoholic beverages. Require new liquor licensees to offer a variety of non-alcoholic beverages to their customers during all business hours.

6.7 Liquor stores. Prohibit off-site alcohol sales within 600 feet of religious institutions, hospitals, schools, parks, playgrounds, and preschools to reduce youth exposure to alcohol and the potential externalities of liquor store establishments. Consider prohibiting new liquor licenses in areas of the City where numerous alcohol retail establishments already exist.



INTERVENTION PROGRAM: Riverside County has a program to integrate screening, brief intervention, and referral to treatment (SBIRT) for individuals experiencing problems with alcohol use countywide (not specific to Coachella).



OTHER STRENGTHS: The following strengths are not related to alcohol policies but were mentioned by focus group members:

✓ **School and Community-Based Prevention Programs**

Riverside County Latino Commission provides education and prevention services for Coachella youth and parents. The Latino Commission has representatives working in seven schools in Coachella Valley Unified School District. They provide substance use counseling and conduct “Behavioral Research to Improve Medication-Based Treatment” (BRIM) and American Society of Addiction Medicine ASAM screenings.

The Coachella Valley Unified School District conducts drug and alcohol prevention activities, such as Red Ribbon Week.

Friday Night Live is a Riverside County Substance Abuse Program that encourages school and community-based peer prevention clubs.

✓ **Treatment Programs**

Riverside County provides extensive mental health treatment options for Coachella residents: <https://www.rcdmh.org/>

Other organizations, such as The Awareness Group, also provide mental health and substance use treatment.



Challenges

Due to limited community participation in focus groups and interviews, the key challenges that could prevent or hinder Coachella from maximizing or fully capitalizing on any opportunities:

MISSING INFORMATION: This assessment includes little to no understanding of the house policies or practices of alcohol-licensed establishments in Coachella. Although there are several areas in the Blue Zones policy scan that are under the direct authority of alcohol business owners or managers, there was no participation in focus groups or interviews by representatives of individual alcohol businesses, local merchant associations, or the Chamber of Commerce. Furthermore, those who participated in interviews and focus groups were unable to provide information about the policies and practices of local alcohol establishments or merchant associations. This information is necessary to include in assessing the complete picture of the alcohol policy environment and community readiness.

PROJECTED DEVELOPMENT IN THE DOWNTOWN CORRIDOR NEEDS CONTINUED CAREFUL PLANNING AROUND ALCOHOL SALES: In a community presentation, a city official stated the city’s desire to be a business-friendly, job-creation community, and to revitalize the downtown corridor into an entertainment center (there are currently 3 casinos). Ensuring the use and enforcement of existing policy tools, can help proactively prevent any alcohol-related problems that may result from increased access to retail alcohol sales.



Opportunities

Building from the assets, there are several opportunities to increase well-being in Coachella:

DEVELOP DATA COLLECTION METHODS: City officials and community stakeholders reported the need to collect and analyze data to make policy and prevention decisions. Collecting alcohol-related data will require resources and partner participation, including the schools, police, and business community.

UNDERAGE ACCESS TO ALCOHOL: Community stakeholders reported that youth access to alcohol is often in social settings, family homes, and similar places. Coachella’s stakeholders and City leaders have the opportunity to conduct an assessment of youth access to alcohol to determine how and where youth obtain alcohol. In part, this assessment could include determining analyzing existing “California Healthy Kids” survey data to assess the level of underage drinking and where youth are accessing and using alcohol. Coachella Valley Unified School District appears not to have participated in the California Healthy Kids Survey in the past three years. Coachella has an opportunity to resume the practice of participating in this survey to study valuable prevention data. The results, including identifying areas to improve and celebrating positive results, can be shared among stakeholders to deepen the understanding of youth access to alcohol and policy strategies to address it locally.

An assessment can help determine challenges, what is working, and help with allocating limited resources. Conducting these assessments regularly can inform prevention and policy implementation activities. In addition, community stakeholders reported talking to youth in recovery about where and how they accessed alcohol. This data could also be used anonymously to inform policy and prevention activities.

UNDERSTAND THE LOCAL IMPACT OF EXCESSIVE DRINKING: Sources and types of data can include:

- ✔ Police agencies (RCSO/CPD, CHP, CA-ABC) data - Annual alcohol-related police calls for service/crimes in areas with a high density of alcohol outlets and driving under the influence (DUI) crashes in Coachella; “place of last drink” information from those arrested for DUI; and
- ✔ Local hospitals data – Alcohol-related emergency room admissions, for example, injuries (from crashes, assaults, etc.) and alcohol poisoning/overdose.

Readiness

In general, there appears to be an appreciation for alcohol policy and prevention and an interest in engaging in new efforts among Coachella City officials and community stakeholders. For example, City officials expressed interest in Coachella as an entertainment “destination” to revitalize the downtown, but also expressed concern about balancing the problems associated with alcohol sales. City officials also expressed interest in methods to collect and analyze data to use alcohol policy proactively to prevent underage and excessive alcohol use. In addition, the updated General Plan includes goals related specifically to alcohol policies.

Some community stakeholders did not demonstrate knowledge of policy-based prevention strategies. They reported that they attributed problems with underage alcohol use to a lack of education about alcohol use. This could indicate stronger support for informational strategies, and softer support for evidence-based policies and practices that limit access. Although this may be due in large part to the specific direct-service occupations of some stakeholders (e.g., treatment, school-based prevention education), additional data about local alcohol-related issues and the evidence base of policy strategies may increase readiness to consider policy changes.



Acknowledgements

Blue Zones acknowledges the following individuals who contributed to Assessment Phase activities:

NAME	ORGANIZATION
Daisy Ramirez	Health Equity Community Outreach Coordinator, RUHS Public Health
Gabriel Perez	Development Services Director, City of Coachella
Jeff Davied	Operations Director, The Awareness Group
Lucero Fabela	Human Resources Specialist, Riverside County Latino Commission
Misty Mejia	Program Administrator, Riverside County Latino Commission on Alcohol and Drug Abuse Services
Reha Hussain	RUHS Public Health

Blue Zones Alcohol Policy Menu

Level of Effort:

SMALLMEDIUMLARGEEXTRA LARGE

- Category:
- ★

REGULATORY — Creating or changing legally binding standards, rules, or laws, such as zoning codes, ordinances, permitting, or licensing standards.
- ★

NON-REGULATORY — Creating or changing programs, guidance, or education efforts.

GOAL: REFORM LEGAL LIABILITY TO REDUCE EXCESSIVE DRINKING				
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	
ESTABLISH DRAM-SHOP OR COMMERCIAL-HOST LIABILITY	★	L	Establish dram-shop liability that holds the owner or server of a retail alcohol establishment legally responsible for harms inflicted by a customer who recently was served alcoholic beverages.	State preemption
ESTABLISH SOCIAL- HOST LIABILITY	★	L	Establish social-host policies that establish legal liability for adult responsible for serving alcohol and any harm caused by a person who becomes intoxicated as a result of excessive consumption.	"7.05.020 Loud or unruly gatherings—Public nuisance. It shall be unlawful and a public nuisance to conduct a gathering of ten (10) or more persons on any private property in a manner which constitutes a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of a neighborhood, as a result of conduct constituting a violation of law. Illustrative of such unlawful conduct is excessive noise or traffic, obstruction of public streets by crowds or vehicles, public drunkenness, the service of alcohol to minors, fights, disturbances of the peace, litter. A gathering constituting a public nuisance may be abated by the city by all reasonable means including, but not limited to, an order requiring the gathering to be disbanded and citation and/or arrest of any law violators under any applicable local laws and state statutes. (Ord. No. 1023, § 1, 11-17-10; Ord. No. 1025, 11-17-10)"

GOAL: ENHANCE PUBLIC SAFETY PROGRAMS				
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	
REGULATE OPERATION OF MOTORIZED VEHICLES	★	S	If not already in place, establish standards above which it is illegal to operate recreational watercraft while legally intoxicated.	State preemption
	★	S	If not already in place, establish standards above which it is illegal to operate electric scooters and other micro-mobility devices on roads or sidewalks while legally intoxicated.	State preemption
ADJUST PUBLIC CONSUMPTION LAWS FOR ALCOHOL	★	M	If not already in place, adopt public-consumption laws to appropriately control the use and availability of alcohol in public places, which may include community events, public venues (e.g., concerts, street fairs, and sporting events), public parks, beaches, and other public spaces. These laws may specify the conditions of availability and use of alcohol in other public settings.	*SEE ON NEXT PAGE
INVEST IN ALCOHOL ENFORCEMENT	★	S	Establish an alcohol-control program to reduce the social and health harms of excessive alcohol use. Enforcement efforts must complement policies and create a deterrent effect.	Unknown. Need to hear from key informants.
ESTABLISH FREE- RIDE-HOME PROGRAMS	★	S	Establish and promote programs to provide free rides home to people who may be intoxicated.	Unknown. Need to speak with key informants.
ESTABLISH PLACE- OF-LAST-DRINK REPORTING	★	S	Establish a system to collect information on the location where a person last consumed alcohol if they are involved in an alcohol-related incident (e.g., driving under the influence of alcohol, assault).	Unknown. Need to speak with key informants.

STATUS OF STRATEGIES FOR: ADJUST PUBLIC CONSUMPTION LAWS FOR ALCOHOL

*Chapter 9.04 ALCOHOL RELATED OFFENSES (See page 137)

Sections:

9.04.010 Alcoholic beverages.

A. Purpose. The purpose of this section is to protect the health, safety and welfare of the city's residents and visitors and to protect property values from declining due to nuisance related activities associated with alcoholic beverages.

B. Alcoholic Beverage. Alcoholic beverage means to include alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

C. Consumption.

1. It is unlawful for any person to drink, use or consume any alcoholic beverage upon any public street, sidewalk, highway, road, lane or alley, or in or upon any park or recreation area, or upon any other publicly owned property which is not licensed for the consumption of such alcoholic beverage on the premises by the Department of Alcoholic Beverage Control of the state of California.

2. It is unlawful for any person to drink, use or consume any alcoholic beverage upon privately-owned property, which is open to the use or patronage of the general public at the time, unless the person doing or committing the act has the express or implied permission or invitation to do so from the owner or lessee or other person in charge of the private property or business premises involved.

3. The provisions set forth in this subsection are intended to protect all persons, including, but not limited to, adults, teenagers, adolescents, supervised minors and unsupervised minors from causing or suffering from injuries that are proximately caused by acts committed while drinking, using or consuming alcoholic beverages.

D. Retail Package Off-Sale Premises and Adjacent Parking Lots and Public Sidewalks.

1. All retail package off-sale alcoholic beverage licensees licensed pursuant to Division 9 (commencing with Section 23000) of the California Business and Professions Code shall post on their respective licensed premises, any parking lot (other than a privately owned residential parking lot) located immediately adjacent to such licensed premises, and any public sidewalk situated immediately adjacent to such licensed premises and any posted parking lot signs that contain the following message:

""It is unlawful for any person who has in his or her possession any bottle, can or other receptacle containing an alcoholic beverage which has been opened, or has its seal

broken, or has its contents partially removed, to enter, be, or remain on these premises. All violations will be reported to the Riverside County Sheriffs Department.""

All such signs shall be clearly visible to patrons and members of the public using the subject public sidewalk.

2. It is unlawful for any person who has in his or her possession any bottle, can or other receptacle containing an alcoholic beverage which has been opened, or has its seal broken, or has its contents partially removed, to enter, be, or remain on any premises posted pursuant to this subsection.

E. Illegal Provision of Alcohol. As set forth in Penal Code Section 11200, every building or place used for the purpose of unlawfully selling, serving or giving away any spirituous, vinous, malt or other alcoholic liquor, and every building or place in or upon which such liquors are unlawfully sold, served or given away, shall be declared a nuisance which permits the city attorney to maintain an action to abate and prevent the nuisance pursuant to Penal Code Section 11200 et seq.


F. Infraction Violation. A violation of subsection (C)(1) or (2), and subsection (D) (1) or (2) of this section by the person responsible for committing such violation shall constitute an infraction violation.

G. Civil Fines. Any person convicted of an infraction under this section shall, for each violation of this section, be subject to: (a) a civil fine in an amount not to exceed two hundred fifty dollars (\$250.00) for a first conviction of an offense; (b) a civil fine in an amount not to exceed five hundred dollars (\$500.00) for a second conviction of the same offense within a twelve (12) month period of the date of the first offense; and (c) a civil fine in an amount not to exceed seven hundred fifty dollars (\$750.00) for the third conviction of the same offense within a twelve (12) month period of the date of the first offense. The civil fine for a fourth and subsequent conviction of the same offense within a twelve (12) month period of the date of the first offense shall be one thousand dollars (\$1,000.00).

H. Criminal Fines. Any person convicted of an infraction under this section shall, for each separate violation of this section, be subject to: (a) a criminal fine in an amount not to exceed one hundred dollars (\$100.00) for a first conviction of an offense; (b) a criminal fine in an amount not to exceed two hundred fifty dollars (\$250.00) for a second conviction of the same offense within a twelve (12) month period of the date of the first offense; and (c) a criminal fine in an amount not to exceed five hundred dollars (\$500.00) for the third and any subsequent conviction of the same offense within a twelve (12) month period of the date of the first offense.

I. Misdemeanor Violation. A fourth violation and subsequent violations of subsection (C)(1) or (2) of this section within a twelve (12) month period shall be deemed a misdemeanor violation subject to the fines and imprisonment provisions set forth in section 1.08.010 of this code.

(Ord. 892 § 13, 2003; prior code § 14-11)“

GOAL: ENHANCE PUBLIC SAFETY PROGRAMS				
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	
INTEGRATE SCREENING, BRIEF INTERVENTION, AND REFERRAL TO TREATMENT		S	Establish a program to integrate screening, brief intervention, and referral to treatment (SBIRT) for individuals experiencing problems with alcohol use.	"Riverside University Health System - Screening, Brief Intervention and Referral to Treatment (SBIRT) for Substance Misuse and Substance Use Disorders Funder: Substance Abuse and Mental Health Services Administration (SAMHSA) Program Goal: The SoCal Optimization of SBIRT (SOS) Project uniformly optimizes and standardizes SBIRT services at FQHCs in San Diego, Riverside and Imperial Counties to prevent and reduce alcohol and other substance misuse among adolescents (ages 12-17) and adults (ages 18+) in primary care and community health settings. Participating Health Centers: Neighborhood Healthcare, Clinicas de Salud Del Pueblo, Inc., Imperial Beach Community Clinic, North County Health Services and San Ysidro Health About: Health Quality Partners will partner with five member health centers to expand Screening, Brief Intervention and Referral to Treatment (SBIRT) services in primary care."

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: DISCOURAGE EXCESSIVE & UNDER-AGE DRINKING				
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	
REGULATE ALCOHOL OUTLET DENSITY*	★	M	If not already in place, establish standards for approval of use permits for businesses that sell alcohol, which may include minimum distance from sensitive uses, hours of operation, and other conditions to ensure compatibility with surrounding neighborhood(s) and prevent high density of alcohol outlets.	"Chapter 5.24 ENTERTAINMENT ESTABLISHMENTS WHERE ALCOHOL IS SERVED 5.24.030 Permit—Required—Exceptions. Chapter 17.74 Conditional Uses 17.74.015 Conditional use permits for liquor, on-sale and off-sale. D. Additionally, if the California Department of Alcoholic Beverage Control (ABC) notifies the City that the proposed establishment is either (1) subject to the State law moratorium/limit on the number of liquor licenses that may be issued within the city under California Business and Professions Code Section 23817.7 or, (2) is in an area of ""undue concentration"" of liquor licenses, as defined in California Business and Professions Code Section 23958.4; the planning commission must additionally find that the public convenience or necessity nonetheless justifies the issuance of the liquor license to the establishment. (Ord. No. 1088, § 5, 12-14-16)"
RESTRICT MARKETING AND ADVERTISING OF ALCOHOL	★	M	Adopt state or community standards that control the placement and content of alcohol marketing materials, which may include prohibiting alcohol-related promotions or giveaways, restricting sponsorship of civic events, and restricting the content of print, Internet, radio, and television marketing in locations or during times where children are likely to be present.	Not specific to alcohol.
	★	XL	Restrict billboard advertising of alcohol where it can be demonstrated that such restrictions would advance a significant governmental interest in improving the health of residents.	Not specific to alcohol

GOAL: DISCOURAGE EXCESSIVE & UNDER-AGE DRINKING				
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	
SUPPORT THE RESPONSIBLE CONSUMPTION OF ALCOHOL	★	S	Establish parameters for alcohol consumption in responsible social settings, such as outdoor dining and entertainment, by limiting hours of service and the number of drinks served.	Unknown. Need to hear from key informants.
	★	S	Work with tourism industry in marketing local craft beer, distilleries, and wineries to appropriate audiences.	Unknown. Need to hear from key informants.
	★	M	Allow establishments serving alcohol to be located in walkable areas by removing barriers such as minimum parking requirements (which encourage driving after drinking) and overly restrictive locational standards (which can push alcohol service to locations that require customers to drive home).	Unknown. Need to hear from key informants.
	★	S	Establish a program to encourage bars and restaurants to disallow events that encourage excessive drinking, such as 21st birthday parties and bachelor/bachelorette parties.	Unknown. Need to hear from key informants.
END DISCOUNTS AND DRINK SPECIALS	★	M	Eliminate price discounts, drink specials, and times when drinks are sold at substantially discounted rates by bars and restaurants (which increase alcohol consumption and the risks associated with excessive drinking).	Unknown. These would be created at individual licensed establishments. Need to hear from key informants
IMPLEMENT RESPONSIBLE- BEVERAGE-SERVICE AND MANAGEMENT TRAINING	★	S	"Implement responsible-beverage-service (RBS) training programs that provide service staff in licensed establishments with knowledge and skills to serve alcohol in a responsible manner and to comply with all legal requirements governing alcohol service."	No local policy for off-sale establishments
	★	S	"Implement responsible-beverage-service (RBS) training programs for owners and managers of licensed establishments that focuses on establishment policy development, policy enforcement, and dealing with challenging situations."	No local policy.
INCREASE ALCOHOL TAXES	★	L	"Increase taxes on the unit cost of alcohol (beer, wine, and distilled spirits) to discourage excessive consumption."	State has preemptive authority over alcohol taxes



This report is meant to be a snapshot in time for local community policy and well-being. The policy team endeavors to explore all policy work that is underway in the community. This report may not reflect all efforts in which the community is engaged.

COACHELLA

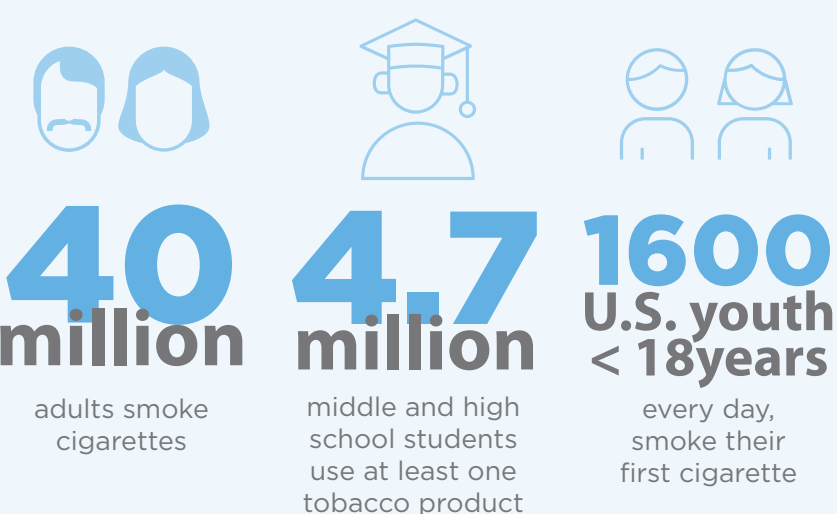
Tobacco

Curbing tobacco use is one of the most easily available ways to improve health in Riverside County.



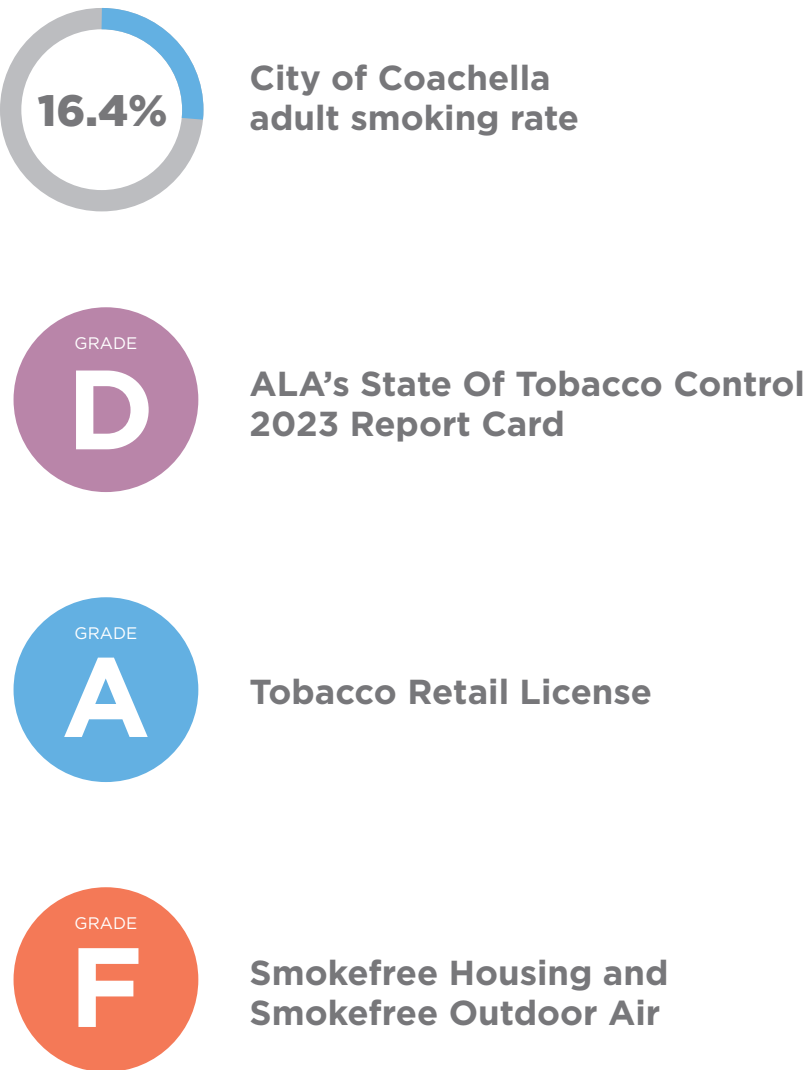
Tobacco use is the single most preventable cause of disease, disability and death in the United States. Half a million Americans die prematurely of smoking or exposure to second-hand smoke annually. Another 16 million live with a serious illness caused by smoking that erodes their quality of life.

Despite widespread knowledge of the risks of smoking and tobacco use, nearly 40 million U.S. adults still smoke cigarettes, and about 4.7 million middle and high school students use at least one tobacco product. Every day, about 1600 U.S. youth younger than 18 years of age smoke their first cigarette. (Source: CDC)



Research has shown that preventing youth from developing a smoking habit reduces the likelihood that they will become adult smokers.

Smoking is still the leading cause of preventable disease, disability, and death in the United States, according to the Centers for Disease Control (CDC) and the American Lung Association (ALA).



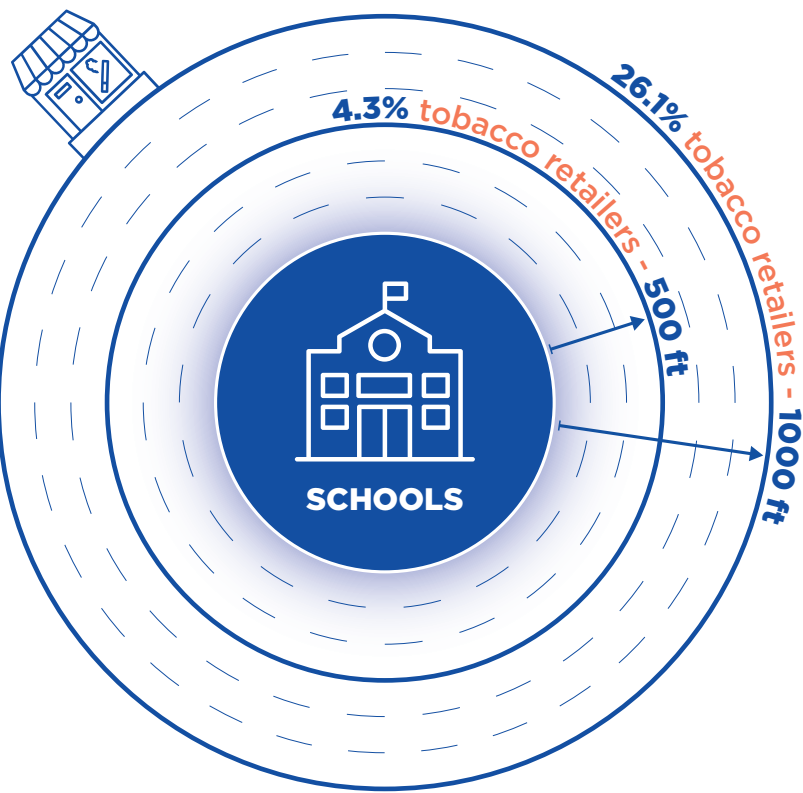
The City of Coachella has a 16.4% adult smoking rate. It scores an overall “D” grade on the ALA’s State Of Tobacco Control 2023 Report Card, while having an “A” for a Tobacco Retail License, “F” for Smokefree Housing and “F” for Smokefree Outdoor Air.

There are 0.5 tobacco retailers per 1,000 Population and 4.3 % within 500’ of a school and 26.1% within 1,000’. The City of was recently awarded a tobacco education and enforcement grant and hired a Community Service Officer in March 2022.

The program has developed a campaign with the city titled “GET YOUR HEAD OUT OF THE CLOUD... your health is WORTH IT!” The City of Coachella has an opportunity, like Riverside City, for a future TRL ordinance strengthening and to adopt smokefree policies.

SEE Appendix Page 212 for the full Tobacco Report for Riverside County.

Cities must follow tobacco laws passed at the federal, state, and local levels, including the county level. Cities can pass more restrictive policies than the county’s policies and counties can pass more restrictive policies than the state’s policies.



COACHELLA

Places Overview

SCHOOLS | WORKSITES | RESTAURANTS | GROCERY STORES

The Blue Zones approach to community transformation is to optimize the places and spaces people spend the most time so that healthy choices are easier or even unavoidable. Large worksites and public schools are a focus because they are where most adults and children spend the majority of their waking lives. Administered and run by our team, we deploy a Blue Zones Approval program for schools, worksites, restaurants, and grocery stores.



Over time, our objective is to get a minimum threshold of these places Blue Zones Approved™. **In Blue Zones communities, we typically have 70% or higher name awareness and recognition**, so a Blue Zones designation is highly coveted. By working collaboratively to make permanent and visible changes, healthy choices become easy choices in all the places where people live, work, learn, pray, and play.



COACHELLA

Schools

Schools make a wise investment for health resources because outcomes can last 70 years or longer. Good habits adopted at an early age lead to healthier, happier, more productive lives, and enormous cost savings in medical and social expenditures.



The Blue Zones team will focus on **helping 50% of the schools in the community implement a critical mass of best practice items** from the Blue Zones Schools Pledge to become Blue Zones Project Approved schools.

Introduction

The Blue Zones region of focus encompasses six communities across Riverside County, including Coachella, representing an opportunity to make a tangible impact on this vibrant community’s public health.²² In this regard, a focused effort to improve the health of educational environments is a critically important issue. Of the host of public health issues many communities across the country face, providing healthy environments in public schools is a challenge with an undeniably strong influence on most other outstanding problems.








The following readiness assessment examines public schools in the City of Coachella, CA (Coachella). In addition to compiling data through analysis of textual resources, focus groups with stakeholders, including school leaders, building and district-level personnel, community engagement professionals, community organizations, and other representatives proved instrumental in capturing valuable information for this report.²³ The purposes of these gatherings were to gain a deeper understanding of the City’s public schools, and determine their readiness for working with Blue Zones to revitalize school environments and better promote physical, social, and emotional health throughout the region of focus.






Our review of current practices and local realities illuminates that many public schools within the study area are uniquely positioned to work with Blue Zones toward improving school environments. While numerous perennial public health challenges, objectives, and priorities exist, leveraging Blue Zones-established best practices, and practically applying them at both a macro and micro level with the knowledge gained from this review, will begin to empower these school districts to better serve the groups and individuals who are in need of such collaboration.

Background

The education system consists of the Coachella Valley Unified School District (CVUSD). Despite its name, it does not serve the entire Coachella Valley, only the areas of Coachella, Mecca and Thermal.²⁴ There are 14 elementary schools, 4 middle schools, 4 high schools and 1 adult school.²⁵

Also in this region is Desert Sands Unified School District (DSUSD)—it primarily serves five communities in the central Coachella Valley of California: Bermuda Dunes, Indian Wells, Indio, La Quinta, and Palm Desert. There are 20 elementary schools, 8 middle schools, 7 high schools and 1 adult school.²⁶

	 20 elementary schools	 8 middle schools
	 7 high schools	 1 adult school

	 14 elementary schools	 4 middle schools
	 4 high schools	 1 adult school

Strengths

State of California Programs and Funding

CALIFORNIA UNIVERSAL MEALS PROGRAM

California is the nation’s first state to implement a universal meals program for school-aged children.²⁷ Beginning in the 2022–2023 school year, the California Universal Meals Program is a statewide initiative aimed at providing nutritious meals to all children in California “regardless of their family’s income or immigration status”.²⁸ This program was established to address food insecurity and ensure access to healthy meals, with all children under the age of 18 eligible to receive two free meals, breakfast and lunch, at participating schools, community centers, and various locations. The program is funded by the State of California and administered by the California Department of Education in partnership with local schools, community organizations, and food service providers. The meals provided through the program are based on USDA nutrition standards, and designed to meet the dietary needs of growing children while instilling healthy eating habits.

KITCHEN INFRASTRUCTURE AND TRAINING FUNDS (KIT FUNDS)

In 2022 California passed legislation allocating necessary funds through 2025 to improve schools’ kitchen infrastructure and train food service staff with the goals of increasing schools’ capacity to prepare fresh meals on site that are minimally processed and incorporate locally grown and sustainable ingredients, and with the overarching aims of promoting nutritious foods while reducing waste.²⁹



Activate Riverside County - City of Coachella Assessment Report

COUNTY OF RIVERSIDE

Riverside County’s Office of Education focuses on developing students from the perspective of the whole child model, which includes fostering children’s physical, mental, and spiritual health in addition to their academic growth. The county’s Superintendent of Schools, Dr. Edwin Gomez, established 4 initiatives addressing issues related to equity and inclusion, mental health, literacy by 5th grade, and financial literacy to support students.³⁰

Moreover, through partnerships with Riverside Latino Commission, Riverside University Health Systems Behavioral Health, Boys & Girls Club of the San Gorgonio Pass, and the Riverside County Department of Animal Services, various organizations are helping to provide mental health services, including a program called CAREspace that creates dedicated safe spaces in schools.³¹ Given the focus on the whole child, and existing programs and initiatives serving students and families, the county’s Office of Education is aligned with Blue Zones’s efforts.

Critically, Superintendent Gomez expressed his openness and willingness to collaborate with Blue Zones, noting the importance of Blue Zones’s efforts and the need for them to be integrated regionally.



Activate Riverside County - City of Coachella Assessment Report

COMMUNITY-BASED EFFORTS TO IMPROVE SCHOOL ENVIRONMENTS

Among the most significant strengths that Coachella Valley possesses are partnerships with community organizations that work to support students and families. Schools are no longer a place that only provide an education—they are neighborhood hubs that community organizations collaborate with to offer critical services and resources, including healthcare and dental services, social services and social and emotional learning, translation services, tutoring, child care, and additional meals for dinner and during the summer. While reconciling the demand placed on schools to offer these supports with available resources poses a significant challenge, community organizations in the region of study are stepping in to assist and offer programming to help meet some of these needs. A sample of these efforts shared by focus group members are as follows.

A particularly important point of collaboration is with the University of CA, Riverside Cooperative Extension and CalFresh Healthy Living (CA SNAP-Ed). This partnership provides several schools (Caesar Chavez, Las Palmitas Elementary Schools) with gardens along with programming that includes educational services to schools and children, such as online gardening lessons, and works with volunteers and teachers to promote gardens as academic experiences. Incorporating school gardens into students’ daily activities provides meaningful opportunities to learn and experience growing and eating healthy foods.

Both CVUSD and DSUSD provide extended care through the After School Education and Safety (ASES) Program. ASES provides free after-school enrichment for students at schools through art, music and sports activities, along with academic intervention.³² This program cannot service all students that need after-school care, but has expanded its enrollment over the years due to increased support from the state’s Department of Education and local fundraising efforts. The program works through partnerships between a school and local community resources to provide literacy and study skills, academic enrichment, character development, physical activity and safe constructive alternatives for students in kindergarten through sixth grade.³³

Further, addressing how partnerships between schools and community organizations can work in more harmonious ways, and helping them create healthier environments through the Blue Zones Pledge, could further ease the burden schools face to offer the aforementioned services and resources. Community organizations can be a part of district and school wellness communities that offer valuable resources and learning opportunities to many, while Blue Zones can help to align resources to the school pledge actions through current and additional well-being initiatives.



COACHELLA VALLEY UNIFIED SCHOOL DISTRICT AND DESERT SANDS UNIFIED SCHOOL DISTRICT

District and school-level communications are bilingual, which has helped significantly in increasing family participation in events and activities. Moreover, parent and student engagement on social media is substantial and impactful—this can be a great tool for sharing well-being efforts, events, and healthy educational opportunities with district community members. The focus group illuminated the dramatic impact that this strength has had on increasing parental engagement with the school community.

At CVUSD, an initiative to revamp an athletic field and improve its surrounding area at Seaview Elementary School, which included replacing fencing, creating a walking path, building covered outdoor learning spaces, and installing new turf proved remarkably popular and successful—there are now three more fields in the district scheduled for similar renovations and improvements, and one has funding committed to it. These fields are places for students and families to learn and play in a safe, positive environment.

Wellness centers are implemented at the middle school and high school-level, with behavioral specialists and mentors, aroma therapy, meditation, yoga, and stress relief activities, free counseling to students and their families through the Latino Commission, and two counselors per school. Future plans exist to introduce wellness centers into elementary schools as well.



School meal menus include the daily availability of salads for students.

Charter schools offer family-oriented activities and community celebrations—this provides a sense of belonging and connectedness to the school and each other. Additionally, these events provide moments for the community to recognize and appreciate the cultural diversity surrounding them. Local food festivals, for example, have been a popular way to bring people in this community together and expose them to culturally relevant foods (American and Hispanic).

DSUSD promotes its wellness policy online and provides resources that align with wellness for students, such as healthy online nutrition education tools, including the Smart Snack Calculator that helps teachers and parents choose healthier snacks. In previous years, DSUSD had several schools achieve recognition from the Alliance for a Healthier Generation’s Healthy Schools Program, which indicates that these schools value making changes toward improving well-being and can implement additional well-being initiatives that already align with current efforts.³⁴

Challenges

Riverside University Health System started a farmers market that tried to enlist local farmers, but focus group discussion revealed that the initiative struggled, as it proved difficult to identify local vendors who would sell their products. Schools, therefore, could benefit by building relationships with local vendors.

Substance abuse, including marijuana and vaping, continue to pose a significant challenge for the community.³⁵ Indeed, 9.7% of high school-aged youth in California currently consume some form of tobacco.³⁶ One attempt to combat this issue involves a law enforcement officer visiting schools to educate students on the harmful effects of vaping and substance abuse.³⁷ This is in partnership with the City of Coachella, which facilitates the program through a three-year initiative, Get Your Head Out of The Clouds.³⁸

Discussions during the focus group highlighted CVUSD’s current social-emotional programs, and frequently referred to the Latino Commission’s efforts to help students living with mental health conditions. It was, however, also mentioned that there is still a need for greater programmatic support to address these exacerbating challenges.

Focus groups participants claimed that parks are run down (broken glass and poor lighting) and need improvement. The city is currently in the midst of a revitalization effort wherein parks’ facilities are improved for more effective use and to increase a sense of safety in these places. An ongoing challenge related to park usage includes meager transportation options to and from the existing parks, diminishing the benefits and purposes of offering these spaces to the community. Joint-use agreements are often used for student activities. The lack in the number of play areas combined with the physical state of existing spaces, however, has created a challenging supply constraint wherein the demand for sports fields and playtime facilities is not accommodated.



Opportunities

The District Wellness Council exists in CVUSD through the nutrition services department but focuses primarily on school meals; this can be **expanded to address a more comprehensive approach to well-being.**

At charter schools, frozen meals are heated and served since no partnerships with local vendors exist to provide fresh, nutritious meals. **Fostering partnerships with local farmers and vendors could enhance school meals that offer a greater variety of fruit and vegetables.** Most fruit and vegetables come from Los Angeles, and consist of those that have a longer shelf life, such as bananas, apples, and oranges, rather than culturally appropriate items like mangos.

Kitchens that allow for food preparation are available in CVUSD’s schools, though they are small, and fresh food is not always available. A central kitchen would likely be a suboptimal solution due to transportation challenges related to the district’s 1,200-square-mile geography. Some foods are from sources from local vendors, but most of it is outsourced.

Additional parks would offer more safe space for student and family activities.

CVUSD has several school gardens with relevant **programming—growing gardens in additional schools would expose more students to these experiential learning opportunities** that incorporate nutrition curriculum, provide opportunities for brain breaks and physical activity, and foster social-emotional skills. Blue Zones can help foster collaboration and build partnerships throughout the community to help schools receive these beneficial programs.



Item 21.

Blue Zones can help to create a streamlined approach to school health through the Blue Zones Project School Pledge Actions and offer assistance in updating the district wellness policies that districts in the region of focus will benefit from. For example, the following areas in the Blue Zone Pledge could be implemented with school principal support:

- ✓ creating additional social connectedness opportunities in and out of school
- ✓ creating physical activity opportunities and mindfulness into the school day
- ✓ specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness
- ✓ support policies for other foods and beverages available on the school campus during the school day (e.g., in classroom parties, classroom snacks brought by parents, or other foods given as incentives)
- ✓ assist in building more collaborations with organizations and community members to enhance well-being initiatives.

People and Organizations Engaged during Assessment

NAME	ORGANIZATION
Brad Hardison	Master Gardener, UCCE Riverside County
David Baucom	Director of Facilities, Operation & Planning, CVUSD
Dr. Edwin Gomez	Superintendent, Riverside County Office of Education
Grace Jimenez	Imagine School Riverside
Juanita Goodwin	Unit Director, Frank Foster & Palmer Powell Family Clubhouse Boys and Girls Clubs of Coachella Valley
Kat Satterly	CA Program Manager, Alliance for a Healthier Generation
Lisa Hernandez	NOVA Academy
Manuel Arriaga	Teacher, CVUSD
Marta Shand	Nutrition Services (former), DSUSD

FOOTNOTES

- 22 Image courtesy of the United States Census Bureau. <https://data.census.gov/profile?g=05000000US06065>

23 Building- and district-level personnel include superintendents, those from child nutrition services, and those from health and physical education.

24 Ibid

25 Coachella Valley Unified School District. <https://www.cvusd.us/>

26 Desert Sands Unified School District <https://www.dsusd.us/schools>

27 California Department of Education. (n.d.). Universal meals - school nutrition. <https://www.cde.ca.gov/ls/nu/sn/cauniversalmeals.asp>

28 Ibid

29 California Department of Education (n.d.). 2022 Kitchen Infrastructure and Training Funds. <https://www.cde.ca.gov/ls/nu/kitfunds2022.asp>

30 Riverside County Office of Education. (n.d.). Superintendent's Initiatives. <https://www.rcoe.us/about-us/superintendent/superintendent-s-initiatives>
- 31 Riverside County Office of Education. (n.d.). CAREspace. <https://www.rcoe.us/departments/student-programs-and-services/alternative-education/carespace>

32 Hwang, K. (2016, July 5). CVUSD after-school program gives students opportunity. The Desert Sun. <https://www.desertsun.com/story/news/education/2016/07/05/cvusd-after-school-program-gives-students-opportunity/86515772/>

33 Ibid

34 Alliance for a Healthier Generation. <https://www.healthiergeneration.org/>

35 Focus Group (2022, December 7)

36 Zhu S-H, Braden K, Zhuang Y-L, Gamst A, Cole AG, Wolfson T, Li S. (2021). Results of the Statewide 2019-20 California Student Tobacco Survey. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California, San Diego. https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/2019-20CSTSBiennialReport_7-27-2021.pdfv

37 The officer's visit plays a dual role of conducting a security check throughout the school building.

38 City of Coachella. (n.d.). Tobacco awareness campaign. <https://www.coachella.org/departments/police-department/tobacco-awareness-campaign>





COACHELLA

Worksites

Most Americans spend about half their waking life on the job, making workplaces a prime opportunity to encourage healthy lifestyles.



The Blue Zones approach to transforming worksites is to offer a Blue Zone Approval program that implements a critical mass of initiatives that nudge employees into moving more, eating less junk food, making meaningful connections with coworkers, and helping people find and live out their purpose.

The Blue Zones Worksite Pledge is designed along five areas of best practice:



Leadership



Purpose



Physical Environment



Social Networks / Engagement



Policies and Benefits

To achieve Blue Zones Certification, we require 50% of the largest workplaces to become Blue Zones Approved.

Employers who take the Blue Zones Worksite Pledge are offered consulting support at no cost, but they are required to take the process seriously. To that end, our assessment involved identifying the top employers in the county and then meeting with a representative sample of those employers to assess their interest and readiness to move forward with a Blue Zones initiative.

The program provides free purpose workshops and moais — a process by which we build employee social networks around walking and healthy eating.



Strengths

As indicated by the “Coachella Cares” statement at the Community led presentation, the community fosters a sense of health and well-being, and this is pervasive through the presence of nonprofit organizations and well-established partnerships in the community such as Grow Coachella Valley, and Desert Healthcare District Foundation.

- ✓ Several nonprofit organizations are doing great work supporting the health of farmworkers. These organizations include Grow Coachella Valley, The Health Equity Collaborative and Desert Healthcare District Foundation (Mobile Medical Unit, mobile Covid and Flu Vaccines, as well as HIV testing).
- ✓ Experience with prior community health initiative, “Building Healthy Communities”(BHC), focused on impacting health inequities.
- ✓ The city leadership is committed to health improvement. Being a “Healthy City” is part of Coachella’s vision and guiding principles, and Community Health+Wellness Goals - building out on the foundational commitment.
- ✓ Prior experience provides a strong foundation to improve health and build out Blue Zones in the community. Coachella was the first community to develop a five-year “Blueprint for Action” with the Clinton Health Matters Initiative (2011-2012) so there is a long-standing interest and experience focusing on a strategy to improve health and wellness in the community.



The Desert Healthcare District Foundation Mobile Medical Unit was able to provide vaccines, enabling workers to maintain health and productivity so work could continue during the pandemic. This mobile unit has now expanded its offerings to include Flu Vaccines, as well as HIV Testing for farmworkers to help keep them healthy and productive.

ALEJANDRO ESPINOZA, MPH, CHES, CHIEF of COMMUNITY ENGAGEMENT

Desert Healthcare District Foundation

Challenges

- ✓ Coachella’s zip code has some of the lowest socioeconomic index scores across Riverside County.
- ✓ BIPOC (Black, Indigenous and people of color) residents face barriers to finding culturally competent health providers. Worksite experts indicated that residents have difficulty finding health care providers with whom they are comfortable; given the limited number of culturally similar providers in the area and community residents’ language barriers.
- ✓ The recent job growth in warehouses and Logistics/Transportation industry brings jobs, but not always work that supports worker growth, development, and health. Frequently these jobs offer minimal pay, and skill development, rigid schedules, and limited options for breaks and time away policies. As one local subject-matter expert indicated, “The warehouses are coming into poor communities of color not wealthy communities because they are not wanted in the more affluent areas of the county”.



Opportunities

- ✓ Based on the community led presentation, the top lifestyle related conditions with the greatest opportunity for health improvement are obesity, sedentary lifestyle, smoking, and sleep. An approach of working with local employers to make the healthier choice the easy choice by improving access and making popular local dishes with fresh and healthy vegetables, and creating opportunities for natural movement and social connection can improve these health risks.
- ✓ Limited high wage jobs in the county so many of the younger generation leave Coachella to move for better education and career opportunities. This was referred to as community “brain drain”.
- ✓ Explore leveraging the foundation from the prior policy framework “Building Health Communities” (BHC) impacting health inequities to build out Blue Zones community initiative.
- ✓ Develop partnerships and align efforts with other nonprofits in the community to encourage employers and empower workers to improve health.
- ✓ Coachella as a city and community has a desire to focus healthy living and recreational resources.
- ✓ Coachella city goals around increasing bike lanes, and public transportation access (zero emission buses) align with Blue Zones approach to encourage active commuting options for workers in the community. Employers can encourage an active community by adding incentives for employees in their benefits designs. (Employers are not typically incentivizing active commuting today).
- ✓ Explore opportunities (proposed in community led presentation and beyond) to activate the near site green space and potentially community volunteers to enhance existing parks (such as Wellness Hub @Bagdouma Park) in the community.
- ✓ Work with employers to implement worksite social gatherings and or before/after work moais to support natural movement.
- ✓ Explore partnership with local growers to set up a Farmer’s Market in Coachella and neighboring communities.
- ✓ Partner with nonprofits and health systems to offer education of the value of fresh fruits and vegetables in diet and healthy recipes of cultural favorite dishes using healthier fresh ingredients (encourage integration into Hispanic rice and beans-based diets).
- ✓ There are opportunities to support employer and worksite health by supporting behavioral and mental health, continuing to improve access to healthcare services, health education, and communication of available services.



UNIVERSITY OF CALIFORNIA, RIVERSIDE
SCHOOL OF MEDICINE, DEPT. OF SOCIAL
MEDICINE POPULATION AND PUBLIC HEALTH

Ann M. Cheney, Ph.D

In Riverside County it is not about people at the top coming in and saying we’re going to do this because Blue Zones has found in their research that this is what’s going to make our communities healthy it’s about **providing people with the information and educating them and helping them make choices about what may or may not work in their community and then supporting them in building the capacity to make that happen ... it’s the leaders who are there to bring the resources to the community.**



COACHELLA

Restaurants

Blue Zones Approved restaurants tend to save money on food costs and attract more business through customers who want to eat healthier.



Our goal is to assure a critical mass of restaurants offer residents healthy options when they go out to eat. To that end, we administer a Blue Zones Approval Program that helps restaurants make the healthy choice the easy choice by offering plant-based meals, smaller portions, and less processed foods with sugar and sodium. Blue Zones Approved restaurants tend to save money on food costs and attract more business through customers who want to eat healthier.



In our work in cities and counties across the nation, our goal is for 10% of all restaurants within the community to take the Restaurant Pledge to become Blue Zones Approved.

The Blue Zones Project Restaurant Pledge is designed around five areas of best practices:



Healthier Entrée Offerings: Provide more entrée options that align with the plant-based focus of Blue Zones regions around the world.



Side Dishes and Ingredients: Provide more options for healthier side dishes and portion sizes.



Education and Awareness: Train restaurant staff on Blue Zones restaurant guidelines.



Physical Environment: Model the Blue Zones principles in the restaurant work environment.



Preparation and Presentation: Design menus and present food to highlight healthier options, enabling diners to make better choices

Benefits to Restaurants

- ✓ Attract new diners by offering healthier options
- ✓ Increase overall revenue with sales of healthy food and beverage options
- ✓ Community recognition for Blue Zones Approved status
- ✓ Promotion through Blue Zones Project social media and website

Relying on online sources, there are 80 restaurants located in the City of Coachella. More discovery is needed to determine a full list of eateries and a breakdown of local/chain restaurants. The majority of restaurants in Coachella appear to be locally owned and serve Mexican cuisine or specialize in tacos, with many of these being quick-serve restaurants with counter-style ordering. Most of these are mom and pop restaurants, which is a positive in our experience. These owners are most likely to have the autonomy to make marketing decisions, menu changes and modifications to the dining environment, such as removing saltshakers or eliminating free refills.

In Blue Zones Project cities, working with locally owned restaurants has been a successful strategy. Unlike regional or national chains, locally owned businesses can implement changes because marketing decisions are made by a manager or owner who is typically on-site.

There are a few chain eateries, but these all serve fast food. These include:

Del Taco

Taco Bell

Carl’s Jr.

Jack in the Box

Little Caesar’s Pizza

Domino’s

Subway

Although more research is needed, there seem to be no restaurants in Coachella that specialize in vegan, vegetarian, locally sourced, or healthier food options.





COACHELLA

Grocery Stores

Grocery stores influence what people choose to eat, for better or for worse. Food companies have known and used this to increase their sales with in-store marketing for decades, but health-promoting businesses have only recently started targeting food retailers as untapped resources for healthy eating.

 Grocery stores play a key role in Blue Zones Project as more and more customers are demanding healthy options. By following best practices from around the country, grocery stores can meet this growing customer demand and dramatically increase revenue, all while improving customers' health. Local grocery stores may already be pointing customers toward healthier choices; but there are many opportunities to expand upon what they are currently doing.

Benefits to Grocers

The Blue Zones approach to creating healthy food options benefits both residents and grocery stores. For a community to obtain Blue Zone Certification, 25% of grocers must implement the Blue Zones Pledge, which includes 35 proven best practices associated with these domains:



Healthier beverages: Promoting healthier drinks and decreasing the focus and promotion of sugar-sweetened beverages



Physical environment: Re-imagining the store layout to make healthy choices more prominent



Education and promotion: Adjusting marketing strategy and timing of promotions to highlight healthier options

Retail grocers realize clear benefits by affiliating with Blue Zones:

Healthy Sales: The employee-owned and operated chain of Hy-Vee grocery stores in one regional center in southern Minnesota and seven Iowa communities, grew sales of healthy product categories like whole grains, produce, frozen vegetables, and healthy snacks.

Customer Growth: Blue Zones social media, web, and community promotions connect the store to potential new customers and other involved organizations. Participating Iowa communities averaged 70% public awareness with several communities reaching nearly 90%. More than 50% of residents reported being highly engaged in the work.

Customer and Staff Satisfaction: The Blue Zones Grocery Store Pledge fits with evolving consumer preferences for healthier foods. Participation helps optimize and showcase these offerings.

Involvement also sends a positive message to customers and employees that the business is doing its part to help the community thrive.

Retail grocers realize clear benefits by affiliating with Blue Zones



Healthy Sales



Customer Growth



Customer and Staff Satisfaction

Grocery store chains in Coachella include:

Smart & Final



(a warehouse-style supermarket chain)

Food4Less



(a no-frills grocery chain owned by Kroger)

Walmart Neighborhood Market



(2 locations)

ALDI



Cardenas



In addition, there are approximately 10-15 small food stores in Coachella with more than half of these advertising themselves as Mexican supermarkets, grocery stores or markets.

There is also at least one discount store and several convenience stores in Coachella that sell a limited selection of groceries.

There do not appear to be any grocery stores in Coachella that specialize in health foods.

However, there is at least one certified organic farm that offers fresh, locally grown produce. Temalpakh Farm grows a large variety of organic produce from November through May. It offers residents weekly farm boxes filled with their organic produce for \$35, and it also offers wholesale pricing to restaurants. Located at the intersection of Van Buren and Ave. 55, the farm’s market is open daily except Sundays, at least seasonally, and also has a smoothie bar.

COACHELLA

People Overview

Blue Zones engages people in activities that change mindsets and habits in lasting ways. We provide individuals tools, tips, and resources that empower them to transform their lives so that healthy choices become the easy choice. During a community transformation, our staff administers a Blue Zones Ambassador Program aimed at 15% of the adult population (a tipping point needed for widespread change).





COACHELLA

Civic & Faith-Based Organizations

In addition to business and government, a third lesser-known sector exerts a major influence upon every aspect of life in a community: religious congregations and civic organizations, ranging from service clubs like the Rotary to advocacy groups. Very little progress is made in any direction without their valuable involvement.



Civic organization and faith-based communities have a unique ability to connect and engage a large number of residents from a wide range of ethnic, cultural, racial backgrounds, abilities, and language groups.

During the life of a Blue Zones Project, faith and civic organizations are involved as leaders, designing the overall well-being plan for the community, as engagement partners that mobilize an informed community to support and amplify the work, and by utilizing the Blue Zones Organization Checklist that support the well-being of their employees and stakeholders.

Civic Organizations

The City of Coachella has a strong amount of civic engagement. Some notable agencies involved within the community are:

Alianza Coachella – this non-profit formed out of the work of the California Endowment.

Pueblo Unido PDX – legal services for immigrants.

Raices Cultura – youth empowerment through the arts

Hidden Harvest – gleaned program providing local fruits and vegetables to the food bank and senior centers (Valley-wide but located in Coachella)

One Future Coachella Valley – preparing and connecting students to post-secondary education

Lift to Rise – Housing stability and economic mobility

TODEC Legal Center – Serving Immigrants and their Families

Alianza Coachella is engaged in civic projects related to civic engagement, environmental justice, community justice, and youth organizing. It brings together community members, non-profits, and government leaders to shape policy and public funding priorities. Some notable recent accomplishments include changing the Coachella Valley Water District from an all at-large board to a district board, which ensured minority representation on the board, and also formed the Disadvantaged Community Infrastructure Task Force in the Water District. Alianza’s other recent accomplishments include lobbying for the first public bus route in North Shore, securing funding for paved roads in 40 eastern Coachella mobile home parks, and organizing two youth-led festivals.



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Item 21.

Hidden Harvest is a Coachella based organization that serves the greater Riverside County area. Hidden Harvest is a produce recovery organization that employs low-income farm workers to “rescue” produce that is left behind in fields and orchards and provides this rescued produce to low-income members of the community. Hidden Harvest has gathered hundreds of thousands of pounds of produce left behind for a variety of reasons, including superficial blemishes, overproduction, and falling market prices. The fresh produce rescued has been delivered to over 50,000 in-need residents of Riverside County.

OneFuture Coachella Valley works to prepare local students for college and the workforce by supplying scholarships and financial aid. They also provide students with meaningful career explorations in concert with local schools and business partners.

Life to Rise brings together community advocates and policy leaders in both public and private sectors to increase housing stability and upward financial mobility among families in Coachella. Their 2022-2024 Action Plan was created as the result of several years of cross-sector collaboration, community listening, focus groups, and extensive data analysis.

Faith-Based Organizations

There are a small number of Faith communities within Coachella, the majority of which are Christian, and several of which cater to the Spanish-speaking population. There is a high amount of collaboration among the Coachella Valley faith leaders.

There are over 8 tax-exempt religious organizations in Coachella, CA.

Faith-Based Organizations in Coachella, CA

- ✓ Iglesia Bautista del Valle
- ✓ Our Lady of Soledad Parish
- ✓ Pentecostal Church
- ✓ Templo La Hermosa of the Assemblies of God of Coachella
- ✓ Iglesia Evangelica Libre de Coachella
- ✓ Apostolic Church
- ✓ The Promise Church
- ✓ Tam Nguyen Temple

Community-Generated Input: Faith, Civic and Community Engagement

Our focus group meeting was attended by 4 representatives from public health and nutrition organizations. During the focus group, we learned about the strengths, opportunities, and challenges in community involvement in Coachella.



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COMMUNITY-GENERATED INPUT

Strengths

- ✓ The Interfaith Alliance led by Jacob Alvarez has no formal website but does have an active email distribution list.
- ✓ Riverside County is not particularly siloed.
- ✓ The Galilee Center in Mecca has a thrift shop that helps fund Martha’s Village which is a homeless shelter. They also bring portable showers to farmers, among other projects.
- ✓ True collaboration exists in the city, such as addressing housing and rental issues during the COVID-19 pandemic.
- ✓ The police bring social services when working with homeless encampments.
- ✓ In nearby Indio, the Backpack Medicine and the Volunteers in Medicine groups have been helpful.
- ✓ The Retired and Senior Volunteer Program through the Office of Aging.
- ✓ Women in Agriculture is a strong organization.
- ✓ In Coachella, youth helped to spread the word about hydration stations, which was a great opportunity for them.
- ✓ There is also the Boys and Girls Club of Coachella Valley that does outreach programming.
- ✓ There is an online portal for school parents called “PeachJar” which also reaches Head Start parents.



Challenges

- ✓ Coachella is very far east and so it's difficult to recruit volunteers from across the county to come; Palm Springs residents don't want to leave Palm Springs.
- ✓ Residents of Coachella are lower-income and the city doesn't have a big budget and is stretched for time.
- ✓ A lot of civic groups overlap city boundaries.
- ✓ It was noted 95 percent of the county are Spanish speakers, and 80 percent of Spanish speakers are Catholic, so the Archdiocese is a good method of communication out to the community.



Opportunities

- ✓ Opportunities for the Optimist Club and Rotary to connect with schools.
- ✓ Volunteer clearing house is needed.

Many residents don't have cars, which is problematic because they often have to leave Coachella for services like medical appointments. However, the younger generation is helping around their households with things like giving their parents rides outside of the city limits. Also, farmworkers do a lot of carpooling, which caused an issue while COVID restrictions were in place, however, this helped to leave a car at home for stay-at-home spouses who needed to run errands or take children to school.

Focus group members emphasized the need for a local Coachella voice within the broader county. They expressed that just because a person may work at a farm doesn't mean they have access to the fresh food grown there.

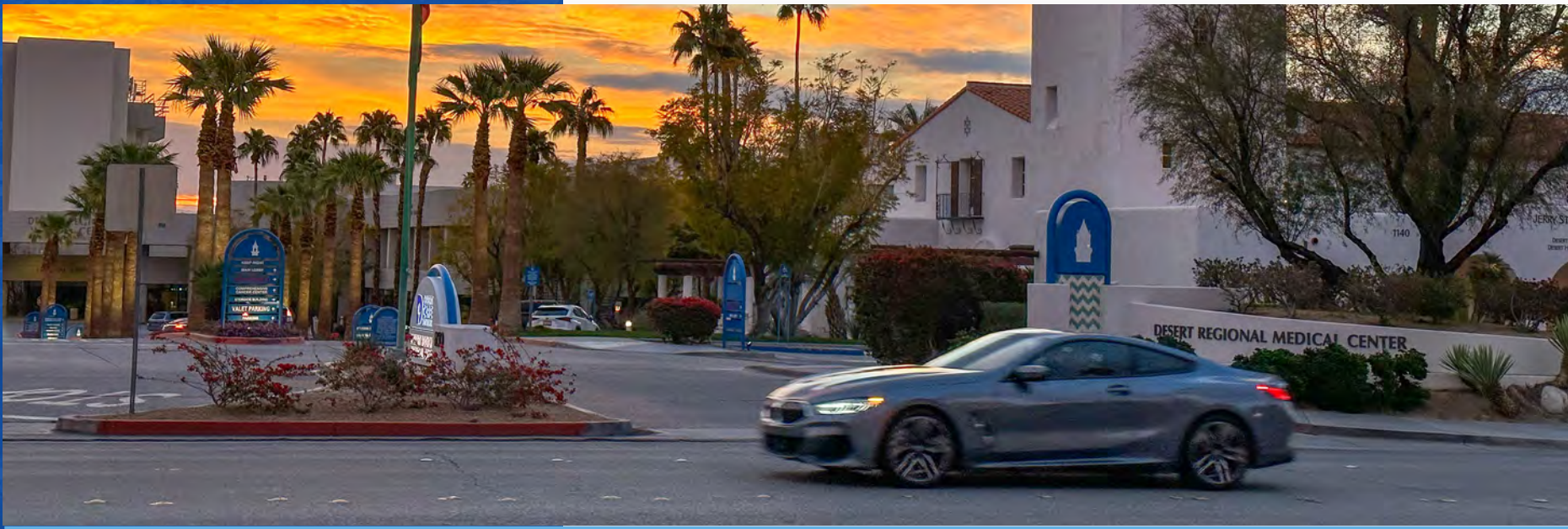
People and Organizations Engaged

NAME	ORGANIZATION
Jenna Lecomte-Hinely	Health Assessment and Research for Communities (HARC)
Gayle Hoxter	PH Program Chief III, Nutrition And Health Promotion, RUHS Public Health
Kim Saruwatari	Director of Public Health, RUHS Public Health
Tanya Mayton	RUHS Nutrition Services

Appendix

RIVERSIDE COUNTY

Built Environment



Riverside County, part of the “Inland Empire,” encompasses a massive territory with a rich array of assets to leverage to increase well-being throughout the region. With a history stretching back centuries, the County is home to diverse populations and cultures that contribute to the unique fabric of the community. Hosting a number of County, State and National Parks, Forests, Refuges, Monuments, Wilderness & Conservation Areas and Preserves, the range and bounty of natural open space in Riverside County is unmatched. Local geography spans mountain ranges, river valleys and desert that has been explored throughout history by Native Americans, Spanish Mission Fathers, gold prospectors, agricultural interests and people seeking a new life.

The evolution of transportation in the region spans the history of travel itself: from walking the Spanish Trail to horses leading stagecoaches to steam engine trains and the railroads and major highways of today. The area is also known for a citrus industry that started with the introduction of the navel orange and lemon trees. Growth has been driven in recent decades by people looking for affordable housing outside of the Los Angeles and San Diego metro areas, with corporations following the growth in some parts of the county.

Leveraging this growth to build walkable communities throughout the county to create a sense of place can also double as an economic development strategy for cities within the county. The County displays a past ability to change with emerging trends. The County now has an opportunity to manage growth to ensure the health and economic well-being of residents for a more resilient and economically stable region. Implementing people focused transportation networks with supportive land use policies should include connected bicycle, pedestrian, trails and transit networks that provide access within, to and among the various cities clustered in the west side of the county to the east side and major



metropolitan areas nearby.

There is significant research that links walkable places with resilience, economic growth and community well-being. For example, research has shown positive correlations between improved walkability, enhanced value of local services and goods and the creation of more job opportunities. In Lancaster, California, making the downtown more walkable generated \$130 in private investment and \$273 million in economic output after the City invested in taming its Main Street to create not only a walkable downtown but a central gathering area for the city.¹

According to Cities Alive: Towards a More Walkable World, walkability creates public spaces that are a pleasure to pass by and ensures small and well-planned distances between destinations to enhance the pleasure of strolling through the city and enjoying local services, shops and landmarks. A city’s identity is driven by how cultural and social interactions occur, which can be enhanced by improvements in the public realm to create that greater “sense of place.”²

Riverside County’s built environment assessment was completed through research, observation and conversations with local leaders. This process was facilitated by the Blue Zones Built Environment Team, who engaged with key stakeholders and conducted



Optimizing built environments can increase physical activity of an entire community by over 30%.

Our built and natural environment has a direct impact on our health, and — for most people — the amount of daily physical activity they get.

windshield and walking tours. This engagement was to assess the County and individual city readiness to improve well-being through more opportunities to move naturally, socialize, and downshift. The Built Environment Team gleaned insights into planning and leadership, existing on-the-ground efforts, and other considerations.

This report summarizes key findings, observations and next-step recommendations for the County. It is intended to inform stakeholders and leadership, with the goal of advancing informed and strategic decisions

about built environment opportunities and priorities. Based on our evaluation, supplemented with on-site interviews, and additional research into the policies and practices of Riverside County, we believe there are a number of ways to strengthen the region’s built and natural environment across the County.

Blue Zones Built Environment Goals



Routine, daily movement and social connection are central tenets of the Blue Zones principles of a healthy, engaged lifestyle. This does not necessarily mean structured exercise or scheduled interactions, rather, through an environment that is supportive of walking, bicycling, and social connectedness. Essential Blue Zones goals for the built environment include moving naturally, encouraging social gathering places, completing neighborhoods, and increasing housing options. Extensive research has demonstrated that neighborhoods or communities that have these components have higher rates of walkability, economic development, vitality, and greater overall health and safety for residents. Each of the core Blue Zones built environment goals are described below.

PROMOTE NATURAL MOVEMENT: A comprehensive and connected network of pedestrian and bicycle facilities, such as sidewalks and crossings, bicycle lanes, and trails are available to all residents and visitors. Major roads are designed or retrofitted to fully accommodate those walking and bicycling to access their destinations safely and comfortably. Streets are compact, green, comfortable, and inviting, serving low-speed movement of all. Traditional, well-connected paths favor walking and biking. Essential to this goal is ensuring the safety, security, and access for people of all ages and abilities. Daily needs are met the easiest by walking among mixed use buildings, parks and plazas.



ENCOURAGE SOCIAL GATHERING SPACES: Accessible areas are integrated into the neighborhood fabric to facilitate and encourage connections between people and places. Examples include parks, open spaces and community nodes like a plaza or neighborhood square. Sometimes uninviting and nonessential pavement can be transformed into community amenities.

INCREASE COMPLETE NEIGHBORHOODS: Offer residents options on where and how to live, work, shop, play, learn, worship, and get around. Destinations and well-connected low speed routes are designed to encourage social connections and reward those who arrive on foot or bike. Benches, shade structures, planters, awnings, water fountains, human scaled lighting, way-finding elements and well-placed quality bicycle parking offer safe, welcoming, comfortable, and appealing surroundings. Buildings provide security by their placement near walkways and transparent window coverage.

INCREASE HOUSING OPTIONS: Providing a range of housing can increase affordability of neighborhoods and communities. Missing middle housing, such as accessory dwelling units, townhomes, duplexes, four squares, courtyard homes, pocket neighborhoods, apartments and other housing options traditionally found in communities are encouraged. Missing middle housing can also help gently increase density in a neighborhood, increasing its vitality, sense of community, and opportunities for social connectedness.

Assets & Strengths

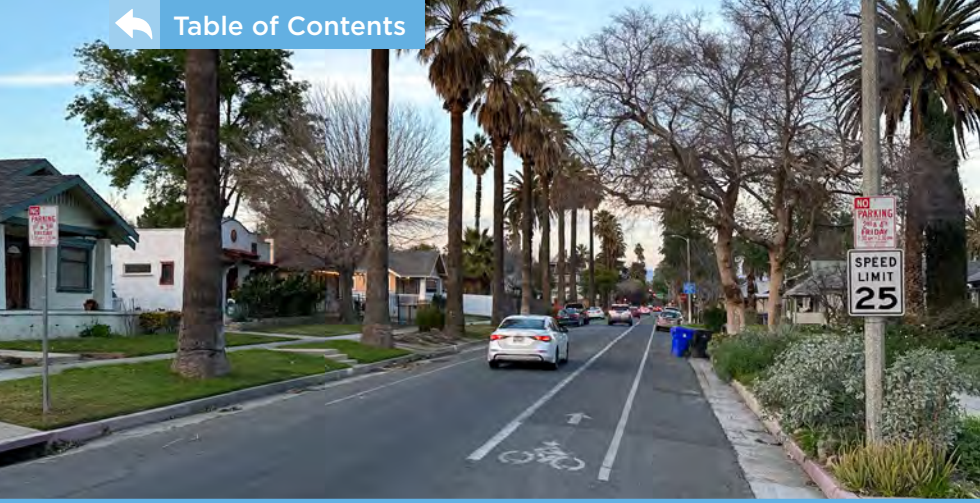
The communities of Riverside County have a number of assets to leverage to help create environments that better prioritize pedestrians, support natural movement by foot and bicycle, and create social gathering areas. Essential assets across the County include:

ENGAGED COMMUNITIES: Riverside County has small-scale rural communities, suburban development and mostly built-out urban cities. Cities within the County are engaged and committed to honoring the diverse populations, welcoming healthy development, and creating vibrant and inviting communities. Several of the cities assessed are eager to tackle barriers they are facing to become model communities that prioritize well-being with a sense of identity that reflects the growing population. While the various entities are at

different stages on this spectrum, the region has a history of evolving to meet the demands of change.

ACCESS TO NATURE: Growing up in Riverside County affords close contact with an abundance of nature, even when living in urban areas. The impact of





land-consuming sprawl settlement and over-paving varies across the county, with competing interests in maintaining rural feel and demand for affordable housing. Existing regional trail networks provide unique connections and opportunities for natural movement, and the bounty of open and green spaces provides endless cultural, historic and natural experiences. The County and the State have prioritized resources to sustain natural spaces for residents to continue to enjoy and to have healthy, livable, affordable, and vibrant places to call home. Access to nature on a daily basis provides significant health and learning benefits, so ensuring connections to assets is important for residents and visitors alike.

MURAL ARTWORK: Public art murals add interest and value to communities, while also providing an economic opportunity for encouraging local investment in the community. Local murals are on display in a number

of the communities visited in Riverside County and can provide a means to connect within the community across cultures and language barriers.

TRANSIT MOBILITY HUBS: The benefits of public transportation are amplified when systems provide reliable, interconnected, high-quality user experiences. Governed by a regional transportation entity, Riverside County transit systems are connected and supported in some locations by local circulators. These connections help riders move throughout the area, are safer than car travel, and can improve a city’s economy by giving more people the ability to get to jobs and meet daily needs. Transit Oriented Development land use designations paired with frequent or on-demand transit service to key local destinations provide access, choice and freedom.

DOWNTOWNS WITH ARCHITECTURE THAT HAS RETAINED ITS SOUL: A walkable city consists of a series of walkable neighborhoods, and it’s these neighborhoods that give many cities their character. Some of the cities visited have retained the character of their original downtowns and surrounding core neighborhoods, with an abundance of beautiful buildings throughout the county. This traditional architecture is a wonderful asset from which to build and leverage. The adaptive re-use of these structures



should include mixed uses such as affordable housing, ground floor retail, office space and food access options that can serve the community in the surrounding area to highlight the unique flavor or attributes of the area. Newer cities in the county can implement policies to create town centers that mimic the successful local examples to create a sense of place for residents.

A STRONG TRANSPORTATION COMMISSION: A unique asset, Riverside County Transportation Commission (RCTC), functions as the Regional Transportation Planning Organization to distribute State and Federal funding. The RCTC also distributes Measure A funds – a half cent sales tax approved through 2039 - to every locality in Riverside County. Each community receives a fair share of local road funds for all transportation needs identified and approved in local Capital Improvement Plan budgets for capital, maintenance, and operating cost.

RCTC provides all transportation planning, design, operations and funding in the county; manages transit, toll express lanes, mobility hubs, bus stops and rail stations; makes major improvements to highway

corridors; helps local communities build railroad overpasses and underpasses; administers state and federal funds to improve sidewalks, bike lanes, and accessibility for persons with disabilities (ADA); as well as funds for specialized transportation in partnership with Metrolink, SunLine Transit Agency, and Riverside Transit Agency.

Additionally, in January 2021, the RCTC became the managing agency for the Western Riverside County Regional Conservation Authority (RCA). Created in 2004 to implement one of the largest Multiple Species Habitat Conservation Plans (MSHCP) in the nation, the MSHCP mission is to protect multispecies habitat in permanent conservation to provide access to open space and reduce nature deserts. Currently, there are 410,000 acres acquired with a goal of 500,000 acres to form a habitat reserve for 146 native species. The RCA also monitors habitat loss and the welfare of protected species, while managing the conserved lands to help animals and plants thrive.



Challenges & Threats To Overcome

There are several significant challenges that could prevent or hinder Riverside County from maximizing or fully capitalizing on the assets described. During our focus group meeting, we heard from participants on challenges that are preventing residents from fully maximizing the built and natural amenities Riverside County has to offer. This includes:

MANAGING LOGISTICS AND WAREHOUSING SPRAWL: While a local economic driver, the logistics and warehousing locations across Riverside County maintain an immense footprint with significant impacts to transportation networks, air quality and livability of the area. A comprehensive vision for containing future growth to ensure community and economic benefits, infilling what is built, and managing the sprawl of this type of development is key for communities to maintain their identity and quality of life. Street networks within and to these immense complexes also require review to reduce the overly wide pavement and consider roundabouts (mountable for large trucks) to better manage traffic flow.

DEFAULT STREET DESIGN: Design guideline standards county-wide should be updated to create safe streets. The default typical section county-wide is to build a

5-lane street that move cars as quickly as possible with overly wide lanes, regardless of the purpose of the street or the surrounding land use. Commercial corridors, neighborhood collectors, and residential streets should all be designed with people as the priority and within their land use context. The main purpose of these types of streets is to provide access and move people. A default typical section for average daily vehicle trips of less than 20,000 should start at 2–3 lanes, no more than 11-foot wide. Design elements that should be considered include 6-foot wide sidewalks, 10-12-foot wide side-paths or trails, buffered or protected bicycle lanes, on-street parking and mid-block pedestrian refuge islands between intersections.

MORE STAKEHOLDER ENGAGEMENT REQUIRED: While we were able to engage with a number of city leaders, it would be beneficial to further engage RCTC to better understand potential concerns, areas of focus overlap and how efforts could be leveraged and messaged to better serve communities. Transit, in particular, is an essential means of travel to help address commuter traffic. Convenient connections from housing to existing and planned mobility hubs should be done in partnership with the communities they serve. RCTC is a willing partner to participate, and bringing their voice to the table provides an opportunity for all parties to better understand how their existing services can amplify and complement serving the growing community.



Opportunities

Based on our time in the community, research, and follow-up interviews, the Blue Zones Built Environment team found emerging themes county-wide for improving well-being and walkability. The Team has developed initial recommendations for what the County could do to increase well-being. Key overarching opportunities noted to promote more natural movement include:

UPDATE STREET DESIGN GUIDELINES AND STANDARDS: Riverside County can work with RCTC to conduct an internal policy and process review for all governing agencies for how new streets are designed, developer requirements are written, and the annual

street repair and maintenance cycle is prioritized. Changes for a more people-focused built environment could be incorporated into County policy for local jurisdictions to apply. Minimal changes to design guidelines when repaving and re-striping streets could incorporate reduced vehicle lane widths to include buffered or protected bicycle facilities; fill sidewalk gaps; and retrofit curbs to meet ADA standards. Additionally, default design standards when new streets are planned or developed should complement and



support the surrounding land use i.e. if the street is a residential or neighborhood collector street surrounded by housing with a desired speed of 25 mph, the road needs to be designed for that speed to significantly transition the pedestrian experience to be comfortable and safe.

ADOPT VISION ZERO RESOLUTION AND IMPLEMENTATION STRATEGY: The county could impact the transportation network comprehensively by working with the RCTC to formally adopt a Vision Zero Resolution and Implementation Strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility. A Vision Zero Resolution and Action Strategy are an opportunity to look holistically at how the County, cities within the county and RCTC plans, designs for, and accommodates people using all modes of travel to move safely throughout the county. Using crash data to identify key projects to implement and prioritize funding, a Vision Zero Strategy can be an effective tool for meaningful impact. Having a strategy in place can also leverage RCTC funding to apply for significant Safe Streets 4 All Federal grants.

SAVE OR CREATE THE CORE: Restore, revitalize, and infill main streets, downtowns and adjacent neighborhoods to take advantage of existing gridded streets, services and buildings, and thus avoid the

need for new and expensive repairs to maintain infrastructure. By focusing first on historic downtowns and the surrounding core areas, the County can preserve and enhance each community’s individuality, identity, character, history, and culture. With its colorful historic past, Riverside County communities that are emerging in unincorporated areas can tap into these same desired characteristics for creating a unique local identity. Walkable downtown cores or town centers, close-in neighborhoods, access to parks and trails can all be created through policy frameworks that guide development for land use and supporting transportation networks.

INCREASE HOUSING OPTIONS: Increase housing stock for community members, maintain affordability and address local displacement due to the influx of commuters by creating a county-wide policy that allows and encourages a variety of housing options to contribute to improved walkability. “Missing middle” housing types such as accessory dwelling units (ADUs), duplex, triplex, four squares, garden apartments and townhomes should be allowed, encouraged and incentivized in emerging areas and existing neighborhoods. An audit of existing housing, and a review of county-wide and local regulations could identify any unintentional Zoning language preventing missing middle housing from being built. Working with engaged developers to identify any opportunity

to modify plans and offer a greater variety of housing types will greatly improve the livability and walkability of the residential development underway and in the future to meet the local housing demand.

Readiness

A first step after Blue Zones is invited into a community is to assess readiness. This is an essential step as a number of communities are interested in transformation to enable “making the healthy choice the easy choice.” Specific to our four policy areas, we seek to answer the following questions:

- Does the **political leadership** of the jurisdiction have a strong willingness to support Blue Zones efforts?
- Are the city’s/region’s **decision-makers** on board to change (some) jurisdictional policies and processes to support a Blue Zones project?
- Are **community groups** excited about the possibility of a Blue Zones project and on board to partner and collaborate to move a Blue Zone project forward?
- Are other **community influencers** excited about the potential and willing to support our work?

Across Riverside County, the Built Environment assessment of each community found a range of opportunities from a county-wide perspective to the micro-level in each city. Some cities are further along with understanding the change that needs to occur for well-being and others have a greater ability to put policies into place now to ensure future development creates a connected, walkable and livable community. Through conversations with local stakeholders, officials and local leadership, the Blue Zones Built Environment Team is confident that there is support, enthusiasm, and desire to do the hard work needed to transform the communities assessed in Riverside County and to increase well-being region wide.

Acknowledgements

Ann Mayer, Executive Director, Riverside County Transportation Commission

Stakeholders in the assessed communities informed the Riverside County report

¹ Steuteville, Rob. “Ten economic benefits of walkable places.” Published in CNU’s Public Square, August 21, 2021. <https://www.cnu.org/publicsquare/2021/08/18/ten-economic-benefits-walkable-places>.

² ARUP. Cities Alive: Towards a More Walkable World. 2016.



RIVERSIDE COUNTY

Food
Environment



Riverside County has a rich agricultural history and remains an agricultural powerhouse today in many areas. It is also a geography in transition, with the development of massive tracts of warehouses, new housing developments for a growing population, and a diverse populace that brings an array of food-related preferences and practices. For some communities within the County, easy access to affordable, healthy food near where people live, learn, and play is a challenge. Long commutes and the cost-of-living are squeezing household budgets and families are stretching to meet basic needs. Yet, in many places, there is an abundance of just-picked, healthy food and a broad availability of food options. The mild climate fosters a culture which supports healthy food – often grounded in the cultural traditions of residents. With an intriguing range of assets and opportunities, Riverside County, California, is well-positioned to ensure the people who live and work there can maximize their well-being.

Riverside County’s food environment assessment was completed through background research, a multi-day site visit with stops in numerous communities, and interviews with local leaders. Led by the Blue Zones Food Environment Team, this process engaged key food and agriculture stakeholders and included windshield and walking tours; visual inventories of food-related assets; and a scan of relevant food-related policies. The food environment assessment is a means to evaluate community readiness to enhance well-being. This can occur by increasing access to healthy food and beverages and decreasing access to unhealthy food and beverages in the places people spend their time.

The food environment assessment generated insights into planning and leadership, current food environment development activities underway, and other key factors at the intersection of food, health, and agriculture.

This assessment report synthesizes core findings, related next steps, and perspectives on the state of Riverside County’s food system. The report is designed to provide useful information to community leaders and interested stakeholders, with the aim of generating strategic, informed decisions about opportunities and priorities. The Riverside County food environment assessment has generated a clear set of opportunities to further enhance the area’s food environment.



Blue Zones Food Environment Goals

Enjoying a nutritious diet daily, combined with social connection, and a sense of purpose are fundamental components of the healthy, active Blue Zones lifestyle. In the context of food, this means the community where we live and the environments where we spend most of our time offer affordable, culturally relevant, nourishing dietary choices and the opportunity to relax and enjoy our meals in the fellowship of others. It also means our local food system fosters a vibrant, healthy local food culture; access to nutritious options in the places we spend time; community food assets and infrastructure that promote local agriculture and healthy options; and the development of healthy food skills across the lifespan. Policy and systems changes, combined with shifts to community infrastructure, are proven ways to move the dial on health outcomes. Each of the core Blue Zones food environment aims are described below.



MAKE HEALTHY FOOD ACCESSIBLE AND AFFORDABLE FOR EVERYONE: Increase participation in healthy food programs; ensure children have enough healthy food to eat; and foster healthy hunger relief programs to ensure that all residents have easy access to healthy food.



BUILD FOOD SKILLS: Prioritize education on how to grow and cook healthy food and foster opportunities for families to eat together. Strengthening people’s food skills can equip them with the knowledge they need to select and prepare healthy food, improving the nutritional quality of their daily food choices.



INCREASE HEALTHY FOOD ENVIRONMENTS: Ensure healthy options and habits for young children, children in K-12 environments, and on college campuses; increase healthy eating behaviors in hospitals and public institutions; and promote healthy options and habits for everyone. Making the healthy choice the easy choice in the places people spend time will increase consumption of nutritious items and decrease consumption of unhealthy items.



GROW LONG-TERM COMMUNITY HEALTH: Establish lasting leadership on food issues for the community; build a base of resources to keep children healthy; and make healthy grocery access easy for everyone. Ongoing, thoughtful planning around food, health, and agriculture with consistent relevant resource support creates healthy choice options in a community.



GROW THE LOCAL FOOD SUPPLY: Use public land and planning to enable food production by local residents; care for natural resources needed to grow food; and support area farmers and food enterprises to raise and sell food for local markets. Creating and sustaining a community’s infrastructure around food production and food and farm enterprises fosters a dynamic food culture; galvanizes the local economy; and fosters community food self-sufficiency.

The Blue Zones Food Policy Menu identifies specific strategies that can help achieve the above goals for Riverside County.

Assets & Strengths

Riverside County features numerous resources to support food environments that foster a vibrant local food culture, healthy food skills and food environments, and a robust community food infrastructure. Key assets include:

LONGSTANDING AGRICULTURAL EPICENTER:

Agriculture is a central activity around the county, including nut and fruit orchards, date groves, fruit and vegetable production, and some animal production. Agriculture defines a sizable portion of the county’s economy, cultural identity, workforce, and land management. Unlike most places in California, some parts of the county are not struggling with water access issues. The University of California Riverside campus features large plots of land in agricultural production that serve as research plots. Many of the incorporated and unincorporated communities across the county have established zoning codes to preserve and protect farmland; agricultural activity often occurs adjacent to housing developments and town centers. The presence of agriculture in Riverside County means that decision-makers are accustomed to making long-term decisions about food production; understand the importance of policymaking and cross-sector collaboration related to food, health, and agriculture; and are open and willing



to undertake innovative food environment initiatives.

RECORD OF HEALTHY EATING INITIATIVES: Across the county, there are numerous systems and organizations that focus on food and nutrition. Riverside County is committed to providing programs and making systems changes that increase people’s access to affordable, healthy food where they live, learn, and work and equip them with the know-how to plan, grow, make, and enjoy a healthy diet. County administration of CalFresh and WIC, in cooperation with UC Cooperative Extension, provide food-focused public health programs; broad-based food insecurity and nutrition resources; and

nutrition education and support through health systems. Notably, many of the County’s School Districts offer farm to school programs, including purchasing and preparation of locally grown foods; school gardens with cross-subject curricular content; and academic and non-academic opportunities for students of all ages to learn about food, health, and food production. In fact, the Riverside Unified School District has established a successful food hub, procuring food from local growers for school meals. This exciting asset offers promise as an infrastructural resource to other school districts and organizations with institutional food services interested in farm to institution efforts. Furthermore, California’s statewide investment in universal free school meals and USDA sponsored snack and supper programs, combined with county-wide food resource programs (such as backpack programs, school-based food pantries, and regularly scheduled food distribution days at area schools) help close the meal gap for many Riverside County students. Finally, county-wide nutrition education learning opportunities are available to specific populations on an ongoing basis, such as SNAP-Ed classes offered to those enrolled in CalFresh. WIC, CalFresh, and area health systems also offer nutrition and lifestyle education to patients..

BUILDING A NEXT GENERATION OF GROWERS AND FOOD ENVIRONMENT PROFESSIONALS: In various parts of the county, there are institutions with active

and planned high quality educational programs designed to create a future workforce for the county’s food system. UC Riverside offers multiple majors and a wide array of coursework in food and agriculture-related subjects, as well as access to numerous career development opportunities in the county. Formal and informal agriculture education programs at the secondary level are available in districts across the county, including agriculture education classes, Future Farmers of America (FFA), Riverside Food System Alliance, and student clubs. Mead Valley’s high school features a brand new array of resources to support their programs, including an aquaponics facility; multiple raised beds; and large production areas that raise food for the school’s cafeteria. Coachella has a massive, ambitious agricultural studies complex planned, with construction beginning later this year and significant support from local agricultural interests.

PASSION FOR GARDENING: Throughout the county, many people participate in food gardening, and County and local policy encourage it. Community gardens feature raised beds, learning opportunities, and social gathering spaces, many of which are supported by local municipalities, faith based organizations, non-profit organizations, and affordable housing complexes. Gardening clubs, programs, and resources (such as the countywide UC Cooperative Extension’s Master Gardener program) support individual and

community gardens, equipping people with the seeds, knowledge, and tools needed to raise food for themselves, their loved ones, and the community. For example, Banning is investing municipal resources in the construction of a new community garden and educational space, providing much needed infrastructure and a hub for its gardening culture.

HELPFUL FOOD AND AGRICULTURE-FOCUSED POLICY AND PROGRAMS:

County regulation and policy encourages and permits farmland preservation; beekeeping; backyard small animal husbandry; micro home kitchen operations; and cottage food operations. Other countywide efforts further community well-being with specific emphasis on healthy eating. The Healthy Riverside County Initiative combines four components—healthy eating, active living, tobacco control, and the built environment—to



address issues of chronic disease. The Riverside County Health Coalition, a collaboration that undertakes policy development, advocacy, and community engagement to promote healthy lifestyles. The County Nutrition Action Plan (CNAP) main focus is on countywide nutrition action plans and is a public-private partnership addressing the food system as well as USDA-funded programs. Finally, the Ag Trail is a project to promote agriculture and connect Riverside County farms to homes and businesses.

MOMENTUM ON FOOD ENVIRONMENT

INFRASTRUCTURE DEVELOPMENT: There is both strategic coordination and independent emergent efforts to create what will become an ecosystem of local food environment infrastructure across the county. All of these efforts provide important mutual learning opportunities across geographies and systems, as well as a powerful, aggregate investment in Riverside County’s future local food system. This includes Coachella’s new agricultural high school complex, combined with new, innovative tribally operated organic farm and food hub across the street; Banning’s new community garden complex; the City of Riverside’s long term, comprehensive food system development plan and associated plans for a large incubator farmer program on the edge of town and the school district’s new food hub; and Mead Valley’s new agricultural infrastructure which includes a school farm. These reflect this momentum.



Furthermore, the collaborative leadership required to advance the City of Riverside’s ambitious food system plan illustrates the potential and need for cross-sector strategic partnerships aligned around a shared, comprehensive vision. This leadership model, further nurtured in communities across the county, and collectively across these communities, demonstrates exciting potential for how Riverside County can develop and advance ambitious, much needed innovations at the intersection of food, health, and agriculture to support community and economic well-being for years to come.

Challenges & Threats to Overcome

There are several challenges that could prevent or hinder Riverside County from maximizing or fully capitalizing on opportunities. These include:

COST OF LIVING, FOOD INSECURITY, AND HEALTH:

Like most of California, residents in Riverside County struggle to make ends meet. The rising cost of food, high gas prices in communities primarily designed for vehicle use, expensive housing, and other expenses (such as childcare) are combined with lengthy commutes. Time burdens are a reality for most residents. Cessation of COVID-related Federal food benefits occurring this month will further exacerbate food insecurity for Riverside County residents.

Concerning rates of food insecurity and many working low wage jobs present very real obstacles for people just trying to get by. The psychological stress of this reality, combined with the health impacts of a poor diet, mean a higher incidence of diet-related diseases.

RAPID COMMERCIAL AND RESIDENTIAL

DEVELOPMENT: As an historically agricultural region, the Inland Empire is facing dramatic change, particularly in unincorporated areas. Developers are purchasing farmland, transforming it into miles of large warehouses and housing developments. The County government is racing to keep up with these rapid shifts, addressing basic infrastructure needs (such as roads, utilities, and commercial needs) and has little time for longer term planning around land use and considerations like agricultural production and food access. This momentum is permanently and quickly shifting the landscape, culture, and character of the region.

STRENGTHEN FOOD ENVIRONMENT PLANNING

AT THE COUNTY LEVEL: There currently is not a structured, comprehensive plan for food environment development at the county level. Across scales, geographies, jurisdictions, sectors, and issues, there is a need for a thoughtful plan that describes opportunities, needs, goals, associated objectives and evidence-based actions, with an associated workplan. Riverside County must thoughtfully and holistically address

healthy food access in the places people spend time, food skills development, healthy food infrastructure, local food culture, and agricultural vitality in the region. To do this, a collective understanding on investment and engagement of leadership across many agencies, institutions, and places are needed. Adopting a similar approach with a cross-jurisdictional, cross-function, cross-sector framework can provide a fundable, strategic roadmap for the county’s food future. Furthermore, an operational backbone to support the execution and necessary collaboration of this effort is needed.

Opportunities

Participants identified several opportunities to improve food environment in Riverside County. These include:

COUNTYWIDE FOOD ENVIRONMENT PLANNING:

Riverside County would benefit from the development of a countywide food environment plan that responds to and aligns with existing, planned, and hoped for healthy eating and food environment development plans in communities across the county. This plan can guide county-level efforts to cultivate and coordinate food skills development; healthy food environments; local food infrastructure development; farmland preservation; and community and economic development efforts that foster a vibrant culinary and agricultural identity for the region.

HEALTHY INSTITUTIONS: There are a series of strategies that can be implemented in anchor institutions across the county that play a role in healthy eating. Expanding participation in state-funded Market Match programs, combined with prescription produce and other local incentive programs for eaters with limited resources, can increase peoples’ access to healthy food and reduce their risk of diet-related diseases. A comprehensive initiative to support corner and convenience store ‘makeovers’ to reduce unhealthy food and beverage availability and increase nutritious offerings would be a welcome addition. Additionally, updates and enhancements to school district wellness policies across the county would be a beneficial step, including universal use of second chance breakfast at all Riverside County public schools. Institutional food services in community anchor institutions (such as hospitals) and worksites could create nutrition guidelines that align with Blue Zones nutrition standards for food service, vending, and catering. Expanding farm to institution programs at anchor institutions, including implementation of ‘Good Food Purchasing Practices’ and expansion of the Riverside Unified School District’s food hub to serve these food services could continue to improve community health and economic vitality of the region.



FOOD INSECURITY SCREENINGS: Finally, establishing food insecurity screenings as standard practice for patient, student, and client intake at a variety of institutions across the county would be a valuable step, increasing peoples’ access to and participation in federal and state food benefit programs and local hunger relief programs (RUHS uses a “whole person health score” screening which includes nutrition.). Healthcare systems could conduct these simple assessments and provide referrals at regular patient and annual school/sports physical appointments; senior centers and schools could conduct this assessment through usual intake practices.

Readiness

Riverside County is well poised to take on a new body of food environment work that builds from previous initiatives and successes and is inspired by truly innovative work, collaboration, and models occurring across the county. A coordinated, strategic approach that involves partners from across the sectors of the food system, local agencies and institutions, and geographies could meaningfully move the dial on community health outcomes, while leaning into the Inland Empire’s agricultural character and connection to community and economic development. Blue Zones could offer strategic guidance, expertise, and support to ensure a robust, dynamic portfolio of efforts that galvanize the health and vitality of the entire county.

RIVERSIDE COUNTY

Tobacco



Tobacco policy addresses four major intervention arenas: 1) commercial tobacco retail environments, 2) secondhand / thirdhand smoke exposure, 3) youth prevention education, and 4) cessation support. Commercial tobacco-use / smoke exposure is the number one cause of preventable disease and death in the US.³ Riverside County is a model leader in the state for coalition and health agency collaborations as well as for advancing commercial tobacco prevention, health

equity and non-smoker rights. Still, there is much work to be done in the policy arena to move the dial forward in one of California's highest populated counties.

The annual American Lung Association's (ALA) State of Tobacco Control Report is a valuable tool for measuring the existence and strength of local tobacco prevention policies across jurisdictions. The report grades policy progress for "Smokefree Outdoor Air, Smokefree Housing, Flavored Tobacco and Reducing Sales of Tobacco Products" for each of these categories from "A" to "F." It also provides an overall grade for counties and cities. For instance, a jurisdiction could have an "A" grade for retail interventions but an "F" grade for Smokefree Housing. Overall grades provide a high-level vantage point as to how strong community will has been jurisdiction by jurisdiction for commercial tobacco prevention.

According to the ALA's 2023 report, none of the 29 jurisdictions, including unincorporated areas, in Riverside County have overall "A" grades and just five have "B" grades. Eleven jurisdictions are ranked with "C" grades, nine with "D" grades, and there are four "F" grades. Riverside County has around one-third of its jurisdictions only achieving average policy results, and over one third of jurisdictions have policies failing or close to failing levels. An anecdotal overview suggests that unlike many jurisdictions in California that have overall and category-specific grades at the "D" or "F" level, Riverside jurisdictions collectively shows both promise and challenges for commercial tobacco prevention.

Riverside County's tobacco assessment was completed through research, observation, and conversations with medical professionals, community

health workers, policy influencers and coalition members. This process was facilitated by the Blue Zones Tobacco Team who engaged with key stakeholders and conducted windshield tours, neighborhood walks and store visits. The purpose was to assess readiness to improve well-being through more opportunities to reduce commercial tobacco sales and the impacts from secondhand and thirdhand smoke. Key components are also youth education and community cessation support.

The Blue Zones Tobacco Team interviewed staff at Riverside County Tobacco Control Project, members of Riverside County Coalition for Tobacco Free Communities and California Tobacco Control Program grantee partners, as well as other community members.

These stakeholders are working to reduce teen initiation to nicotine products, curtail the tobacco industry’s targeting of vulnerable communities and population groups, and support cessation from nicotine.

Advancing health equity for all is centered on lowering tobacco sales and use to alleviate much of the engineered public health crisis caused by the tobacco industry. Based on this evaluation, interviews, and research into the policies and practices of Riverside County, there are a number of ways to strengthen the region’s health indicators. These opportunities are presented in this Assessment Report. Please note that adult smoking rates cited in this report are drawn from SHAPE Strategic Health Alliance Pursuing Equity Riverside County’s published datasets.⁴

Assets & Strengths

The communities of Riverside County have a number of assets to leverage to help create environments that reduce tobacco retailing, protect residents from secondhand and thirdhand smoke, educate youth against nicotine initiation, and support cessation for community members who are commercial tobacco/ nicotine users. Essential assets include:

A MODEL COALITION: Riverside County Coalition for Tobacco Free Communities, in many ways, sets the standard for effective coalitions. The Coalition has a Western chapter and a Desert chapter. Both meet independently on a quarterly basis. The Coalition is further organized into groups that support members to engage in direct action to promote key messaging, grow community will and galvanize support from decision-makers. The Coalition has the following Action Teams: Flavored Tobacco, Urban Planning & Healthy Communities, Social Media, Outreach & Logistics, and Cessation. The Coalition also has two Policy Campaigns Task Forces: Secondhand Smoke and Retail.

A STRONG COUNTY TOBACCO PREVENTION PROGRAM: Riverside University Health System’s (RUHS) Tobacco Control Project (TCP) is a world-class organization funded by the California Tobacco Control Program (CTCP) and designated by them

as the County’s Local Lead Agency (LLA). Having a county tobacco program within this structure uniquely positions prevention efforts for effective and energized collaboration with research and education stakeholders. Part of RUHS TCP’s role is to support the Coalition with a staff coordinator who, while not permitted under Prop 56/99 restrictions to advocate, can provide educational, logistical and administrative support to allow non-funded grassroots membership to maximize their advocacy work.

STRONG COLLABORATIVE PARTNERSHIPS WITH EXPERT ORGANIZATIONS: RUHS TCP and the Riverside County Coalition for Tobacco Free Communities partner with a number of other State grantees known as Partner Organizations not limited to the American Lung Association, American Cancer Society Cancer Action Network, Inc., American Heart Association, TUPE-Tobacco Use Prevention Education, and Riverside County Black Chamber of Commerce.

STRONG COLLABORATIVE PARTNERSHIPS WITH NON-CTCP FUNDED PREVENTION ALLIES: RUHS TCP and the Riverside County Coalition for Tobacco Free Communities also help move policies forward by partnering with other stakeholders such as local medical providers, health plans, higher education institutions, youth and adult allies, the business community, local media, law enforcement, schools, youth-serving



Activate Riverside County - City of Coachella Assessment Report

organizations, civic and volunteer groups, and religious and fraternal organizations.

ASSESSED JURISDICTIONS HAVE SOME TOBACCO PREVENTION POLICIES IN PLACE: All the jurisdictions in this policy assessment have commercial retail policies in place and received “A” grades specifically for tobacco retail licensing in the ALA’s State of Tobacco Control 2023 Report Card. While great gains have been made towards reducing sales, much work is still needed to be done to reduce second/thirdhand smoke exposure. Because of this need, the jurisdictions covered in this assessment, except for one, have overall tobacco control grades at a “C” or higher.

THE RUHS TOBACCO CONTROL PROJECT’S CURRENT WORKPLAN IS BASED OFF RIGOROUS COMMUNITY NEEDS ASSESSMENT ACTIVITIES: The RUHS Tobacco Control Project completed a Communities of Excellence (CX) Needs Assessment in 2021 that ranks policy priorities in their current CTCP workplan. This helps identify community tobacco policy priorities, which directs RUHS’s tobacco grant workplan and helps validate the Coalition’s focus areas. The CX process ranked Tobacco Retail Licensing at top priority, smokefree multi-unit housing as second and smokefree outdoor public spaces as third. The 2021 CX process and report provide a main foundation layer for gauging jurisdictional readiness for particular policies. This is complemented by CTCP grantee workplan



activities such as regular use of jurisdiction-specific Midwest Academy Strategy Charts and other tools gauging readiness for change related to political leadership and decision-maker openness, as well as community group and influencer support.

FLAVORED TOBACCO BAN: The recent statewide ban on flavored tobacco in California prohibits the sale of all flavored tobacco products, including menthol cigarettes, flavored cigars, and flavored smokeless tobacco. The ban also applies to electronic cigarettes and vaping products with flavors like fruit, candy, and mint. The goal of the ban is to protect youth from the harmful effects of tobacco by reducing their access to flavored tobacco products, which are often marketed to young people. The ban went into effect on January 1, 2021, and includes fines for retailers who violate the law.

Challenges & Threats To Overcome: Riverside County

There are several significant challenges that could delay or present other barriers to Riverside County Coalition for Tobacco Free Communities, RUHS Tobacco Control Project and partner organizations from maximizing on the opportunities described above. During our focus group meetings and interviews, participants shared a number of challenges that impact progress and momentum in saving lives and preventing teen initiation

to commercial tobacco in Riverside County.

THERE ARE ENTRENCHED MINDSETS AROUND ANTI-REGULATION AS WELL AS INDIVIDUAL RIGHTS:

Focus group sessions pointed to profit-centrism and individualism as being widespread mindsets and value systems related to decision-maker hesitancy and pushback. These can be substantial hurdles that educators and advocates for tobacco retail control and non-smokers rights face with decision-making bodies. These mindsets have been known to block and delay the consideration of stricter retail provisions, multi-unit housing ordinances and other smoke-free policies.

ASSESSED JURISDICTIONS ARE JUST A FEW AMONG MANY RUHS AND THE COALITION ARE WORKING IN:

Interviews and focus group sessions suggest an optimism for community readiness for tobacco prevention policies across all County jurisdictions. Potential Blue Zones Project community candidates will benefit from both the vision and the demonstrated success of Coalition stakeholders to get policies enacted. Logistically, any future Blue Zones Project tobacco objectives in target jurisdictions will need to be aligned as much as possible with CTCP funded agency workplans to avoid duplication or competition with established Coalition priorities. Ultimately, capacity can impact progress with so many jurisdictions.

SOME OF THOSE MOST IN NEED OF CESSATION SERVICES HAVE SOME OF THE BIGGEST CHALLENGES ACCESSING THEM:

Focus group sessions highlighted that many of the most vulnerable community members in greatest need for cessation support live remotely and/or lack resources to travel to support centers. While free, online quit services are effective to some, but many are still not accessing it.

THERE IS A STRONG NEED FOR EDUCATION AND CESSATION INNOVATIONS:

A number of stakeholders voiced a need for additional innovative resources such as culturally appropriate and trauma-informed youth prevention approaches and new cessation recruitment solutions. One key stakeholder mentioned that current cessation approaches across California have reached a plateau of efficacy.

THERE ARE HIGH DENSITIES OF TOBACCO RETAILING OCCURRING IN MANY JURISDICTIONS:

Tobacco retail clustering and associated advertising in some neighborhoods, such as in Banning, might aptly be described as blight. High density of tobacco retailing can promote a normalizing effect in communities and neighborhoods for tobacco in the retail environment. During retail store visits, State-banned cheap, flavored tobacco products were found in a donut shop as well as a feed store, not just in convenience stores.

SMOKE/VAPE SHOP LOCATIONS PROLIFERATE



AROUND RETAIL CENTERS AND STORES SERVING VULNERABLE AND LOW SOCIO-ECONOMIC STATUS (SES) RESIDENTS:

In the jurisdictions assessed, upscale retail centers serving more economically advantaged community members generally have a distinct absence of smoke shops in their neighborhoods. By contrast, in a number of retail centers serving low SES residents, it is typical to find these smoke shops more common and in proximity to discount markets, hydration outlets and laundromats. Because of this, tobacco-blight may be invisible to stakeholders and policy influencers from affluent communities that do not see commercial tobacco blight in their immediate retail

landscapes. Stakeholders from neighborhoods more heavily targeted by Big Tobacco pay greater health costs, such as more frequent illness and shortened lifespans. In this way, commercial tobacco victims are disadvantaged to challenge anti-regulation/pro-business arguments of decision-makers.

THERE ARE EXAMPLES OF SHARP CONTRASTS IN COMPLIANCE WITH THE STATE FLAVOR BAN:

Smoke shops visited in the city of Riverside, Corona and some unincorporated areas have extensive flavored tobacco inventories in contravention of the State’s new flavor ban. Staff members in stores visited voiced intentions not to comply and intimated that supply would not be a problem. By contrast, some shops in the City of Coachella and French Valley are making visible efforts to discontinue these products and, in some cases, featured signage explaining flavor products were being discontinued. Compliance inconsistencies can bolster retailer opposition to policies and can fuel skepticism by bureaucrats as to the efficacy of policies.





Challenges & Threats To Overcome: Jurisdictions

A. FRENCH VALLEY

French Valley is a region within unincorporated Riverside County and, as such, falls under Riverside County’s Tobacco Retail License Ordinance and smoke-free outdoor air laws. According to the California Tobacco Health Assessment Tool, there are just three State-licensed brick and mortar retail tobacco establishments in French Valley, which include two fuel convenience stores and one Smoke Shop. There are only 0.1 retailers per 1,000 population and no retailers within 500’-1000’ of a school. With median household incomes higher than Mead Valley, it is noteworthy that fewer retail establishments exist there in comparison. French Valley has the lowest adult smoking rate of the communities assessed in this report at 11.9 %. Further assessment will be needed to determine if there is a substantial inventory of multi-unit housing and if this inventory is managed by companies that are already smoke-free. French Valley has the advantage of falling under the policy umbrella of County Unincorporated, and efforts at the County-level will automatically apply.

B. MEAD VALLEY

Mead Valley is a region within unincorporated Riverside County and, as such, like French Valley, falls under Riverside County’s Tobacco Retail License Ordinance and smoke-free outdoor air laws. According to the California Tobacco Health Assessment Tool, there are just eight State-licensed brick and mortar retail tobacco establishments: one smoke shop, two liquor stores, three convenience stores, one market and one feed store that sells a variety of tobacco products as well as drug paraphernalia. There are 0.4 retailers per 1,000 population and no retailers within 500’-1000’ of a school. The one smoke shop is within the same building as La Michoacan Ice Cream Factory. While the tobacco retail footprint in Mead Valley is not as substantial as metropolitan areas, the median household income is much lower than French Valley. The proximity of a smoke shop next to a child/family friendly ice cream store as well as a mini-smoke shop within Mead Valley Feed demonstrates that while tobacco retail density may not be a prominent, retail locations may reflect the norming of commercial tobacco use in a community with a 16.7 % smoking rate, which is the highest of the communities assessed in this report. There does not appear to be a noteworthy inventory of multi-unit housing. Mead Valley’s smoking rates provides poignant arguments in support of Unincorporated Riverside County to strengthen its Tobacco Retail License (TRL) to include a flavor ban and other provisions such as minimum price points and pack sizes.

C. CITY OF RIVERSIDE

The City of Riverside is the only district in Riverside County to have an “A” for a Tobacco Retail License and an “A” for Smokefree Housing within the ALA’s State Of Tobacco Control 2023 Report Card. In this way, political will for commercial tobacco prevention and decision maker allies to support further policies are demonstrated by the city being a leader among jurisdictions in the county. The city’s 13.2% adult smoking rate is currently higher than the State average. As the 2022-enacted smoke-free multi-unit housing ordinance ages, smoking rates may drop in the City of Riverside. There is, nevertheless, further work to be done as the city is still at a “D” for Smokefree Outdoor Air policies. Focus group participants voiced concerns for high density of retailing in the city, which, like on sections of Magnolia Avenue, tobacco outlets appear to cluster. It is important to note that 11.5% of the city’s tobacco retailers are within 500’ and 32.3 % are within 1,000’ of a school. February 2023 visits to multiple stores revealed full inventories of flavored products on display. One store clerk in a prominent smoke shop asserted his store would not be complying with the State-wide flavor ban and that their distributor had a reliable supply of flavored products.

The contrast between A-level policies in place yet retail density and compliance issues reveal the opportunity for the City of Riverside to strengthen retail policies.

The City of Riverside’s Tobacco Retail License (TRL) is aligned with most others in Riverside County that have adopted the County’s ordinance. Focus group input noted that the City of Riverside should strengthen their TRL with more strict and contemporary provisions to ensure A grades. This action will effectively reduce smoking and teen initiation rates, especially in neighborhoods characterized by health disparities. It is to be determined if an ordinance upgrade is best to happen at the county-level, first, to maximize parity opportunities for all jurisdictions that adopted the County ordinance.

D. CORONA

Corona has a 12.8% adult smoking rate and scores an overall “C” grade on the ALA’s State Of Tobacco Control 2023 Report Card. It has an “A” for a Tobacco Retail License, “F” for Smokefree Housing and “D” for Smokefree Outdoor Air. There are 0.6 tobacco retailers per 1,000 Population and 4% within 500’ of a school and 15.4% within 1,000’. Like Riverside, Corona has

retailer density issues, especially along the length of East-West 6th Street, where many stores are located within 500’ of schools. During a visit to one prominent smoke/vape store, vast quantities of flavored products were on display. When asked if the store was affected by the State flavor ban, the manager explained they intended to disregard the ban. While this may be the case, this store had substantial inventories of flavored hookah and loose-leaf products for sale which are not covered by the ban. Corona would benefit from Riverside County strengthening its ordinance and giving the City a chance to amend theirs accordingly.

E. COACHELLA

Coachella has a 16.4% adult smoking rate. It scores an overall “D” grade on the ALA’s State Of Tobacco Control 2023 Report Card, while having an “A” for a Tobacco Retail License, “F” for Smokefree Housing and “F” for Smokefree Outdoor Air. There are 0.5 tobacco retailers per 1,000 Population and 4.3 % within 500’ of a school and 26.1% within 1,000’. The city was recently awarded a tobacco education and enforcement grant and hired a Community Service Officer in March 2022. The program has developed a campaign with the city titled “GET YOUR HEAD OUT OF THE CLOUD... your health is WORTH IT!” Coachella has an opportunity, like the City of Riverside, for a future TRL ordinance strengthening and to adopt smokefree policies.



Item 21.

F. BANNING

Banning has a 15% adult smoking rate and an overall “C” Grade on the ALA’s State Of Tobacco Control 2023 Report Card. It has an “A” for a Tobacco Retail License, “F” for Smokefree Housing and “D” for Smokefree Outdoor Air. There are 1.1 tobacco retailers per 1,000 population, the highest density of any communities assessed in this report. Three percent of tobacco retailers are within 500’ of a school and 15.2% are within 1,000’. Almost all of the city’s 33 licensed retailers are on or adjacent to Ramsey Street, the east-west commercial corridor. Locations of smoke shops tell a sad story of unfortunate positioning for maximum access to people of low SES status. For example, smoke shops are located next to a hydration store and near a laundromat. In another case, a smoke shop is next door to a Mother’s Nutritional Center. One donut store prominently advertises tobacco products in its store window, as if from a bygone era, 5-packs of fruit flavored cigarillos for under \$1.50 are displayed next to frosted pastries. Banning, while faced with many challenges in the tobacco prevention front, still scores high for retail protections. Advocates for stricter retail laws can leverage its retail landscape challenges for maximum impact on decision-makers to point out how more responsible tobacco retailing could transform the city’s tobacco retail blight, as well as support lowered smoking rates overall.



Opportunities

Building upon existing assets and cognizant of challenges faced, there are a number of opportunities to increase well-being in Riverside County. During focus group meetings, participants shared several opportunities. This includes:

PUBLIC HEALTH ALLIES VALUE RELATIONSHIPS: Blue Zones Project community engagement policy strategies are relationship-centric and can provide formats and modalities to both enhance and maximize existing strong collaborations.

TRUST BUILDING AND TRUST-MAINTAINING: During community interviews, one stakeholder voiced a strong maxim related to work towards greater health equity in Riverside County, “We need to move at the speed of trust.” There is a strong ethos of doing policy “with” communities that fit the Blue Zones Project community participatory model.

STAKEHOLDERS VOICED DEMAND FOR MORE INNOVATIVE “UPSTREAM,” CULTURALLY APPROPRIATE AND TRAUMA-INFORMED SOLUTIONS FOR SERVING COMMUNITIES:

Blue Zones Project, in contrast to many government-funded program workplans, can often adapt, respond more nimbly and innovate to fill niches that community partners need to make policy work more effective. Riverside County, already a national leader in tobacco prevention, may be able to leverage Blue Zones Project frameworks to demonstrate newer, innovative approaches to tobacco prevention.

VALUING OF MORE INNOVATIVE APPROACHES TO PROMOTING PREVENTION EDUCATION AND CESSATION:

Focus group participants strongly voiced support for whole-child, whole family, trauma-informed and culturally informed approaches to prevention education and cessation. Addressing the role of Adverse Childhood Experiences (ACES) in nicotine initiation was highlighted prominently as a crucial consideration for innovative community engagement for both youth and adults. The need to address the “root cause” of nicotine susceptibility was emphasized as key to supporting prevention and cessation. Participants highlighted the need for more resources to expand prevention work at the kindergarten-level and maintain a consistent preventative program through 12th Grade to prevent youth from falling prey to the tobacco industry.

UPSTREAM INNOVATIONS FOR PREVENTION:

Approaches to prevention that demonstrate both the assaults to entrepreneurship, profitability and productivity that the tobacco industry causes to communities, the cumulative impact of commercial tobacco use and secondhand/thirdhand smoke exposure could be useful to help “flip the script,” in regard to influences on decision makers that would slow or avoid progress in a misguided homage to individual rights and profit-centric values. Blue Zones Project’s upstream frameworks that speak to the economic advantages of health and well-being in communities could greatly complement the already effective policy efforts of Riverside County tobacco prevention supporters.

Readiness

In each interview and focus group session conducted, stakeholders expressed confidence and initiative for advancing tobacco prevention in all forms and policy areas. There was no hesitation or reticence expressed at what needed to be achieved. Stakeholders expressed prioritizing all solutions for broad, diverse and strong tobacco prevention policies. Prevention partners, together with Coalition stakeholders, uniformly expressed a strong “we can do it” resolve and initiative. Given stakeholder collaboration, community-based leadership and action-orientation, strengthening “A” graded policies and moving lower grades to “A’s” is very realistic and not just aspirational.

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Dr. Eddy Jara, Director, Riverside University Health System (RUHS) Tobacco Control Project (TCP)

Michelle Anguiano, Health Education Assistant II, Riverside University Health System (RUHS) Tobacco Control Project (TCP)

³ Centers for Disease Control and Prevention https://www.cdc.gov/tobacco/data_statistics/fact_sheets/fast_facts/diseases-and-death.html#:~:text=Smoking%20is%20the%20leading%20cause%20of%20preventable%20death.&text=Cigarette%20smoking%20is%20responsible%20for,or%201%2C300%20deaths%20every%20day

⁴ Strategic Health Alliance Pursuing Equity SHAPE Riverside County, <https://www.shaperivco.org/>



Blue Zones Tobacco Policy Menu

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★


REGULATORY

— Creating or changing legally binding standards, rules, or laws, such as zoning codes, ordinances, permitting, or licensing standards.

★

NON-REGULATORY

— Creating or changing programs, guidance, or education efforts.

GOAL: REDUCE OPPORTUNITIES TO SMOKE																		
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan													
					WHO					WHERE			HOW					
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations	Partnerships	
ADOPT A COMPREHENSIVE NO-SMOKING ORDINANCE INTO COUNTY OR CITY CODES TO RESTRICT SMOKING IN PUBLICLY ACCESSIBLE INDOOR AND OUTDOOR SPACES		XL	This comprehensive tobacco ordinance should address both outdoor and indoor smoking in public and private buildings, such as those listed below. The ordinance should include all pipes, vaping, smokeless tobacco, and marijuana.	3	X	X		X	X		X	X	X	X				X

GOAL: REDUCE OPPORTUNITIES TO SMOKE																
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan											
					WHO					WHERE				HOW		
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance Licensing & Permitting	Operations	Partnerships
IF A COMPREHENSIVE ORDINANCE IS NOT POSSIBLE, ADOPT AN ORDINANCE CREATING SMOKE AND TOBACCO-FREE SPACES, INCLUDING AS MANY OF THE FOLLOWING AS POSSIBLE	★	S	Government Buildings	4	x	x	x	x	x			x		x		x
	★	M	Private workplaces	4	x	x	x	x	x			x		x		x
	★	L	Schools	4	x	x	x	x	x			x		x		x
	★	S	Childcare facilities	4	x	x	x	x	x			x		x	x	x
	★	L	Health care facilities	4	x	x	x	x	x			x		x	x	x
	★	M	Restaurants	4	x	x	x	x	x			x		x	x	x
	★	S	Bars	4	x	x	x	x	x			x		x		x
	★	S	Indoor events	2	x	x	x					x		x		
	★	M	Private vehicles	unknown												

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: REDUCE OPPORTUNITIES TO SMOKE																
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan											
					WHO					WHERE				HOW		
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance Licensing & Permitting	Operations	Partnerships
IF A COMPREHENSIVE ORDINANCE IS NOT POSSIBLE, ADOPT AN ORDINANCE CREATING SMOKE AND TOBACCO-FREE SPACES, INCLUDING AS MANY OF THE FOLLOWING AS POSSIBLE	<div>★</div>	L	Outdoor public venues and destinations (spaces).	2	x	x	x	x	x	x		x		x		
	<div>★</div>	L	Other indoor spaces open to the public.	2	x	x	x	x	x	x		x		x		
	<div>★</div>	M	Encourage businesses, retail, and other Main Street or neighborhood center areas to create a smoke free outdoor zones to create a cultural change in the neighborhood.	2	x	x	x	x	x	x		x		x	x	
	<div>★</div>	S	Other areas as community determines.	unknown												
IF LIMITED ORDINANCES DO NOT ADDRESS SMOKING IN INSTITUTIONS AND PRIVATE BUILDINGS, ADVOCATE FOR ADOPTION OF PRIVATE AND INSTITUTIONAL POLICY TO ELIMINATE SMOKING.	<div>★</div>	M	Advocate for policy change with other local boards, associations, non-profits, and institutions.	2				x	x	x	x	x		x	x	
	<div>★</div>	M	Adopt an ordinance requiring multi-unit housing providers to disclose the smoking policy for the property, the location of any designated smoking areas, and the previous smoking status of units.	3	x	x	x	x	x			x		x		

GOAL: REDUCE OPPORTUNITIES TO SMOKE																
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan											
					WHO					WHERE				HOW		
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance Licensing & Permitting	Operations	Partnerships
EMPOWER THOROUGH ENFORCEMENT OF NO-SMOKING ORDINANCES	<div>★</div> <div>★</div>	M	Increase enforcement of ordinance requirements. In the absence of full governmental enforcement, establish an independent inspection process.	2	x	x	x	x	x	x		x		x	x	x
IF A COMPREHENSIVE ORDINANCE IS NOT POSSIBLE, ADOPT AN ORDINANCE PROHIBITING SMOKING AND THIRD-HAND SMOKE THAT WOULD AFFECT VULNERABLE POPULATIONS.	<div>★</div>	XL	Childcare facilities	4	x	x	x	x	x	x		x		x	x	x
	<div>★</div>	XL	Within vehicles with children present	unknown	x	x	x	x	x	x		x		x	x	x
	<div>★</div>	XL	Healthcare facilities	4	x	x	x	x	x	x		x		x	x	x
	<div>★</div>	XL	Home healthcare businesses	unknown	x	x	x	x	x	x		x		x	x	x

Item 21.

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE

Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: REDUCE ACCESS TO TOBACCO PRODUCTS															
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan										
					WHO					WHERE				HOW	
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance Licensing & Permitting	Operations Partnerships
MODIFY ZONING TO REDUCE OR ELIMINATE TOBACCO LAND USES	★	M	Modify zoning uses in central business district and other neighborhood centers to reduce or eliminate tobacco -related land uses. This is to help create a cultural change.	unknown											
	★	L	Restrict the number, location, or density of smoke and tobacco-product retailers.	2	X	X	X	X	X			X		X	X
	★	M	Reduce the allowable square footage of window and door signage to reduce opportunities to advertise tobacco products.	2	X	X	X	X	X			X		X	X
ADOPT A COMPREHENSIVE ORDINANCE TO RESTRICT TOBACCO SALES AND REDUCE PRODUCT VISIBILITY	★	L	This comprehensive ordinance should address the specific items listed below.	2	X	X	X	X	X			X		X	X

GOAL: REDUCE ACCESS TO TOBACCO PRODUCTS															
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan										
					WHO					WHERE				HOW	
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance Licensing & Permitting	Operations Partnerships
IF A COMPREHENSIVE ORDINANCE IS NOT POSSIBLE, ADOPT SEPARATE ORDINANCES REGULATING DIFFERENT AREAS OF TOBACCO SALES AND VISIBILITY ACTIVITIES	★	S	Restrict the distribution of free or low-cost tobacco products.	2	X	X	X	X	X			X		X	X
	★	S	Restrict the redemption of coupons or similar discounts for tobacco products.	2	X	X	X	X	X			X		X	X
	★	S	Restrict the placement of tobacco and smoking products to make them less visible within stores.	2	X	X	X	X	X			X		X	X
	★	M	Eliminate the sale and distribution of smoke- and tobacco products where licensed pharmacy or other healthcare services are provided.	2	X	X	X	X	X			X		X	X
	★	L	Eliminate sale of flavored tobacco products, including mentholated, and delivery methods.	2	X	X	X	X	X			X		X	X
	★	L	Eliminate or restrict access to vending machines.	unknown	X	X	X	X	X			X		X	X
	★	L	Eliminate sale of other nicotine products.	2	X	X	X	X	X			X		X	X
	★	L	Eliminate online sales and delivery	2	X	X	X	X	X			X		X	X
	★	L	Establish minimum tobacco product sales amounts, e.g., eliminate the sale of Eliminate sale of other nicotine products such as." loosies."	2	X	X	X	X	X			X		X	X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE








Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: REDUCE ACCESS TO TOBACCO PRODUCTS																
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan											
					WHO					WHERE				HOW		
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations
ESTABLISH A TOBACCO-RETAILER LICENSING PROGRAM		M	Implement comprehensive licensing program.	2	X	X	X	X	X			X		X		X
		M	Limit the number of total and type of retail providers within a jurisdiction.	2	X	X	X	X	X			X		X		X
		S	Implement license fee structure for tobacco retailers; the fees support tobacco and control.	2	X	X	X	X	X			X		X		X
PROHIBIT UNDERAGE POSSESSION OF TOBACCO PRODUCTS		S	Various levels of penalties can be implemented, including fines, written warnings, community service, requirements for educational classes. In some cases, parents may be held accountable.	2				X								X
		S	Create a prevention and cessation program targeted to youths.	2	X	X	X	X	X			X		X		X
EMPOWER THOROUGH ENFORCEMENT OF SALES AND VISIBILITY ORDINANCES		M	Increase enforcement of ordinance requirements. In the absence of full governmental enforcement, establish an independent inspection process.	unknown	X	X	X	X	X			X		X		X
																

GOAL: MINIMIZE DISPARITIES AMONG VULNERABLE POPULATIONS																
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan											
					WHO					WHERE				HOW		
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance	Licensing & Permitting	Operations
ESTABLISH MINIMUM SALES AGE OF 21 FOR TOBACCO AND ALL COMBUSTIBLES PRODUCTS	★	S	Require purchase restrictions for sale of all tobacco products by minors.	4	X	X	X	X	X			X		X		X
	★	S	Require photo identification to buy tobacco products	4	X	X	X	X	X			X		X		X
	★	S	Establish retailer penalties for sales to minors	2	X	X	X	X	X			X		X		X
DEVELOP YOUTH-FOCUSED PREVENTION AND CESSATION PROGRAMS	★	M	Create compliance and enforcement approaches that focus on prevention	2	X	X	X	X	X			X		X		X
	★	S	Establish curriculum for education of students on smoking and tobacco product use, including vaping and marijuana, and including metrics of success. Adopt this curriculum into school district or school wellness policies.	2	X	X		X	X			X				X
	★	S	Create a youth-led, school based prevention support group.	2	X	X		X	X			X				X
	★	M	Create tobacco prevention and cessation program for most vulnerable populations, e.g., LGBTQ+, low income, homeless, race, and ethnic populations and those impacted by mental health struggles.	2		X		X	X			X			X	X
ESTABLISH POINT OF SALE REQUIREMENTS	★	S	Require that tobacco be separate from other products, e.g., behind the counter.	2	X	X	X	X	X			X		X		X

Level of Effort:

SMALL

MEDIUM

LARGE

EXTRA LARGE


Category:

★

REGULATORY

★

NON-REGULATORY

GOAL: REDUCE TOBACCO MARKETING & PROMOTION															
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan										
					WHO					WHERE				HOW	
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance Licensing & Permitting	Operations Partnerships
ADOPT A COMPREHENSIVE ORDINANCE INTO COUNTY OR CITY CODES TO RESTRICT THE MARKETING AND PROMOTION OF TOBACCO PRODUCTS		M	This comprehensive ordinance should address the specific items listed below:	2	X	X	X	X	X			X		X	

GOAL: REDUCE TOBACCO MARKETING & PROMOTION																
ACTION (Objective)	CATEGORY	LEVEL OF EFFORT	FOCUS (Strategy)	GD's Policy Scan: 1. Locale has done all that it can and must do to effect the policy 2. Locale is working on it 3. Locale has not started or has not conceptualized the policy 4. Locale is prevented from taking action, or doesn't need to take action e.g., preemption from state, satisfactory state policy, self-enforcing provisions, etc.	Riverside Policy Scan											
					WHO					WHERE				HOW		
					Municipality	County	State	Non-profit Organization	Institution	Small Area	Neighborhood	Across the Municipality	Region	Ordinance Licensing & Permitting	Operations	Partnerships
IF A COMPREHENSIVE ORDINANCE IS NOT POSSIBLE, ADOPT ORDINANCES REGULATING AS MANY OF THESE TOBACCO MARKETING AND PROMOTION ACTIVITIES AS POSSIBLE	★	M	Restrict marketing and sponsorship of tobacco in public, entertainment, and sporting venues.	2	X	X	X	X	X			X		X		X
	★	S	Restrict marketing and sponsorship of tobacco and other smoking products at higher education institutions.	2	X	X	X	X	X			X		X		X
	★	S	Require retail outlets that sell smoking and tobacco products to post graphic warning and cessation messages, including Quitline numbers, near tobacco-product displays and/or at the point of sale.	unknown	X	X	X	X	X			X		X		X
	★	S	Establish a minimum price for tobacco products.	2	X	X	X	X	X			X		X		X
	★	S	Establish a minimum package or volume size for tobacco products and/or eliminate the sale of individual or small-unit packages of tobacco products.	2	X	X	X	X	X			X		X		X
INCREASE EXCISE TAXES ON TOBACCO PRODUCTS	★	M	Increase tobacco-product excise taxes to promote cessation and to reduce the initiation of tobacco use among youth.	unknown			X									

RIVERSIDE COUNTY

Worksites



Most Americans spend about half their waking life on the job, making workplaces a prime opportunity to encourage healthy lifestyles.



The Blue Zones Worksite Approach

The Blue Zones Worksite transformation approach takes the focus off the individual and targets the environment, buildings, and social networks to make the healthy choice the easy choice.

Employers are encouraged to achieve minimum thresholds among five areas of best practice: **Leadership, Purpose, Physical Environment, Social Networks/Engagement, Policy, and Benefits. These initiatives nudge employees to move more, eat**

healthier (avoiding processed and junk food), make meaningful connections, and help people to find and live out their purpose.

Well-being has become one of the key elements of building a workplace culture of health, and COVID-19 has intensified and highlighted the need for companies to prioritize all aspects of well-being.

Employers who take the Blue Zones Worksite Pledge are offered consulting support at no cost, but they are required to take the process seriously. To that end, our assessment involved identifying a cross-section of workforce in the Riverside County area. We completed interviews of a representative sample of those employers and organizations that provide and support health for the workforce to assess their interest and readiness to move forward with a Blue Zones initiative. As part of the implementation, Blue Zones provides free tools and resources, such as purpose workshops, and moais (group networking focusing on building employee social connections around walking and healthy eating). The program also provides specific recommendations

To achieve Blue Zones Certification, we require 50% of the largest workplaces to become Blue Zones Approved (adopting >70% of Blue Zones recommended workforce practices).

on how to engage leadership, increase employee participation, encourages use of formal and informal social networks, and provides recommendations for policies and benefits that advocate for an employee’s well-being.

Employer and Industries

RIVERSIDE COUNTY WORKSITE CONTEXT

In the U.S., employed adults spend most of their waking hours working. Unfortunately, most US worksites (offices or remote work arrangements), where Americans spend time working, have not been designed to support optimal employee health and well-being. Within many industries, in Riverside County, workers perform sedentary jobs where they spend a large part of the day working without stopping to take stretch or movement breaks; while other employees in industries such as farming, education, and healthcare include more movement throughout the day, but they may not have quiet areas to seek relief from stress and/or to rest and recharge on breaks. Healthy food options are not always readily available on-site or nearby worksites, and coworkers are not encouraged to make meaningful social connections at work.



Compared to other US counties, Riverside County has experienced rapid job growth over the past few years. This growth has been led by expansion of transportation, warehouse, and logistics industry due to the pandemic era’s increased demand for shipping and delivery services. Although employer wellness programs are common among medium to large employers across industries in Riverside County, the regional transportation, warehouse, and logistics industries typically have rigid schedules that can pose challenges for employee well-being. The typical approach employers take with worksite wellness in the region includes leveraging the wellness program resources offered by the health plan and regional providers to offer programs such as health fairs, biometrics screenings, fitness memberships, or individual challenges to encourage “steps” activity or healthy eating. With the pandemic, virtual care management, and counseling, mobile screening/vaccines and telemedicine offering options have expanded and utilization has increased. The increased availability and utilization of these technology-driven healthcare services has been critical for Riverside employers, given the challenge of gaining accessibility to providers across the region and state. With industry growth in the county there continue to be opportunities to address public health concerns, such as obesity, sedentary lifestyle, inadequate diet (low intake of fruits and vegetables), as well as rising air pollution, and the continuing increased demand for regional healthcare services.

LINGERING IMPACT OF COVID IN RIVERSIDE COUNTY AND WORKFORCE DEVELOPMENT CHALLENGES

Employers in the Inland Empire, like so many other parts of the world, were significantly impacted by the pandemic. The COVID-19 pandemic, and its economic impact, resulted in many business closures and reductions in early 2020. Businesses, as well as workers and their families, struggled with the loss or reduction of income, childcare and in-person schooling while trying to keep themselves safe from the virus. Many businesses and jobs were impacted, and well-being programs were put on hold or scaled down to virtual or online offerings between 2020-2022. Over the past year, as a vaccine has become more available, and many businesses are working through economic recovery, and employers are renewing their focus on employee well-being programs to keep workers healthy, present, and productive.

Despite the recovery, there are some long-lasting impacts on the area businesses, the Riverside County economy, and its workers. Many workers who lost their jobs turned to the high-tech warehousing/logistics economy to replace their income. Many of these jobs provide a replacement income, but do not necessarily provide career paths, or opportunities for career growth. In addition, there was a tremendous increase in remote working across the region. For some, this seems to have reduced commutes and improved work-life balance, however, for others remote working proved to be challenging due to unreliable technology and internet access.



Based on our conversations with employers and stakeholders, now is the perfect time for the region to amplify the focus on workforce health to support the rapid growth of the regional economy.

The Blue Zones approach to community transformation is to optimize the places and spaces people spend the most time so that healthy choices are easier or even unavoidable. Large worksites and public schools are a focus because they are where adults and children spend most of their lives. The process to become a Blue Zones Approved worksite activates the Blue Zones model through evidence-based practices and environmental changes. Each interested employer will focus on people, places, and policies, implementing semi-permanent to permanent changes which make healthy choices easier for all.

We engaged with
Riverside County worksites
representing

~56,000
employees

- Riverside County (22,000 employees)
- HARC, Inc. (<50 employees)
- University of CA, Riverside (9,800 employees)
- Riverside Chamber (<20 employees)
- Professionals in Human Resources Association (PIRHA) Riverside
- Corona Chamber (<20 employees)
- City of Riverside (2,500 employees)
- Riverside University Health System (RUHS) (3,500 employees)
- Kaiser Health Plan (representing many employers)
- Blue Shield, California (representing many employers)



Riverside County Overview: Worksites

RIVERSIDE COUNTY AREA EMPLOYERS

To achieve Blue Zones Certification, we require the majority of the larger workplaces to become Blue Zones Approved. Employers who take the Blue Zones Worksite Pledge are offered consulting support at no cost, but they are required to take the process seriously. To that end, our assessment included a select but representative group of employers and health service providers across all Riverside County communities. We met with the employers and program/plan providers to assess their interest and readiness to move forward with a Blue Zones initiative.

We met with 14 employers and health organizations during the Riverside County worksite assessment. Collectively, these companies employ more than 60,000 county residents, including some of the county’s largest employers and public agencies, such as City of Riverside, Riverside County, University of California, Riverside, representatives from the Chambers of Commerce for several communities, Inland Empire Health Plan, Blue Shield of California, Kaiser Permanente Health Plan, Alvord School District, and nonprofits such as Desert Healthcare District Foundation, and Growing Coachella Valley.

All these company representatives expressed interest in the Blue Zones initiative in Riverside County.

Strengths

STRONG LOCAL RESOURCES AND ASSETS FOR WORKSITE HEALTH PROGRAMMING

There are many resources in the community to support and encourage community and worksite health. Health Assessment and Research for Communities (HARC) has been working with several communities in Riverside County doing health needs assessment and health planning. HARC also provides an annual worksite conference which supports networking and encourages worksite health programs across participating employers and healthiest employer recognition programs. The Riverside County Culture of Health Department was created to increase employee access to worksite well-being programming.

Riverside County is also home to many non-profits, health, educational and community resources such as Desert Healthcare District Foundation, Health, University of California, Riverside, and several health plans (Kaiser, Blue Shield California, Inland Empire Health Plan) who support worksite and worker health in the region. The health plans have assisted with funding of many of the large employer wellness programs including City of Riverside, and Riverside County (when it was in place 2014-2020). The collaborative way in which these various providers are working with each

other today, will be a strong foundation to build out a Blue Zones community.

SEVERAL EMPLOYERS HAVE EMPLOYEE WELLNESS PROGRAMS IN PLACE

Of the employers we interviewed, just over half (57%) of the Riverside County employers we met with had some type of wellness programming in place that would align with the Blue Zones Worksite Pledge such as fitness reimbursement or onsite fitness programs, maps and walking trails, online health education resources, physical activity challenges, or free biometric screenings. Most employers offer basic wellness through their health plans in addition to full coverage of preventive care for full-time workers. Wellness committees or ambassadors who support wellness programming, as well as tobacco free workplace policies, are also in place for several of the larger employers who participated in the assessment. All employers expressed interest in the Blue Zones initiative, regardless of whether they currently offered wellness programs.

To achieve Blue Zones Certification, a significant percentage of the largest employers in a community are required to become “Blue Zones Approved” to reach a “tipping point” of participation.





VOLUNTEERISM AND COMMUNITY GIVING

The state/county agencies and employers encourage volunteerism, but it is not typically offered to employees during work hours. Several employers expressed interest in promoting volunteerism as part of their well-being initiatives, however, none of the participating organizations currently have policies or programs in place

Less than one third of the employers who participated in Blue Zones interviews indicated that their company had a commitment to encourage employees to volunteer in the community.

Challenges

LIMITED ACCESS TO ACTIVE TRANSIT AND PUBLIC TRANSIT

Most employers interviewed indicated that they do not incentivize use of public transportation. However, a few employers do encourage use of public transportation and active commuting options through offering discounted bus passes. Some employers located outside the downtown area offer reimbursement options or subsidized commuter benefits for those employees who drive in carpools, use public transportation, or ride their bikes. Public transportation outside the larger cities is very limited, and not all roads are safe for cyclists to commute to work. Most employers do have bike racks available, and those who offer them do not feel they are utilized by more than a few employees. It is common that larger employer campuses (such as Inland Empire Health Plan) have fitness centers and maps or marked trails for outdoor walking. Based on the employers' input, typically these resources are utilized by a small portion of employees (less than 25%). Most employers interviewed acknowledged that very little promotion of "active commuting solutions" is done at their worksites, given the limited access to public transportation for active commuting.

GAPS IN WORKSITE PROGRAMMING

Among the employers who participated in the assessment, only a few had worked with their on-site cafes and vending machines to ensure healthy options were available. Very few employers had on-site cafes and none of the employers with café services indicated that they subsidized healthier options. A slightly higher portion of employers indicated that they had implemented healthy vending options, and no employers highlighted healthy catering options.

Purpose was not addressed directly from any of the participating employers, although most organizations felt that their professional development training or Employee Assistance Programs supported emotional well-being and provided some tools to identify and make recommendations for pursuit of purpose. Several of the larger employers offered online platforms or Employee Assistance Programs through their health plans or third-party providers, which included content or counseling which helped organizations to identify their purpose and address mental and emotional needs.

No organizations indicated that they provided leadership training to support employee well-being and work-life balance, but overall, most organizations felt that leadership support for working wellness was present at some level, but typically not present at all levels of management.

Opportunities

IMPLEMENTATION, EDUCATION AND PROMOTION OF HEALTHY FOOD POLICY

Blue Zones can assist large employers in working with the cafeteria and food service companies to implement and promote healthy food policies for on-site café, vending, and catering services. In addition, Blue Zones community initiative can improve access to healthier options nearby worksite locations in the community through partnerships with local grocery stores, restaurants, and farmers markets. A key part of the Blue Zones Worksite Pledge is ensuring that on-site vending offerings have at least 50% healthy options and that employee cafeterias become Blue Zones Approved Restaurants. Most of the employers we engaged during



the assessment did not include a focus on healthy options in their cafes or vending machines as part of their wellness programs.

For employers without on-site café options, Blue Zones can provide assistance in working with nearby restaurants and food trucks so that healthy options are available. Contacting at least 50% of restaurants within walking distance of worksites and encouraging them to take the Restaurant Pledge is part of the Blue Zones Worksite Pledge.

In addition to ensuring healthy food options are prevalent in and near the worksite, it is critical to provide education to workers on the value of healthy options and simple methods to prepare them. Bilingual (English/Spanish), promotion and education are essential, particularly with the composition of Riverside County’s diverse cultures, to help all workers learn how to remake traditional cultural favorites/comfort food options with healthier ingredients (utilizing more plant-based options).

POLICY AND PRACTICES AND AVAILABILITY OF MENTAL AND BEHAVIORAL HEALTH

Many employers expressed concerns about limited access to mental health providers, inadequate coverage of behavioral health conditions, and long wait times to see behavioral health counselors. Like many fast-growing areas in the US, Riverside County offers limited access to psychology or psychiatry professionals, as the demand is higher than the supply of providers. Blue Zones could partner with employers to review benefits policy and coverage, provide a list of best practice coverage areas for benefits, as well as review online provider options. Given that loneliness and social support are often associated with poor mental health outcomes, Blue Zones could also work with employers to identify opportunities to enhance employee support through mentoring, team building, and workplace moais to improve social networks and connectedness. In addition, creating workplace social networks and stress and depression management services are both part of the Blue Zones Worksite Pledge.

PURPOSE WORKSHOPS AND VOLUNTEER PROGRAMMING

Our sense of purpose can have a strong influence on our work performance and overall satisfaction in life, in addition to helping to protect associates against burnout. According to Gallup, associates who find meaning at work are 93% more engaged and more than three times as likely to stay with their organization. Employees can also be encouraged to volunteer and give back to the community with events or with their families and friends to help connect them with their purpose, create meaningful connections in their community, and improve life satisfaction.

Although some employers interviewed offer training and development programs which may touch on personality type or communication styles, very few worksites offer resources to support employees in their search for purpose or work-life balance. A few of the larger Riverside County companies have programs and campaigns that encourage volunteerism, but these programs are not usually linked to broader employee well-being programming. Blue Zones Purpose Workshops and volunteer initiatives would address some of the gaps that exist in traditional corporate health and wellness programming.

ACTIVE COMMUTING: CARPOOLING AND PARKING INCENTIVES

Many employers are geographically dispersed across the county, and several employers indicated that they still have a portion of their employee population working remotely following the pandemic. In general, most employers are not currently encouraging or using incentives to promote public transportation. Some worksites do offer bike racks, or storage but most say they are not used. A few employers used to offer carpool incentives, but they indicated they were not used. Southern Californians who can afford to own cars, love to drive them, typically as single commuter drivers. Blue Zones could work with employers to provide incentives to encourage active commuting, to utilize carpooling or vanpool solutions, or to use Blue Zones parking spaces. Creating incentives and policies to encourage employees to commute to work by public or active transportation is part of the Blue Zones Worksite Pledge. The County of Riverside Commuter Services currently offers incentives for people who carpool, bike, walk, take public transit, or telecommute to work. Opportunities may exist to increase awareness of this program when working with employers.

METRICS AND DATA IMPROVEMENT

Of the employers interviewed, few (3) had consistent leadership support and all lacked metrics to demonstrate the value of their wellness programming. Most employers would benefit from a deeper review into how they could measure, improve, and report on their programs. Aggregating company well-being metrics and communicating them to employees is part of the Blue Zones Worksite Pledge.



Activate Riverside County - City of Coachella Assessment Report

People + Organizations Engaged During Assessment in Riverside County.

Riverside County, Jennifer D’Urso, MPH, Principal Deputy ACR and former Employee Wellness Director for Riverside County
Health Assessment and Research for Communities (HARC, Inc.), Jenna Le-Comte-Hinely, PhD, Chief Executive Officer
University of California, Riverside, Ann M. Cheney, Ph.D. Faculty Director and Former Co-Chair of Wellness, School of Medicine, Dept. of Social Medicine Population and Public Health
Riverside Chamber, Nick Adcock, President
Dominique Fruchtman, SPHR, DTM, LSBB, Owner, Escape Room Palm Springs and Former President, Professionals in Human Resources Association (PIRHA) Riverside
Corona Chamber, Bobby Spiegel, President
City of Riverside, Miriana Gonzalez, Deputy HR Leader and Jennifer Brown, SHRM-CP, Human Resources Division
Riverside University Health System (RUHS), Eddy Jara, DrPH, Program Director, Nutrition and Health Promotion Branch, RUHS- Public Health
Kaiser Health Plan, Marc A. Saenz, MS, CWSW, Workforce Health Consultant, Strategic Customer Engagement, Kaiser Foundation Health Plan - Inland Empire
Blue Shield, California, Jessica Pond, Principal Account Executive, National Accounts & Public Sector/Premier, Blue Shield of California
Desert Healthcare District Foundation, Alejandro Espinoza, MPH, CHES, Chief of Community Engagement
Growing Coachella Valley, Janelle Percy, Executive Director, Growing Coachella Valley
Inland Empire Health Plan, Dianna Del Toro, Director Human Resources Total Rewards, Inland Empire Health Plan
Alvord Unified School District, Amanda Benitez, Benefits Manager/ Human Resources

Activate Riverside County - City of Coachella Assessment Report

Bibliography:

MacKay, Jory. (2019, January 24). The State of Work Life Balance in 2019: What we learned from studying 185 million hours of working time. (Blog post). Retrieved from <https://blog.rescuetime.com/work-life-balance-study-2019/> Jory MacKay.

McGregor, Jena. (2014, September 2). The average work week is now 47 hours. The Washington Post. Retrieved from <https://www.washingtonpost.com/news/on-leadership/wp/2014/09/02/theaverage-work-week-is-now-47-hours/>

<https://www.census.gov/quickfacts/fact/table/riversidecountycalifornia,CA,US/PST045222>

<https://www.dailynews.com/2023/02/03/riverside-san-bernardino-counties-are-us-job-creation-leader/>

<https://datausa.io/profile/geo/mead-valley-ca/>

<https://datausa.io/profile/geo/french-valley-ca/>

The American Community Survey, US Census Bureau Hispanic, or Latino

Data for French Valley, Mead Valley, Banning, Corona CDP

<https://www.census.gov/programs-surveys/acs/>

<https://www.livework.coronaca.gov/>

<https://www.bestplaces.net/health/city/california/corona>

California Healthy Places Index

Health Equity

Riverside County Overview: Health Equity Report

Understanding how equitable and inclusive a community is means looking at the opportunities all residents have compared to each other and to other communities. This summary of publicly available secondary data provides a glimpse of that, and allows for further conversations about efforts made to address these disparities and where future work should be focused.

In some areas, the six communities of focus for Activate Riverside County have advantages over others in Riverside County, in California as a whole, or across the United States. For example, the rate of residents with health insurance is generally very high. Income equality, internet access, and the low level of neighborhood diversity distribution are also positive indicators. Among Non-Hispanic Black residents, the rate of premature death is much lower than state and national averages, even though it is higher than for other population groups.

At the same time, many of these indicators are better for Non-Hispanic White residents than for other groups. Hispanic/Latino and Non-Hispanic Black residents are more likely to live in food deserts. The educational disparity rate is somewhat higher for these communities of focus than the state or national numbers, and this is most likely driven by the fact that Hispanic/Latino residents have Associates Degrees or higher at about half the rate of other community groups. Even though the rate of the uninsured is lower overall, that is less true for Hispanic/Latino and Non-Hispanic Black residents. The low rates of neighborhood diversity distribution do not extend to Hispanic/Latino residents, where rates are much higher than US and California rates.

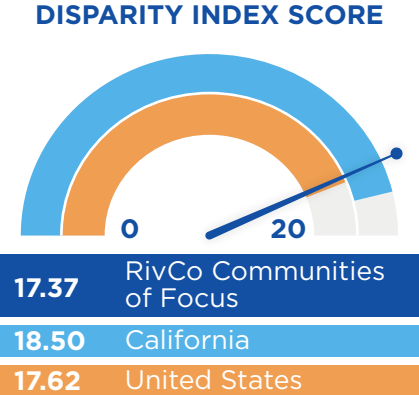
This report is built around the data for the six communities of focus and includes comparison data for Riverside County, California, and the United States. When reviewing these indicators it is helpful to look at the comparisons across these locations and within the community groups represented in each. This can aid in understanding where needs are important to address for the entire population and where specific groups of residents might need particular attention.



Item 21.

Healthy Food Access

The disparity in food access, measured by the Disparity Index Score, is comparable for the RivCo Communities of Focus (17.37) and the entire United States (17.62), and lower than California as a whole (18.50). For this measure a lower number reflects greater food equality, with fewer people living without access to a large grocery store. While the percentages for Hispanic or Latinos (35.10%) and for non-Hispanic Black (22.07%) in Riverside are much higher than the overall number for the community, an important factor to note, the disparity is lower when comparing these same population groups across CA and the US.

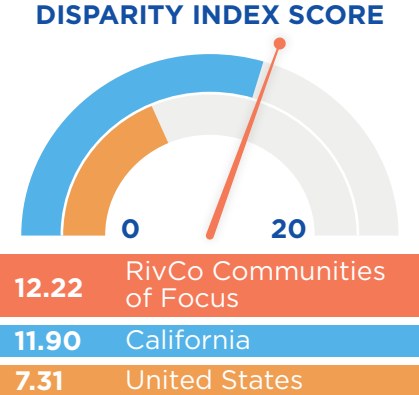


Report Area	Non-Hispanic White	Hispanic or Latino	Non-Hispanic Black	Non-Hispanic Other Race	Disparity Index Score
RivCo Communities of Focus	16.54%	35.10%	22.07%	15.78%	17.37
Riverside County, CA	25.67%	42.10%	34.69%	21.42%	12.07
California	17.54%	38.70%	37.55%	19.40%	18.50
United States	18.73%	36.99%	45.91%	22.59%	17.62

Note: This indicator is compared to the state average.
Data Source: US Department of Agriculture, Economic Research Service, USDA - Food Access Research Atlas, 2019. Source geography: Tract

Educational Attainment

There are two different ways to look at the level of educational disparity, as seen by the number of residents that have at least an Associates Degree, in the communities of focus. Looking at the rate by race and ethnic group, 49.40% of Non-Hispanic White and 50.16% of non-Hispanic Black have this level of educational attainment, compared to only 25.38% of Hispanic/Latino residents. This is a substantial difference. When looking at the overall disparity index score, a relative measure which expresses the magnitude of disparity across population groups, these communities average slightly better than Riverside County as a whole but worse than the state average and considerably worse than the national average.

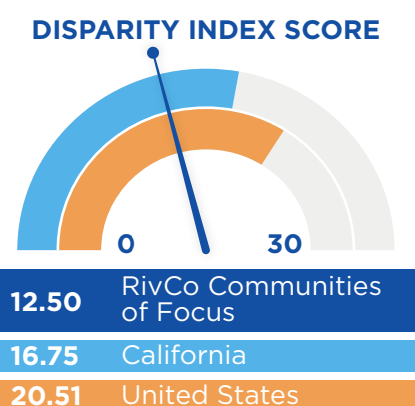


Report Area	Non-Hispanic White	Hispanic or Latino	Non-Hispanic Black	Non-Hispanic Other Race	Disparity Index Score
RivCo Communities of Focus	49.40%	25.38%	50.16%	33.16%	12.22
Riverside County, CA	49.68%	24.82%	46.92%	31.40%	13.82
California	60.81%	27.33%	46.20%	44.11%	11.90
United States	51.43%	30.31%	37.62%	44.29%	7.31

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey, 2017-21. Source geography: Tract

Health Insurance

The health insurance disparity index score evaluating who is uninsured in these areas is 12.50 and is quite a bit lower than that of CA (16.75) and the US (20.51), which means fewer people experience insurance-related disparities. 4.35% of Non-Hispanic White are uninsured in these communities compared to 11.24% of Hispanic/Latino, 7.04% of Non-Hispanic Black, and 10.47% of Non-Hispanic Other. These numbers are all lower than the national averages but are worse than state averages in all cases but Hispanic/Latino residents. The big difference in rates across groups in these communities is noteworthy.

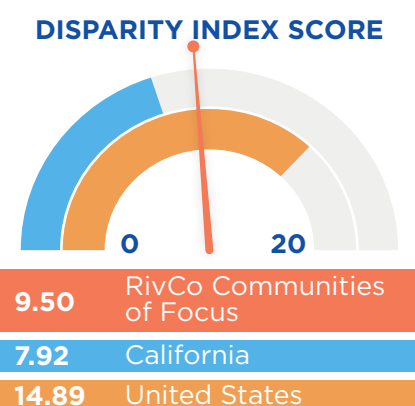


Report Area	Non-Hispanic White	Hispanic or Latino	Non-Hispanic Black	Non-Hispanic Other Race	Disparity Index Score
RivCo Communities of Focus	4.35%	11.24%	7.04%	10.47%	12.50
Riverside County, CA	4.65%	11.47%	6.05%	10.66%	14.14
California	3.82%	11.73%	5.82%	8.86%	16.75
United States	5.97%	17.65%	9.95%	12.87%	20.51

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2017 21. Source geography: Tract

Premature Death

The relative measure of disparity in the rate of premature death (defined as deaths occurring before age 75) within the area by population race and ethnicity is 9.50, which is between that of CA (7.92) and the US (14.89). By group, this trend compared to state and national data is consistent for Non-Hispanic, White and Hispanic/Latino community members, but better for Non-Hispanic, Black residents.

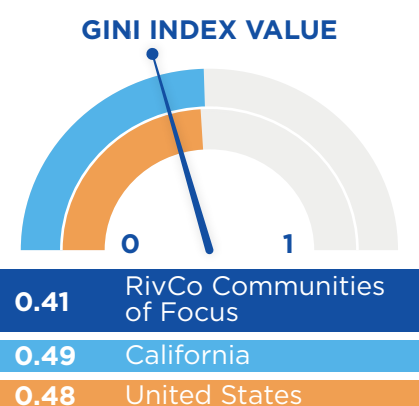


Report Area	Non-Hispanic White	Hispanic or Latino	Non-Hispanic Black	Disparity Index Score
RivCo Communities of Focus	336.62	236.49	389.76	9.50
Riverside County, CA	336.62	236.49	389.76	9.50
California	296.77	233.08	474.57	7.92
United States	339.39	238.30	487.10	14.89

Note: This indicator is compared to the state average.
Data Source: Centers for Disease Control and Prevention, CDC - National Vital Statistics System. Accessed via CDC WONDER. Additional data analysis by CARES. 2014-20. Source geography: County

Income Inequality

Using the Gini index value (0 is perfect equality, where all households have the same income; 1 is perfect inequality where only one household has any income), Riverside has a score of 0.41 compared to 0.49 for CA and 0.48 for the US. This means there is somewhat less income inequality for residents of Riverside, CA compared to California and the US. This data is not broken out by subgroups but is looked at annually in aggregate. The numbers are quite consistent going back 10 years.

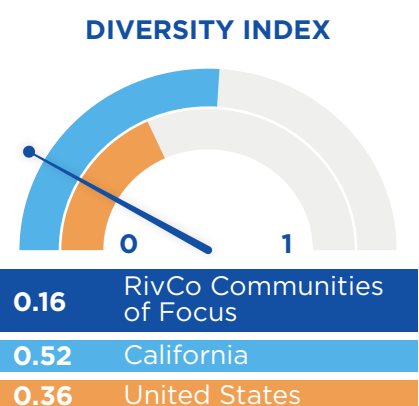


Report Area	Total Households	Gini Index Value
RivCo Communities of Focus	245,402	0.41
Riverside County, CA	740,506	0.45
California	13,217,586	0.49
United States	124,010,992	0.48

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2017-21. Source geography: Tract

Neighborhood Diversity Distribution

The measure of how evenly different population demographic groups are distributed in neighborhoods throughout the communities of focus is 0.16, where higher values between 0-1 indicate higher levels of neighborhood diversity distribution. This is compared to 0.52 in CA and 0.36 in the US. Overall, there is considerably less diversity distribution in neighborhoods for these areas and Riverside County. This is generally true at the subgroup level also, but the rates of neighborhood diversity distribution that Hispanic/Latino residents experience is substantially higher than other groups in the area and compared to state and national numbers. This is significant to note.



Report Area	Non-Hispanic White Population	Non-Hispanic Black Population	Non-Hispanic Asian Population	Non-Hispanic AI / AN Population	Non-Hispanic NH / PI Population	Hispanic or Latino Population	Diversity Index
RivCo Communities of Focus	29.82	5.72	9.7	0.45	0.27	54.04	0.16
Riverside County, CA	33.96	6.32	7.1	0.52	0.29	51.8	0.16
California	36.39	5.62	15.86	0.41	0.37	41.34	0.52
United States	60.01	12.5	6.14	0.7	0.19	20.42	0.36

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, Decennial Census. University of Missouri, Center for Applied Research and Engagement Systems. 2020. Source geography: Block Group

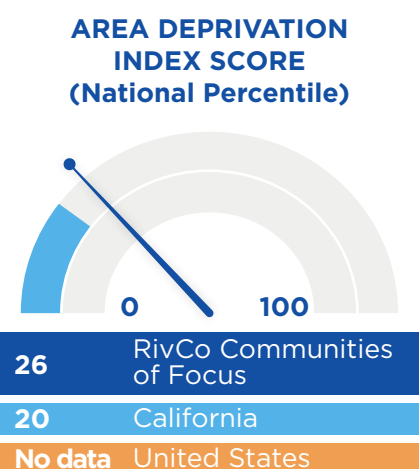
Area Deprivation Index (ADI)

The Area Deprivation Index attempts to rate the level of advantage neighborhoods have in four domains; education, income and employment, house, and household characteristics. The higher the score, from 1 to 100, the greater the advantage. The area deprivation score for the communities of focus is 26 and is higher than that of California (20) but lower than that of Riverside County (31). There is no national data to compare to.

Another way to look at the ADI data is to see what percentage of the community falls into different categories of advantage. For Riverside County as a whole, there are more disadvantaged community members than California residents as a whole but considerably less of the most disadvantaged compared to the United States overall.

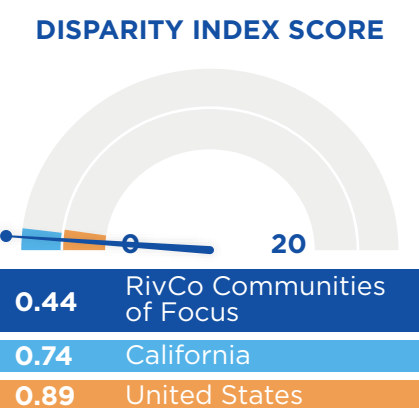
Report Area	Total Population (2020)	State Percentile	National Percentile
RivCo Communities of Focus	838,106	6	26
Riverside County, CA	2,418,185	73	31
California	39,538,223	No data	20
United States	334,735,155	No data	No data

Note: This indicator is compared to the state average.
Data Source: University of Wisconsin-Madison School of Medicine and Public Health, Neighborhood Atlas. 2020. Source geography: Block Group



Internet Access

Very little disparity is seen across population groups having a broadband internet available at home. The low disparity score (0.44) is lower than that of CA (0.74) and that of the US (0.89). A score of 0 represents perfect equality and a 100 perfect disparity.



Report Area	Non-Hispanic White	Hispanic or Latino	Non-Hispanic Black	Non-Hispanic Other Race	Disparity Index Score
RivCo Communities of Focus	94.43%	92.00%	91.49%	93.14%	0.44
Riverside County, CA	93.43%	92.10%	92.06%	93.26%	0.33
California	93.76%	90.55%	89.55%	93.06%	0.74
United States	90.88%	88.42%	84.98%	91.45%	0.89

Note: This indicator is compared to the state average.
Data Source: US Census Bureau, American Community Survey. 2017-21. Source geography: Tract

Conclusion

The communities of focus have several equity and inclusion factors that put it at an advantage over the overall Riverside County area and California as a whole. While these advantages provide a strong foundation to build upon, they often don't extend to all community groups.



Credit: Spectrum of Community Engagement to Ownership, Rosa Gonzalez, Facilitating Power, and Movement Strategy Center <https://naacp.org/resources/guidelines-equitable-community-involvement-building-development-projects-and-policies>

Recommendations

- ✓ Conduct in-depth discovery within the communities of focus to gain deeper understanding of the root cause of the considerable social and environmental disparities experienced by Non-Hispanic, Black and Hispanic/Latino residents.
- ✓ Strengthen existing (or implement new) multi-sector collaboratives providing community-wide case conferencing for residents experiencing disparities.
- ✓ Conduct comprehensive asset mapping, evaluating systems of care for identified areas of disparities. Create and implement a follow-on strategy to prevent duplication of services, identify and prioritize gaps and achieve measurable improvement in health care and social service access for individuals impacted by equity and inclusion disadvantages.
- ✓ Prioritize equitable representation on steering committee and other leadership and implementation teams, and follow research-based principles of engagement to ensure individuals who may be experiencing social and environmental disparities are empowered to be a part of the decision-making processes.


1
INFORM
Provide the community with relevant information


2
CONSULT
Gather input from the community


3
INVOLVE
Ensure community needs and assets are integrated into process and inform planning


4
COLLABORATE
Ensure community capacity to play a leadership role in implementation of decisions


5
DEFER TO
Foster democratic participation and equity by bridging the divide between community and governance, through community-driven decision-making

RIVERSIDE COUNTY

Media



According to a Pew Research Center Study, about “one-in-five U.S. adults (19%) who feel highly attached to their communities demonstrate much stronger ties to local news than those who do not feel attached — revealing a link between personal connection to the area and a desire to stay more informed about current issues and events.”

When Blue Zones starts work in a community, the first thing we do is build a collective vision together with the people who live and work there. In moving communities towards higher well-being, Blue Zones takes an early approach to media involvement since community awareness and engagement is central to creating widespread change. By involving the media as part of the solution, we are able to mobilize and motivate people to get involved, whether it’s in their worksite, in their school, or as a supporter of key policy changes.

By engaging the media early, we form long-term relationships to help maintain press involvement and buy-in over time. We have used this as a key Blue Zones strategy in bringing diverse and disparate people together towards a common goal.

The Riverside Press-Enterprise is the main newspaper for the Inland Empire region of California, including Riverside County and covers local news as well as statewide and national news. It is published by Digital First Media. Its web presence includes separate pages for locality-specific news for each of the major cities. The Press-Enterprise is a daily paid newspaper and is headquartered in downtown Riverside.

Riverside County receives radio transmissions from radio stations across the San Bernardino Valley and the Inland Empire region. KCAL-AM is a commercial radio station owned by Lazar Broadcasting and primarily broadcasts in Spanish, although it provides coverage of the Cucamonga Quakes Minor League Baseball in English. KFOO is an AM station owned by iHeartMedia and is an all-news station affiliated with the Black Information Network. The Black Information Network is a network of news stations targeted at African American communities. KCAL-FM is owned by Anaheim Broadcasting and plays an Active Rock music rotation. KDEY-FM, also a music channel, is owned by Meruelo Radio Holdings Limited and plays a classic hip hop rotation. Other radio stations with service in Riverside include; KFRG which plays a country music rotation; KCGI which airs a contemporary music format; KLYY



which airs Spanish-language adult hit music and KSGN which is a non-commercial station that airs a Christian contemporary music format.

There are over 52 television channels providing broadcasting to the Riverside County area. There are two television stations based in Riverside. KRCA, owned by Estrella Media, broadcasts the Spanish-language station Estrella TV to the Los Angeles area. KZSW is a low-power television station based in Riverside and carries religious programming.

The Digital Divide

Over 100,000 Riverside County residents do not have high speed internet and a computing device, and are effectively shut out from the digital economy. These residents are lacking critical access to jobs, school resources including homework and assignments, and to getting health and public services online. Closing this digital divide is a priority for RIVCO Connect, which has launched a Digital Inclusion Program. The program centers on the refurbishment and donation of surplus computers and other technology and donates them to people in need throughout the county. They also provide digital/computer training and education. The program’s goals are to enable all county residents to participate in digital life. In addition to the RIVCO Connect, some broadband providers offer low-cost broadband for lower-income residents, including the Spectrum Internet Assist program, the AT&T Access program, and Frontier’s California Lifeline Discount Program.

Source: RIVCO Connect: <https://data.countyofriverside.us/stories/s/RIVCOconnect-Digi>



Why the Digital Divide Matters

For many lower-income residents, smartphones serve as their only means of connecting to news, job applications, and school assignments.

“Digital platforms have transformed most parts of daily life, from how we talk to one another, to how we consume media, to how we travel. But those platforms are only meaningful if you can access them via broadband.”

BROOKINGS INSTITUTION

Even though urban and suburban areas have the highest adoption rates, they also have the widest variation of broadband access among residents.

Broadband has become essential like education, electricity, and water. It has become a “fourth utility” that is necessary for people, businesses, and governments. that is relied on by residents, businesses, and governments alike. Local governments now consider broadband a critical enabler of success in communities:

- ✓ Rural areas with high broadband adoption had higher income growth.
- ✓ Broadband is associated with a 2% increase in employment rate and lower unemployment rates. There is a positive correlation between broadband expansion and local employment growth.
- ✓ Broadband increases civic engagement and enhances gathering of civic information. It is a significant benefit for disadvantaged residents in communicating with friends and family.

Value Brief



Coachella has the opportunity to unlock \$139.6 million in projected value generation and savings through a partnership with Blue Zones.

Blue Zones Value Brief for Coachella, CA

Over the next ten years, Coachella, CA has the opportunity to unlock up to \$139.6 million in projected value generation and savings, directly benefiting the community through a partnership with Blue Zones.

Unlocking this value is centered on the science and knowledge that people with sustainably higher well-being cost less and perform better. And for us, well-being isn't just an ideal. It's quantifiable.

As such, the goal of a Blue Zones community transformation is making measurable improvements in well-being across the area—specifically, improving elements of individual and collective well-being that are proven to positively drive key economic indicators.

Research has shown that lifts in personal purpose, as well as social, financial, community, and physical health factors have direct implications on future medical costs and human performance. Reductions in lifestyle risks, disease burden, and medical spend are all results that influence individual lives as well as the collective, driving results that are not only felt but are calculable in terms of economic impact.

Creating Value for Coachella, CA

The ten-year impact of a Blue Zones transformation:

- ✓ Projected Medical Cost Saving of **~\$48M**
- ✓ Reduction in projected workforce lost productivity of **~\$68.9M**
- ✓ These two sources of value result in a projected **~\$323 average annual per capita** medical saving and productivity improvement value for the adult population over the next decade
- ✓ Approximately **\$22.7M** of direct and indirect benefits to the regional economy
- ✓ Billions of expected positive media impressions
- ✓ Additional related follow-on community grants, gifts, and investments
- ✓ **A cumulative total value of over \$139 million for the Coachella, CA in including medical cost savings, productivity savings, and regional economic impact.**

The Origins of Blue Zones Project

To discover the cultural traits that lead to greater well-being, scientists researched the five areas of the world where people are living longer, happier lives. We call these blue zones, as coined and well-documented in Dan Buettner’s New York Times best-selling book, “The Blue Zones: Lessons for Living Longer from the People Who Have Lived the Longest.”

This research, coupled with a now 20-year worldwide longevity study, has been used to develop Blue Zones tools and programs that are designed to tackle the chronic disease crisis and health disparities plaguing our nation.



Our Approach to Community Well-Being Transformation

In collaboration with community leadership, Blue Zones ignites broad-scale well-being transformations that focus on creating systemic changes to the environments in which we live.

- At the focal point of our approach is affecting policy change in our human-made surroundings to make the healthy choice the easy choice.
- To unite our communities under a common cause, an extensive outreach and marketing campaign rallies everyone from employers, grocery stores, and restaurants, to government entities and non-profits, schools and universities, the faith-based community, the media, and of course, individual community members.
- In addition, a variety of individual engagement strategies strengthen social connection and foster personal integrity and accountability for each community member’s part in the community’s transformation.

Due to the permanent and semi-permanent nature of environmental and policy changes, the value of Blue Zones grows and compounds over time from the initial investment- in many aspects creating true generational impact.

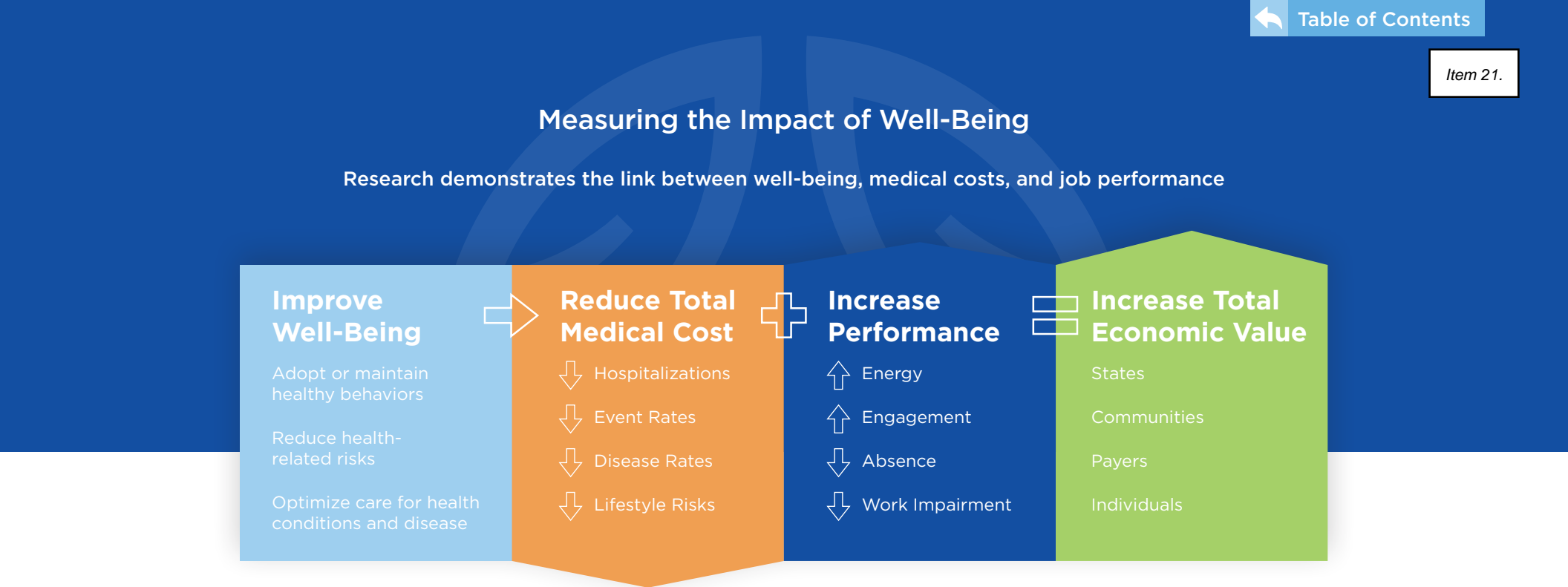


Figure 1

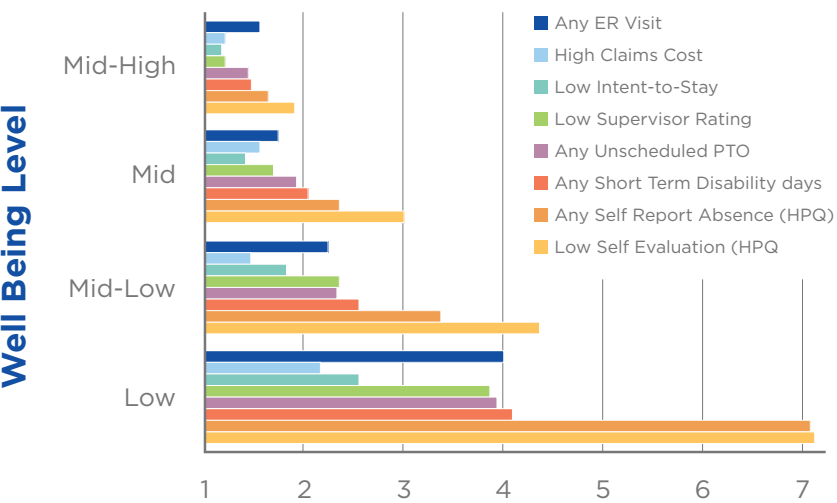


Figure adapted from: Overall Well-Being as a Predictor of Healthcare, Productivity and Retention Outcomes in a Large Employer. Population Health Management, 2013.

Figure 1 illustrates the probability of specific outcomes based on well-being level. Low well- being individuals are more likely to visit the emergency department, have high medical claim expenditures, leave an employer, have low performance ratings, have unplanned absences, experience disability, and attend work with an inability to perform at their best. Optimal well-being leads to higher-performing, healthier, and more productive individuals and businesses, thus creating economic value for the region.

Our advanced modeling approach includes a simulation model, multivariate econometric models, and coarsened exact matching. At the heart, is an industry leading predictive population health simulation model called the Healthways Simulation Model™, developed by the Healthways Center for Health Research in collaboration with the World Economic Forum, Harvard University, Johns Hopkins School of Public Health, and Boston Consulting Group. Using conservative to more aggressive assumptions concerning population readiness to change, the simulation model was run with a range of scenarios— the average of which has been used to estimate the impact of a Blue Zones community transformation for the Coachella, CA, area over a ten-year period.

For our purposes, the simulation model is an epidemiology-based method used to forecast the complex and compounding relationships between existing chronic conditions and modifiable lifestyle behaviors. It is needed not only to calculate health care-related costs associated with conditions and behaviors based on a given set of data, but also to forecast the incidence and progression of these diseases over time.

Research has proven the value—via reductions in medical claims costs, decreases in absenteeism, and increases in productivity—of well-being improvement and population management interventions, and our simulation model is how we can quantifiably get to this goal.



Using the Gallup Well-being Index data and publicly available economic, health and demographic information, the simulation model creates a baseline of well-being risks, chronic disease burden and modifiable lifestyle risk for a population. From this baseline, the model then projects how these conditions and risk factors will interact over time to establish a future risks and disease burden profile. That future risk and disease burden profile is then converted to medical and lost productivity costs.

Changes in these costs are modeled and attributed to source and type in the form of medical expenditures and changes in workforce productivity and performance. With this information, the model can reasonably predict the cost of “status quo – or by not introducing transformational intervention” for populations over a given period. The accuracy of this model was scientifically and independently validated using data available from the Framingham Heart Study, the longest- running longitudinal epidemiologic public health study of its kind.

WELL-BEING VALUE for Coachella, CA

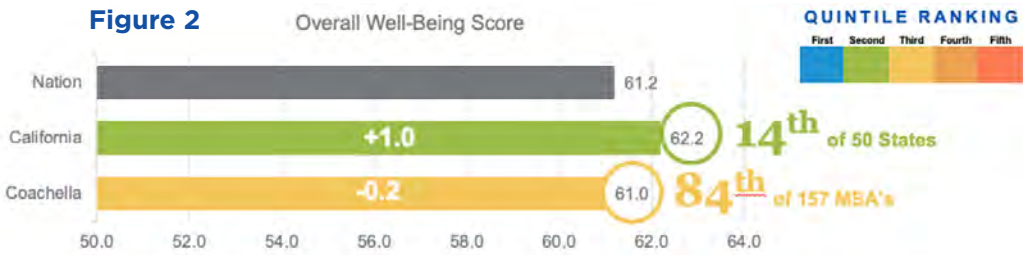
Current State of Well-Being

The Gallup Well-Being Index is the nation’s largest well-being survey and database. With the ability to track nightly changes in well-being at a national, state, regional, and community level, it can report on a year-over- year basis for states and large communities. Gallup and the Blue Zones team leveraged 2017 and 2018 Well-Being Index data to identify the current state of well-being in the Coachella, CA.

The following represents a preliminary analysis, with the goal of providing an understanding of Blue Zones measurement methodology and projected impact. If Coachella moves forward with a Blue Zones community transformation, **a real-time baseline of well-being will be established in a statistically rigorous oversampling by Gallup.**

Overall Well-Being Index Score

California ranks 14th out of 50 states in overall well-being, placing it in the second quintile for well-being nationwide. Coachella, when compared to the 157 largest metropolitan statistical areas (MSAs) across the nation for which the Well-Being Index provides standard annual reports, ranks 84th in overall well-being and is in the third quintile. Coachella is behind the nation and the state in overall well-being. (Figure 2)

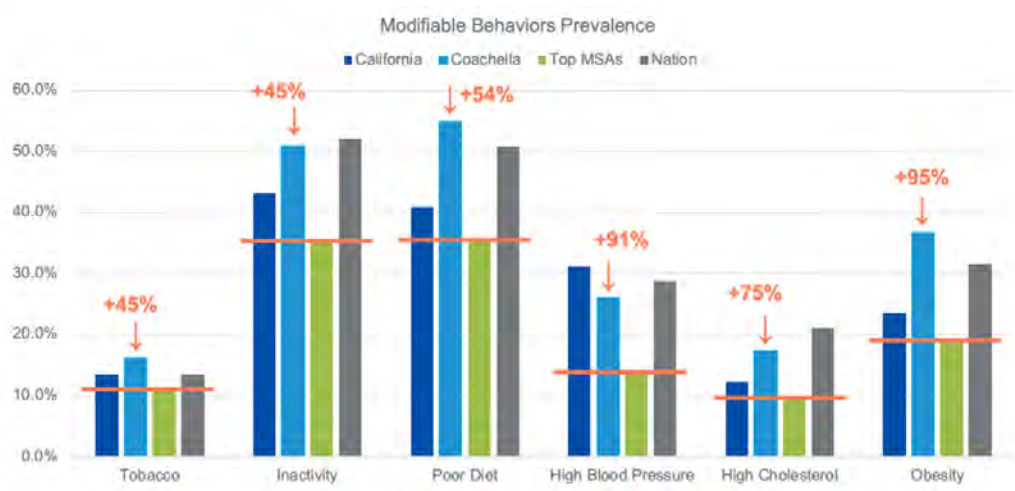


The graphic below (Figure 3) shows the Coachella, CA quintile ranking as compared to 157 MSAs across the nation on the five core elements of well-being measured within the Well-Being Index, contrasted with how the State of California ranks numerically among the 50 states (Note the color of the numeric ranking indicates it's quintile, see quintile ranking key). Notably, Coachella, CA ranks in the fourth quintile for financial well-being and in the third quintile for community, physical and social. Financial well-being is a measure of the ability to effectively managing one’s own economic life, community measures the sense of engagement we have with the area where we live, physical is a measure of good health and enough energy to get things done on a daily basis, and social is the measure of having strong relationships and love in one’s life. When compared to the state, Coachella ranks lower in financial, physical, community, and social but rankers higher in purpose.



Well-Being Index Risk and Disease Prevalence

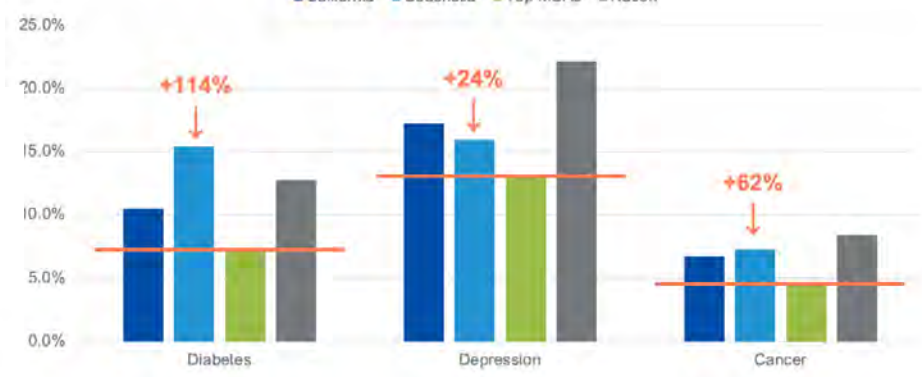
Figure 4



Coachella has a number of challenges in the risk profile of the population. Obesity, high blood pressure, and high cholesterol are 95%, 91%, and 75% higher (respectively) as compared to the benchmark MSAs in the U.S. Benchmark MSAs represent the top ten performing communities within the category of comparison. Additionally, inactivity, poor diet, and tobacco use are all 45%, or more, higher than the benchmark MSAs. Risk prevalence data is reflected in figure 4.

Disease prevalence rates in diabetes, depression and cancer far exceed that of the benchmark MSAs. Notably, by more than 100% for diabetes, as shown in in figure 5.

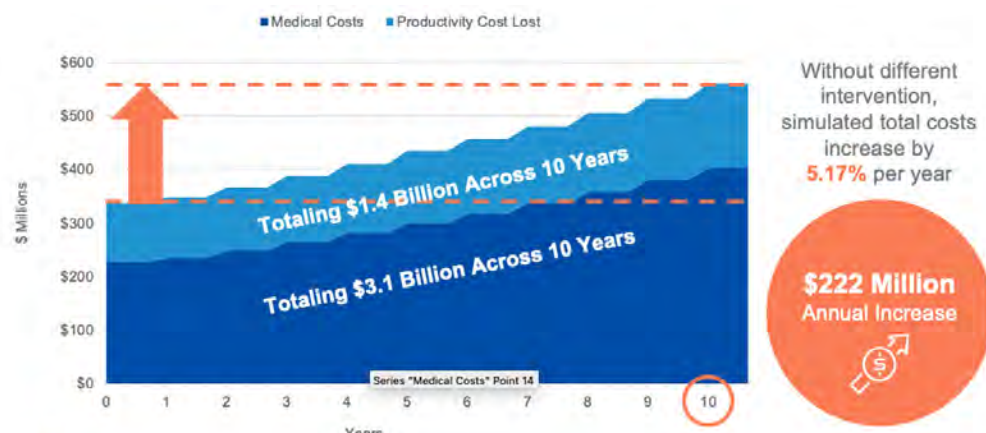
Figure 5



The Cost of Status Quo

Coachella, CA struggles with many of the same chronic conditions and lifestyle behaviors that plague the entire state and nation. The cost of status quo—for doing nothing differently in the future—is significant. Using the simulation model, we conservatively forecast that over the next ten years, medical and lost productivity costs will increase annually by \$222 million or 5.17%. (Figure 6).

Figure 6: Medical and Productivity Cost Projections Absent Intervention for Ages 18 and Up



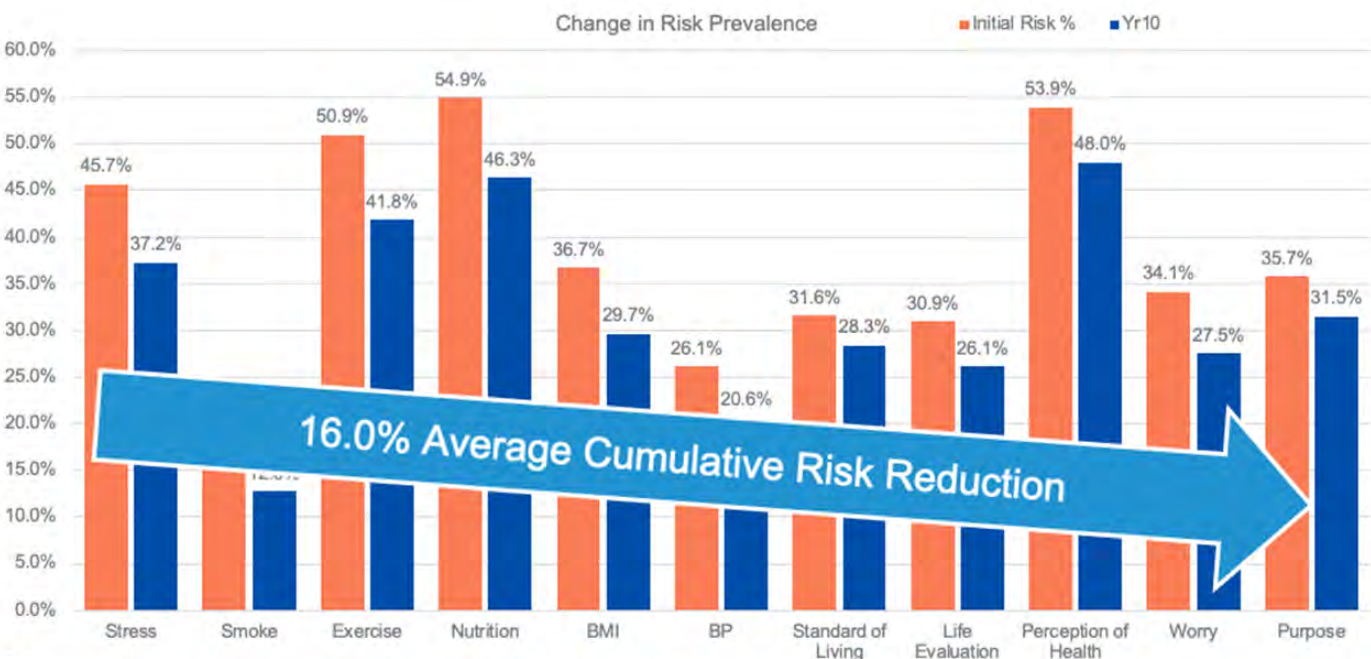
Key Well-being Measures for Coachella, CA

1 in 2		2 in 5		3 in 4	3 in 5	3 in 10	
Do not exercise at appropriate levels	Do not eat sufficient fruits and vegetables	Do not have a good perception of their health	Are not proud of their community	Are obese or overweight	Have worried about money in the last week	Do not feel safe and secure	Have a poor current life evaluation

Blue Zones Community Transformation Risk Reduction and Savings Analysis Coachella, CA

Over the next 10 years we conservatively estimate and average cumulative risk reduction of 16% across the eleven risk factors identified in figure 7 below. These critical factors are indicators of an individuals experienced well-being and a reduction of prevalence produces improved well-being. Our approach does not seek to drive these to zero at a population level, but rather drives slow, steady, and sustainable progress in reduction.

Figure 7



The 10-year average annual per capita medical and productivity value for Coachella, CA is projected at \$323 for the adult population, and a total of \$386 when accounting for regional economic impact. Medical cost saving alone are projected to generate \$48 million for residents and employers within the region (Figure 8).

Within our framework lies a great opportunity to impact workforce productivity and provide significant economic benefit for Coachella, CA. Over the next ten years, the model projects the Blue Zones Community Transformation to generate approximately \$68.9 million in workforce productivity improvement in the form of reduced absenteeism and increased workforce engagement and performance. Medical cost savings and improved productivity savings account for a total aggregate savings of \$116.9 million (Figure 8).

Value increases further when the full regional economic impacts are considered. For every dollar of improved workforce productivity, the regional economy benefits in the form of increased direct and indirect household consumption. The regional economic impact from the proposed Blue Zones Community Transformation is expected to be approximately \$22.7 million over ten years (Figure 8).

In total, we project a conservative gross value estimate of up to \$139.6 million in medical savings, improved productivity, and regional economic benefit for Coachella, CA over the next decade as a result of implementing a Blue Zones Community Transformation (Figure 8).

Figure 8



Activate Riverside County - RUHS Public Health Contributors

NAME	TITLE	BRANCH
Jose Arballo Jr.	Senior Public Information Specialist	
Katherine Au	Resident Physician	HIV-STD
Roopa Bajwa	Program Director	Nutrition and Health Promotion
Robin Bishop	Emergency Services Coordinator	Immunization and Staff Develop
Sarah Bode	Resident Physician	HIV-STD
Jennifer Chevinsky	Deputy Public Health Officer	
Christopher Dael	Deputy Public Health Officer	
Sandra Escobar	Epidemiologist	Epidemiology and Program Evaluation
Norma Escobedo	Supervising Nutritionist II	Nutrition and Health Promotion
Aaron Gardner	Senior Epidemiologist	Epidemiology and Program Evaluation
Wendy Hetherington	Branch Chief	Epidemiology and Program Evaluation
Mariana Hernandez	Program Coordinator II	Epidemiology and Program Evaluation
Gayle Hoxter	Branch Chief	Nutrition and Health Promotion
Danielle Huntsman	Deputy Public Health Director	Danielle Huntsman
Eddy Jara	Program Director	Nutrition and Health Promotion
Geoffrey Leung	Public Health Officer	
Kerri Mabee	Public Information Specialist	

NAME	TITLE	BRANCH
Donna Mayer	Program Director	Epidemiology and Program Evaluation
Tanya Mayton	Program Director	Nutrition and Health Promotion
Andrea Morey	Program Coordinator II	Nutrition and Health Promotion
Arianne Murphy	Marketing, Media & Communications Coordinator	
Shelley Nail	Supervising Nutritionist II	Nutrition and Health Promotion
Marshare Penny	Deputy Public Health Director	
Daisy Ramirez Bell	Program Coordinator II	Epidemiology and Program Evaluation
Rachelle Roman	Deputy Public Health Director	
Eduardo Santana	Supervising office Assistant II	Nutrition and Health Promotion
Kimberly Saruwatari	Director of Public Health	
Jennifer Stewart	Program Director	Nutrition and Health Promotion
Shunling Tsang	Deputy Public Health Officer	
Andrea Tovar	Research Analyst	Epidemiology and Program Evaluation
Valerie Rodrigues	Program Coordinator II	Injury Prevention Services
Salomeh Wagaw	Program Director	Epidemiology and Program Evaluation
Catherine Winters	Resident Physician	HIV-STD
Daisy Zavala	Office Assistant III	Nutrition and Health Promotion

Meet Our Team

Item 21.

Activate Riverside County - Blue Zones Team

Aislinn Kotifani, Communications Specialist

- For the last 7 years, has managed the Blue Zones brand, website, and social media presence
- Experienced with large diverse city, small community, and niche neighborhood program engagement and launches

Amelia Clabots, Vice President of Finance & Operations

- Experienced operations professional with deep experience managing cross-functional Blue Zones teams
- For the last 10 years, has helped Blue Zones transition from a small research company to a global brand with multiple products, channels, and initiatives

Ben Leedle, CEO

- Former CEO and President of Healthways, Inc.
- Transformed small business into world's top population health management company
- Co-founder, Blue Zones Project
- Co-founder, Gallup-Healthways Well-Being Index

Dan Buettner, Jr., Vice President of Business Development

- Advancing Return on Well-Being models and archetypes for businesses and communities
- International Speaker
- Global commercial real estate expert

Fabian De La Espriella, AICP, Project Manager

- Experience working with multidisciplinary teams in both the public and private sector
- Featured in the New York Times, StreetsblogUSA, and the American Planning Association's Planning Magazine

- Former Urban Design & Transportation Planning Manager for Miami Downtown Development Authority

Greg Damron, Tobacco Policy Expert

- Specializes in Public Health initiative community engagement, policy strategies, planning, project management, and evaluation.

Jan-Emmanuel De Neve, World Happiness Expert

- Professor of Economics and Director of the Wellbeing Research Centre at the University of Oxford
- Co-editor of the World Happiness Report
- Recipient of the Ruut Veenhoven Award in 2015 for his contributions to the scientific study of happiness

Lisle Wescott, Director of Accounts

- Former Market President of the SSM Health Hospitals in St. Charles County
- Expert in hospital quality metrics, patient and employee safety, engagement, and community health needs assessments
- Immediate past President of Crossroads Clinic—Volunteers in Medicine

Lynn Richards, Senior Vice President, Policy and Implementation

- Former President and CEO of Congress for New Urbanism
- Former Acting Director and Policy Director, Office of Sustainable Communities at the US Environmental Protection Agency (EPA)
- Deep experience implementing policy changes at the federal, state, and local levels

Malisa McCreedy, Built Environment Program Manager

- Former Director of Mobility for the City of Gainesville, FL
- Former Division Manager for the City of Portland's Bureau of Transportation

Margaret Adamek, PhD, National Food Policy Expert

- Decades of experience working with native nations, new immigrant, and minority populations
- Designed and deployed Minnesota Food Charter
- Bush Foundation Leadership Fellow

Nadja Berneche, Food Policy Expert

- Lead Consultant and Director of Healthy Communities Projects with Terra Soma
- Co-chair of the Saint Paul-Ramsey County Food and Nutrition Commission
- Cross-cultural experience and demonstrated commitment to serving diverse communities

Naomi Imatome-Yun, Editor-in-Chief

- Wall Street Journal bestselling author
- Curator of the historic Flashlight exhibit at the Mayme Clayton African-American Museum in Los Angeles
- Experienced reaching and engaging hard-to-reach audiences (niche, underserved, millennial)

Nick Buettner, Vice President of Product

- Led or produced 17 world expeditions, including explorations to identify blue zones regions
- Former COO of Foolproof, a financial literacy foundation
- Ed-tech innovator and co-founder of Maya Quest, a web-based education program

Oliver Hayden, Project Manager

- Urban planning & development strategist
- Over eight years of experience delivering innovative, data-driven project solutions
- Passionate advocate for well-designed cities and neighborhoods

Robyn Fulwider, Account Executive

- Over 38 years of experience in the healthcare field
- Diverse operational management experience including strategic planning and visioning, business planning and management, budget development, and contract negotiations

Sara Hetrick-Couppas, Schools Expert

- Experienced Program Director with a demonstrated history of working in the developmental disabilities and mental health care industry

Sharon O'Hara, DrPH, MPH, MS, Alcohol Policy Expert

- Professor at UC Berkeley, Core Faculty, Doctor of Public Health (DrPH) Program
- Postdoctoral Research Fellow, Pacific Institute for Research and Evaluation
- Group Leader, Berkeley Ethics and Regulation Group for Innovative Technologies (BERGIT)

Shelly Trumbo, Chief Transformations Officer

- Founder, Starling Community Solutions
- Former Director of Community Wellness at Adventist Health Clear Lake
- Advisory Board Member at North Coast Opportunities, Inc.

Steve Samples, Gallup Well-Being, Senior Financial Analyst

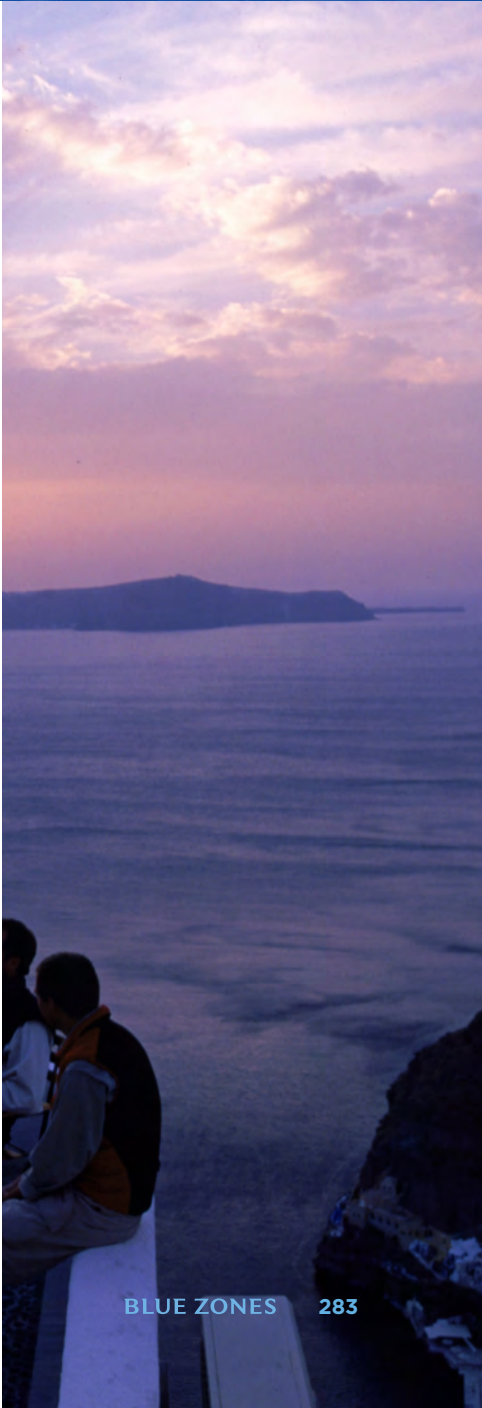
- CPA by training
- 40 years of health care experience
- Analyzed well-being, health, and claims data for hundreds of organizations
- Created numerous models to analyze and present value projections, costs, and outcomes
- Former SVP at Healthways, Inc. leading its Financial Operations Group

Tre' McCalister, Worksite Expert

- Former Total Health Management Consulting Practice Leader for Mercer, Central Market
- Former Global Health Strategist at Dell
- Board of Directors for Austin Mayor's Health and Fitness Council

Tricia Gehrlein, Community Improvement Expert

- Former Director of Population Health, Morongo Basin Healthcare District
- Former Director, Community Health Transformation, Clinton Foundation
- Former Regional Director, Coachella Valley, Clinton Foundation's Health Matters Initiative
- Former Grants Manager, Desert Healthcare District





Contact Us

info@bluezones.com

612-596-3600

200 Southdale Center, Edina MN 55346



STAFF REPORT
2/28/2024

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Proposal for Coachella Sanitary District Headworks Screening Improvements for on-call Professional Services with Dudek in the amount of \$144,825.00.

STAFF RECOMMENDATION:

Authorize the City Manager to use the on-call Professional Service Agreement with Dudek in the amount of \$144,825.00 for final engineering plans, construction specifications and cost estimates for Coachella Sanitary District Headworks Screening Improvements.

BACKGROUND:

The City of Coachella sewer system also known as the Coachella Sanitary District consists of sewers that collect local flows generated from the City's residential, commercial, and industrial areas and other areas outside the city limits and discharge to the City's wastewater treatment plant on Avenue 54 with a capacity of 4.5 million gallons per day.

The Coachella Sanitary District's collection system includes about 100 miles of sanitary sewers ranging in size from 4 inches to 54 inches in diameter. The system has about 1,700 manholes and two main pump stations.

DISCUSSION/ANALYSIS:

In 2007 the Coachella Sanitary District's Avenue 54 Wastewater Treatment Plant (WWTP) completed a major expansion including the construction of a headworks facility with screenings and grit removal equipment. Dudek is familiar with the existing headworks having completed the original design in 2004.

The headworks was designed with the option to add a redundant/second bar-screen but was never built requiring the manual bypass to act as the redundant screen. It is extremely rare to see a WWTP with only a manual bypass and not a second bar-screen. The completion of a redundant/secondary bar-screen allows for maintenance of the primary channel bar screen for the goal of uninterrupted treatment of wastewater influent in the event of a mechanical breakdown or emergency.

The City previously worked with Misco to obtain a proposal to install a like-kind and sole source redundant barscreen at the headworks facility. The proposal was a turnkey project including a bar screen with control panel, level transducers, screenings washer compactor and conveyor and control panel, integration into the existing SCADA system, professional installation and facility trained technician start-up and training. The proposal came in at over eight-hundred and fifty thousand dollars (\$850,000), which is of a size and complexity that the City would typically require an engineered design and contractor bid package. It's the City's understanding that ARPA funding also required a formal bidding process.

Figure – 1: Site Photo Showing: Existing Bar Screen; Existing Secondary Channel (not in use) and Manual Bypass Channel



FISCAL IMPACT:

No Fiscal Impact. Services will be used to execute projects already funded in this FY 23/24 and budgets will be included in FY24/25.

The Utilities Department has \$2.2 million of ARPA funding set aside for Utility Projects. We estimate that \$700,000.00 will be encumbered for the construction of this project. Staff's goal is to complete design by July 2024 and begin construction shortly thereafter.

November 29, 2023

Castulo Estrada
Utilities Manager
City of Coachella
87075 Avenue 54
Coachella, California 92236

Subject: Proposal for Coachella Sanitary District Headworks Screenings Improvements Project

Dear Mr. Estrada,

Dudek is pleased to submit this proposal to the City of Coachella (City) for design of headworks screenings improvements. Dudek is familiar with the headworks facility having completed the original design in 2004. We understand the headworks facility to be a concrete structure with capability to distribute influent sewage to the different process trains at the Coachella Treatment Plant. The headworks facility includes three incline 58-inch Archimedean screw pumps, powered by 75 horsepower motors. The headworks lift station handles a flow range between 0.3 - 14 MGD, lifting influent flows 40 feet to flow distribution channel, feeding into 3 screening channels. The northernmost channel includes a WesTech CleanFlow Monoscreen (model RSM20-140-6) with washer compactor, the center channel is an auxiliary channel which is currently not in use, and the southernmost channel is a bypass channel with a bar rack (**Figure 1**). All channels have slots for stop gates on both upstream and downstream ends of the channel to allow for isolation.

The City previously worked with Misco to obtain a proposal to install a like-kind and sole source redundant bar screen at the headworks facility. The proposal was a turnkey project including a bar screen with control panel, level transducers, screenings washer compactor and conveyor and control panel, integration into the existing SCADA system, professional installation and facility trained technician start-up and training. The proposal came in at over eight-hundred and fifty thousand dollars (\$850,000), which is of a size and complexity that the City would typically require an engineered design and contractor bid package. In addition to what was initially proposed by Misco, there may be additional scope to consider, including:

- **WesTech discontinued new sales in most of their headworks equipment line, 2021.** WesTech announced that they will no longer produce municipal headworks equipment. The license for the CleanFlow Monoscreen has been transferred to Nordic Water. The Nordic Water CleanFlow Monoscreen model RSM20-140-5 is identical to the existing WesTech CleanFlow Monoscreen that is currently existing at the headworks facility.
- **Washer Compactor Drain Line.** The drain on the washer compactor can be routed to the influent channel via a 3" drain pipe, mounted to the north-wall of the headworks facility.
- **Process Water Connection.** The washer compactor requires a connection to process water. There is an existing 2" 2W pipe on the north-side of the facility that can be connected to and routed to the washer compactor.
- **Power and Control Conduits.** Additional conduits are required to provide power and control wiring to the washer compactor.

Dudek understands that the District is looking for a simple and efficient screening system design. Project funding must be allocated by year-end 2024, with the goal to have the design completed by mid-2024 and award the project to a contractor in the third quarter of 2024. Our team has recently performed design services for other

similar headworks system projects. Our proposed project approach is borne of these experiences and the lessons learned with other clients.

Project goals include the following:

- **Installation of a New Mechanical Bar Screen.** Nordic Water CleanFlow Monoscreen (Model RSM20-140-5) installed in the auxiliary channel with new level transducers.
- **Consolidation of Controls into Single Control Panel.** A new control panel for existing and proposed mechanical bar screens installed on the control panel shade structure.
- **Demolition of the Existing Washer Compactor.** The existing bar screen is paired with a washer compactor that must be demolished and removed prior to installation of the screenings conveyor.
- **Installation of a New Screenings Conveyor.** The new screenings conveyor (JWC Environmental - IPEC ULB 9264) receives screenings from both existing and proposed bar screens. The conveyor moves screenings via an 8.5" diameter, 264" long spiral assembly with a 3" drain that routes excess fluid back to the screenings channels. The conveyor deposits screenings into the proposed washer compactor via the existing vertical pipe on the north side of the facility.
- **Installation of a New Washer Compactor.** A new washer compactor (Monster Wash Press - MWP0018 SS), installed on-grade, on the north-side of the headworks facility. A 4" drain conveys drain water back to the inlet channel. Process water supply to the washer compactor is provided from the existing 2" 2W pipe on the north-side of the headworks facility. Washer Compactor controls via new NEMA 4X 304 Stainless Steel control panel (PC2361), located nearby to the washer compactor.

Figure 1. Existing Headworks Platform



Project Approach

Our approach to this project will focus on speed and efficiency. Coachella is eager to implement this project, allocate grant funds, and install important redundancy in the headworks for process reliability. The project schedule can be compressed by working closely with the equipment vendors and their representatives who have already put together equipment packages and quotes for the expected improvements. Our approach will be to use the vendor-developed improvements as a baseline starting point, vet the proposed improvements for issues or fatal flaws, and then proceed to final design.

We will streamline project delivery by consolidating the kick-off meeting with the initial site visit. The goal of the initial site visit is to confirm the following key design parameters:

- Proposed equipment locations
- Measurements of existing control panel shade structure
- Points of connection for drain and process water
- Existing plant electrical system capacity for new equipment
- I/O connection into existing plant PLC for new control panels
- Field verification of existing bar screen for connections into the new bar screen control panel
- Availability and routing of spare conduits

The site visit provides an opportunity to discuss project constraints and assumptions with Coachella staff, confirming design expectations. The coordination with staff focuses on considerations for maintenance within the existing layout, strategies for construction phasing and bypassing, outage times for the installation of the new screen, and discussions about operational needs for the new mechanical bar screen.

After the site visit, our team reviews the collected data, photographs, and field measurements which serve as the basis for subsequent design decisions. The design phase incorporates collaboration with Misco to confirm equipment selection and sizing. We then develop 50% specifications, drawings, and cost estimate for staff to review. Following the 50% design submittal and City review, we facilitate an in-person 50% design review meeting to go over the design and comments in detail and confirm changes to be incorporated into the final design package.

Following the 50% design review meeting, Dudek refines the specifications, drawings, and cost estimate to address comments and prepare 100% specifications, drawings, and cost estimate. During the design phase, monthly virtual progress meetings are held to update the City on design progress, review the schedule, and discuss outstanding action/decision and information items.

Scope of Work

Task 1: Project Management and Meetings

- Preparation of monthly invoices and progress reports.
- Monthly budget and schedule tracking.
- Regular communication between the Dudek project manager, City, and project team.
- Facilitate quality control reviews of deliverables.
- Meetings:
 - Kickoff Meeting: In-Person kickoff meeting including key members of the Dudek project team and appropriate City engineering, management, and operations staff. Dudek prepares an agenda and minutes for the meeting.
 - 50% Design Review Meeting: In-Person meeting including key members of the Dudek project team and appropriate City engineering, management, and operations staff. Dudek prepares an agenda and minutes for the meeting.
 - 100% Design Review Meeting: Zoom/Teams meeting including key members of the Dudek project team and appropriate City engineering, management, and operations staff. Dudek prepares an agenda and minutes for the meeting.
 - Monthly progress meetings: Zoom/Teams meetings monthly to review work progress, outstanding action items, and discuss budget and schedule status, as appropriate.

Task 2: Data Request and Review

- One, four-hour site investigation to photograph existing conditions and take measurements, and walk the site with City staff to confirm proposed equipment locations, locating points of connection for drains and process water, investigate a connection point to existing plant electrical system and its available capacity for new equipment, investigate ethernet and/or I/O connection into existing plant PLC for new control panels, field verify the existing bar screen for connections into the new bar screen control panel, and investigation of spare conduits and potential new conduit routing.
- Review and verify as-built drawings and key project constraints.
- Coordination with Misco to confirm the cost, delivery forecast, and installation requirements.

Task 3: Design Phase

- Prepare 50% design package including 50% progress drawings for general, demo, mechanical, electrical, and instrumentation drawings. Provide updated cost estimate based on vendor quotes.
- Prepare 100% design package including complete construction drawings, technical specifications, and cost estimates.
- Prepare final design package with signed and stamped specifications and drawings incorporating minor City comments and/or editorial fixes. See Table 1 for anticipated drawing list:

Table 1. Anticipated Drawing List

No.	Sheet No.	Sheet Name
1	G-1	Title Sheet, Vicinity Map
2	G-2	General Notes and Drawing Index
3	G-3	Symbols, Abbreviations, and Schedules
4	G-4	Overall Site Plan and Contractor Staging Area
5	D-1	Headworks Demolition Plan
6	M-1	Mechanical General Notes, Symbols, and Schedules
7	M-2	Headworks Mechanical Plan
8	M-3	Headworks Mechanical Sections
9	M-4	Washer Compactor Mechanical Sections
10	E-1	Legend and Notes
11	E-2	Single Line Diagram
12	E-3	Headworks Electrical Demolition Plan
13	E-4	Headworks Screening Area Electrical and Controls Plan
14	E-5	Headworks Compactor Electrical and Controls Plan
15	E-6	Power and Control Conduit Block Diagram
16	I-1	Instrumentation legends and symbols
17	I-2	Process and Instrumentation Diagram (P&ID)
18	I-3	Communication Architecture Drawing

Project Team

Dudek proposes the following team for the proposed project. Resumes for all proposed staff are available upon request.

- Project Manager: Phil Giori, PE
- Senior Electrical Engineer: Joe Schneider, PE
- Senior Mechanical Engineer: Sam Hawkinson, EIT
- Project Engineer: Agata Bugala, EIT
- QA/QC: Brian Robertson, PE

Schedule

Dudek proposes a draft project schedule with kickoff in January 2024 and completion in June 2024. See attached GANNT schedule for detailed schedule broken out by task.

Fee

Dudek estimates a fee of \$144,825 for the above proposed scope of work. Detailed fee estimate breakdown by task, staff, and hours is shown in the table below.

Dudek Labor Hours and Rates												
Project Team Role:		QA/QC	Project Manager	Senior Engineer	Electrical Engineer	Project Engineer	CAD Designer	Admin	TOTAL DUDEK	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
Team Member:		BR	PG	SH	JS	AB	NH	MK				
Billable Rate :		\$250	\$255	\$240	\$280	\$200	\$195	\$150	HOURS			
Task 1	Project Management and Meetings											
1.1	Project Management and Invoicing		8					8	16	\$ 3,240		\$ 3,240
1.2	Kickoff Meeting (In-Person)		8	8	8	8	8		40	\$ 9,360	\$ 1,300	\$ 10,660
1.3	50% Submittal Review Meeting (In-Person)		8	8		8			24	\$ 5,560	\$ 900	\$ 6,460
1.4	100% Submittal Review Meeting (Virtual)		2	1	1	1			5	\$ 1,230		\$ 1,230
1.5	Monthly Progress Meetings (Virtual)		4	4	4	4			16	\$ 3,900		\$ 3,900
	Subtotal Task 1		30	21	13	21	8	8	101	\$ 23,290	\$ 2,200	\$ 25,490
Task 2	Data Request and Review											
2.1	Data Request and Review			8	8	4	4		24	\$ 5,740		\$ 5,740
	Subtotal Task 2			8	8	4	4		24	\$ 5,740	\$ -	\$ 5,740
Task 3	Plans and Specifications											
3.1	50% Design Package	3	4	24	35	30	140		236	\$ 50,630		\$ 50,630
3.2	100% Design Package	3	4	16	20	20	135		198	\$ 41,535		\$ 41,535
3.3	Prepare Project Specifications	4	2	16	16	24		4	66	\$ 15,230		\$ 15,230
3.4	Prepare Cost Estimate	1	1	2	4	8			16	\$ 3,705		\$ 3,705
3.5	Final PS&E and Comment Log		1	2	2	6			11	\$ 2,495		\$ 2,495
	Subtotal Task 3	11	12	60	77	88	275	4	527	\$ 113,595	\$ -	\$ 113,595
Total Hours and Fee		11	42	89	98	113	287	12	652	\$ 142,625	\$ 2,200	\$ 144,825

Closing

We appreciate the Coachella Sanitary District's consideration of the above proposal. Should you have any questions please reach out to Phil Giori at 760.479.4173 or pgiori@dudek.com. We look forward to continuing our work with the District.

Sincerely,

Phil Giori, P.E.
Project Manager
Dudek

ID	Task Name	Duration	Start	Finish	Gantt Chart											
					Nov	Dec	Qtr 1, 2024 Jan	Feb	Mar	Qtr 2, 2024 Apr	May	Jun	Qtr 3, 2024 Jul	Item 22		
1	Task 1 Project Management and Meetings	105 days	Tue 1/9/24	Mon 6/3/24												
2	Kick-Off Meeting (In-Person)	0 days	Tue 1/9/24	Tue 1/9/24												
3	Submittal Review Meetings	41 days	Fri 4/5/24	Mon 6/3/24												
4	50% Design Review Meeting (In-Person)	0 days	Fri 4/5/24	Fri 4/5/24												
5	100% Design Review Meeting (Virtual)	0 days	Mon 6/3/24	Mon 6/3/24												
6	Task 2 Data Request and Review	22 days	Tue 1/9/24	Wed 2/7/24												
7	Records Review	7 days	Tue 1/9/24	Wed 1/17/24												
8	Confirmation of Equipment	7 days	Thu 1/18/24	Fri 1/26/24												
9	Coordination with Equipment Vendor	15 days	Thu 1/18/24	Wed 2/7/24												
10	Task 3 Plans and Specifications	100 days	Thu 2/8/24	Wed 6/26/24												
11	Task 3a 50% Submittal	37 days	Thu 2/8/24	Fri 3/29/24												
12	Drawings, Specs, Cost Estimate, Calculations, Schedule	30 days	Thu 2/8/24	Wed 3/20/24												
13	District Review	7 days	Thu 3/21/24	Fri 3/29/24												
14	Task 3b 100% Submittal	37 days	Tue 4/9/24	Wed 5/29/24												
15	Drawings, Specs, Cost Estimate, Calculations, Schedule	30 days	Tue 4/9/24	Mon 5/20/24												
16	District Review	7 days	Tue 5/21/24	Wed 5/29/24												
17	Task 3c Final Submittal	16 days	Wed 6/5/24	Wed 6/26/24												
18	Drawings, Specs, Cost Estimate, Calculations, Schedule	16 days	Wed 6/5/24	Wed 6/26/24												

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, 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 53462 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Dudek, a corporation, with its principal place of business at 78-075 Main Street, Suite G203, La Quinta, CA 92253 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project No. 082522 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 engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** 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, or included in Exhibit "C" of this Agreement.

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

3.3 Responsibilities of Consultant.

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

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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: Charles Greely, Principal/Project Manager.

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

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

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Dudek
78-075 Main Street, Suite G203, La Quinta CA 92253
ATTN: Charles Greely

City: City of Coachella
53462 Enterprise Way, Coachella, CA 92236
ATTN: Maritza Martinez

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.

3.8 Federal Provisions. When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
DUDEK**

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**DUDEK***Approved By:*

Gabriel D. Martin, PhD
City Manager

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

DocuSigned by:

By:



61A12CB5F26F42F...

Its: President and CEO

Printed Name: Joseph Monaco

DocuSigned by:

By:



EDE486A43DB444B...

Its: Vice President

Printed Name: Bob Ohlund

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C" COMPENSATION

		2022	2023	2024	2025
Engineering Services	Project Director	\$310.00	\$326.00	\$343.00	\$361.00
	Principal Engineer III	\$285.00	\$300.00	\$315.00	\$331.00
	Principal Engineer II	\$275.00	\$289.00	\$304.00	\$320.00
	Principal Engineer I	\$265.00	\$279.00	\$293.00	\$308.00
	Program Manager	\$255.00	\$268.00	\$282.00	\$297.00
	Senior Project Manager	\$255.00	\$268.00	\$282.00	\$297.00
	Project Manager	\$245.00	\$258.00	\$271.00	\$285.00
	Senior Engineer III	\$240.00	\$252.00	\$265.00	\$279.00
	Senior Engineer II	\$230.00	\$242.00	\$255.00	\$268.00
	Senior Engineer I	\$220.00	\$231.00	\$243.00	\$256.00
	Project Engineer IV/Technician IV	\$210.00	\$221.00	\$233.00	\$245.00
	Project Engineer III/Technician III	\$200.00	\$210.00	\$221.00	\$233.00
	Project Engineer II/Technician II	\$185.00	\$195.00	\$205.00	\$216.00
	Project Engineer I/Technician I	\$165.00	\$174.00	\$183.00	\$193.00
	Senior Designer II	\$190.00	\$200.00	\$210.00	\$221.00
	Senior Designer I	\$185.00	\$195.00	\$205.00	\$216.00
	Designer	\$175.00	\$184.00	\$194.00	\$204.00
	Assistant Designer	\$170.00	\$179.00	\$188.00	\$198.00
	CADD Operator III	\$165.00	\$174.00	\$183.00	\$193.00
	CADD Operator II	\$155.00	\$163.00	\$172.00	\$181.00
	CADD Operator I	\$140.00	\$147.00	\$155.00	\$163.00
	CADD Drafter	\$125.00	\$132.00	\$139.00	\$146.00
	CADD Technician	\$115.00	\$121.00	\$128.00	\$135.00
	Project Coordinator	\$140.00	\$147.00	\$155.00	\$163.00
	Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00
Environmental Services	Project Director	\$255.00	\$268.00	\$282.00	\$297.00
	Senior Specialist IV	\$235.00	\$247.00	\$260.00	\$273.00
	Senior Specialist III	\$225.00	\$237.00	\$249.00	\$262.00
	Senior Specialist II	\$205.00	\$216.00	\$227.00	\$239.00
	Senior Specialist I	\$195.00	\$205.00	\$216.00	\$227.00
	Specialist V	\$185.00	\$195.00	\$205.00	\$216.00
	Specialist IV	\$175.00	\$184.00	\$194.00	\$204.00
	Specialist III	\$165.00	\$174.00	\$183.00	\$193.00
	Specialist II	\$150.00	\$158.00	\$166.00	\$175.00
	Specialist I	\$135.00	\$142.00	\$150.00	\$158.00
	Analyst V	\$125.00	\$132.00	\$139.00	\$146.00
	Analyst IV	\$115.00	\$121.00	\$128.00	\$135.00
	Analyst III	\$105.00	\$111.00	\$117.00	\$123.00
	Analyst II	\$95.00	\$100.00	\$105.00	\$111.00
	Analyst I	\$85.00	\$90.00	\$95.00	\$100.00
	Technician III	\$75.00	\$79.00	\$83.00	\$88.00
	Technician II	\$65.00	\$69.00	\$73.00	\$77.00
	Technician I	\$55.00	\$58.00	\$61.00	\$65.00

Mapping and Surveying Services	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
	Application Developer I	\$155.00	\$163.00	\$172.00	\$181.00
	GIS Analyst V	\$205.00	\$216.00	\$227.00	\$239.00
	GIS Analyst IV	\$165.00	\$174.00	\$183.00	\$193.00
	GIS Analyst III	\$145.00	\$153.00	\$161.00	\$170.00
	GIS Analyst II	\$130.00	\$137.00	\$144.00	\$152.00
	GIS Analyst I	\$115.00	\$121.00	\$128.00	\$135.00
	UAS Pilot	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Lead	\$185.00	\$195.00	\$205.00	\$216.00
	Survey Manager	\$135.00	\$142.00	\$150.00	\$158.00
	Survey Crew Chief	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Rod Person	\$95.00	\$100.00	\$105.00	\$111.00
Construction Management Services	Survey Mapping Technician	\$95.00	\$100.00	\$105.00	\$111.00
	Principal/Manager	\$195.00	\$205.00	\$216.00	\$227.00
	Senior Construction Manager	\$185.00	\$195.00	\$205.00	\$216.00
	Senior Project Manager	\$175.00	\$184.00	\$194.00	\$204.00
	Construction Manager	\$160.00	\$168.00	\$177.00	\$186.00
	Project Manager	\$150.00	\$158.00	\$166.00	\$175.00
	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
	Construction Inspector	\$135.00	\$142.00	\$150.00	\$158.00
	Administrator/Labor Compliance	\$100.00	\$105.00	\$111.00	\$117.00
Hydrogeology/HazWaste Services	Project Director	\$305.00	\$321.00	\$338.00	\$355.00
	Principal Hydrogeologist/Engineer II	\$280.00	\$294.00	\$309.00	\$325.00
	Principal Hydrogeologist/Engineer I	\$260.00	\$273.00	\$287.00	\$302.00
	Senior Hydrogeologist V/Engineer V	\$240.00	\$252.00	\$265.00	\$279.00
	Senior Hydrogeologist IV/Engineer IV	\$230.00	\$242.00	\$255.00	\$268.00
	Senior Hydrogeologist III/Engineer III	\$220.00	\$231.00	\$243.00	\$256.00
	Senior Hydrogeologist II/Engineer II	\$210.00	\$221.00	\$233.00	\$245.00
	Senior Hydrogeologist I/Engineer I	\$200.00	\$210.00	\$221.00	\$233.00
	Project Hydrogeologist V/Engineer V	\$185.00	\$195.00	\$205.00	\$216.00
	Project Hydrogeologist IV/Engineer IV	\$175.00	\$184.00	\$194.00	\$204.00
	Project Hydrogeologist III/Engineer III	\$165.00	\$174.00	\$183.00	\$193.00
	Project Hydrogeologist II/Engineer II	\$155.00	\$163.00	\$172.00	\$181.00
	Project Hydrogeologist I/Engineer I	\$145.00	\$153.00	\$161.00	\$170.00
	Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00

(BB&K 2017)

Exhibit "C"-2

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Mapping and Surveying Services	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
	Application Developer I	\$155.00	\$163.00	\$172.00	\$181.00
	GIS Analyst V	\$205.00	\$216.00	\$227.00	\$239.00
	GIS Analyst IV	\$165.00	\$174.00	\$183.00	\$193.00
	GIS Analyst III	\$145.00	\$153.00	\$161.00	\$170.00
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	GIS Analyst I	\$115.00	\$121.00	\$128.00	\$135.00
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	Survey Lead	\$185.00	\$195.00	\$205.00	\$216.00
	Survey Manager	\$135.00	\$142.00	\$150.00	\$158.00
	Survey Crew Chief	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Rod Person	\$95.00	\$100.00	\$105.00	\$111.00
Construction Management Services	Survey Mapping Technician	\$95.00	\$100.00	\$105.00	\$111.00
	Principal/Manager	\$195.00	\$205.00	\$216.00	\$227.00
	Senior Construction Manager	\$185.00	\$195.00	\$205.00	\$216.00
	Senior Project Manager	\$175.00	\$184.00	\$194.00	\$204.00
	Construction Manager	\$160.00	\$168.00	\$177.00	\$186.00
	Project Manager	\$150.00	\$158.00	\$166.00	\$175.00
	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
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Hydrogeology/HazWaste Services	Project Director	\$305.00	\$321.00	\$338.00	\$355.00
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	Project Hydrogeologist IV/Engineer IV	\$175.00	\$184.00	\$194.00	\$204.00
	Project Hydrogeologist III/Engineer III	\$165.00	\$174.00	\$183.00	\$193.00
	Project Hydrogeologist II/Engineer II	\$155.00	\$163.00	\$172.00	\$181.00
	Project Hydrogeologist I/Engineer I	\$145.00	\$153.00	\$161.00	\$170.00
	Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00



STAFF REPORT
2/28/2024

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 (Continued from February 14, 2024)

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

<u>City Cannot Regulate</u>	<u>City Can Regulate</u>
<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 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 11:00 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 ~~strike through~~, 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.

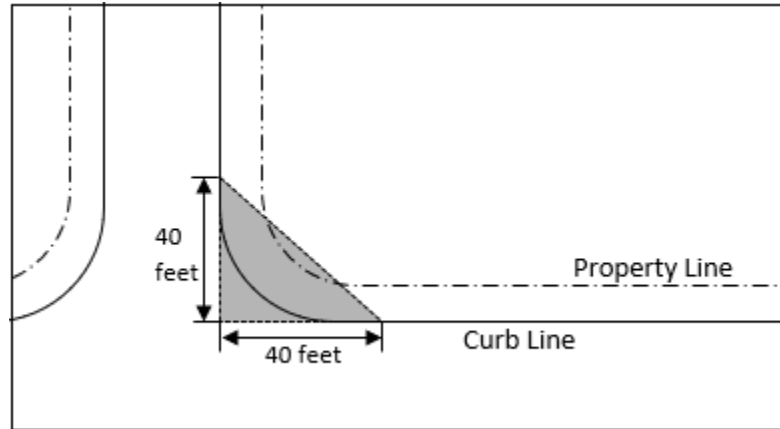
A. Stationary sidewalk vendors shall be prohibited from operating or establishing in any residential zone of the City, including the S-N (Suburban Neighborhood) zone, G-N (General Neighborhood) zone, U-N (Urban Neighborhood) zone, and all residential districts of the SP (Specific Plan) zone.

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 one written warning has 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 one written warning has 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 28th 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 and February 28, 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 has caused to be conducted a cost of service analysis of the proposed fees illustrating the estimated reasonable costs to the City in providing the review and processing of applications for sidewalk vendor operations and said study is on file with the City Clerk; 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 regulatory activity which the fee is charged; and

WHEREAS, the City has noticed this public hearing in compliance with Government Code Section 66018 has made publicly available all data related to the calculation of the fees, 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 fees shall be increased annually each July 1 for inflation by the percentage change as calculated from the year over year change each March from the Consumer Price Index for all Urban Consumers, Riverside-San Bernardino-Ontario, CA published by the U.S. Bureau of Labor Statistics, or a successor index. The fee will be effective upon adoption of Ordinance No. 1209.

SECTION 4. 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 28th 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 28th 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 1st 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	<u>1st time permit fee:</u> \$192 <u>Renewal fee:</u> \$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	<u>Vending prohibited in:</u> 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 ~~striketrough~~, 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 ~~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 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.

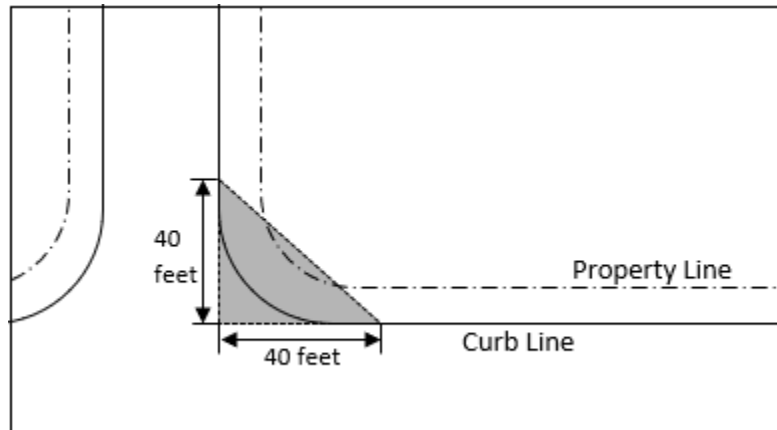
B. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the following:

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 one written warning has 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 one written warning has 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.

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 permitholder. 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 permitholder 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.



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



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.



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- 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



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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.](#)

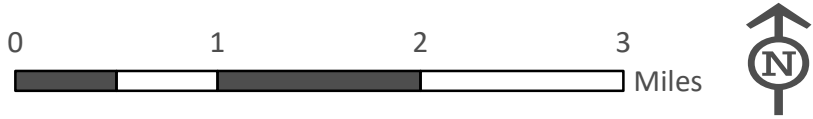
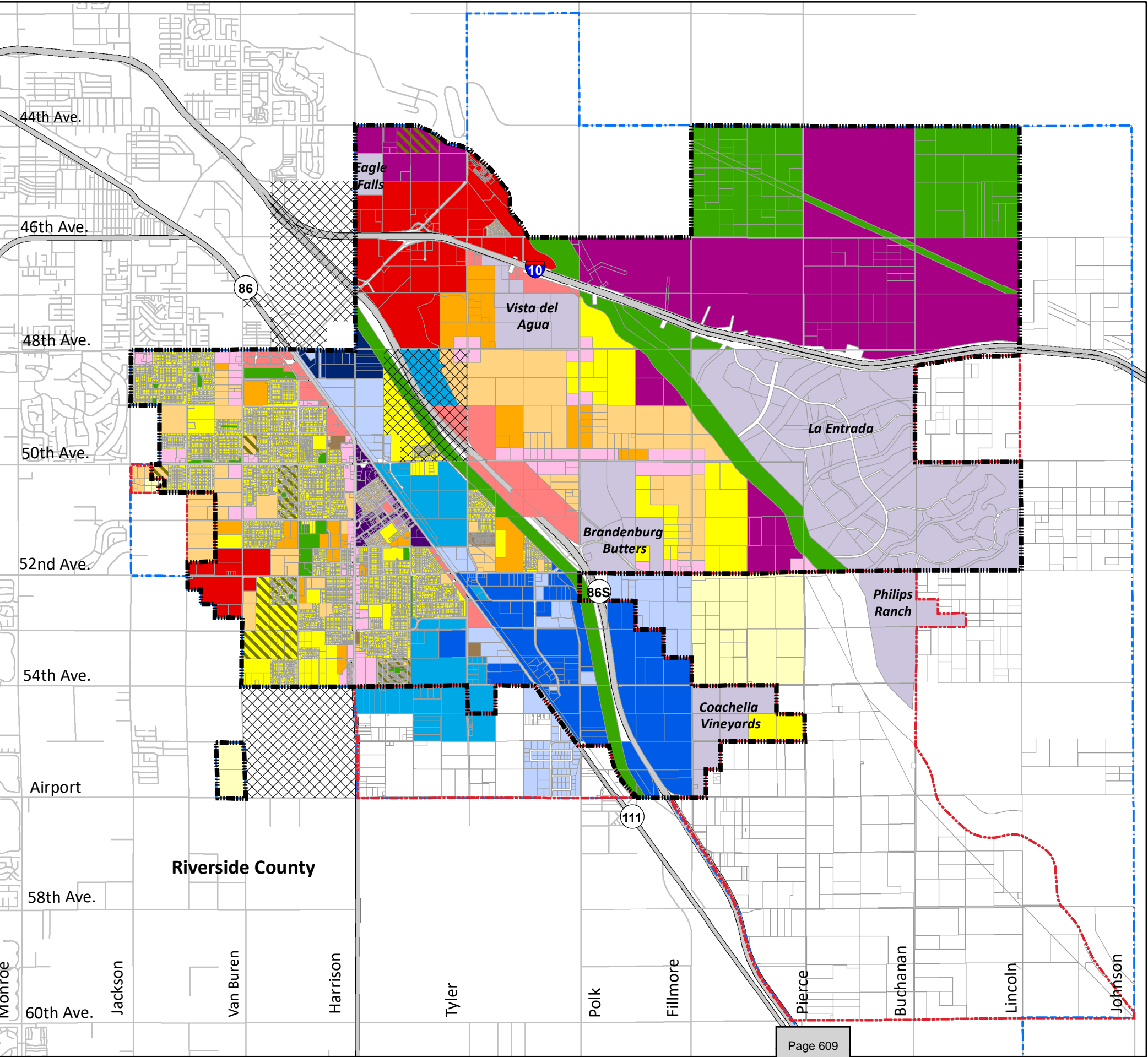


City of Coachella Official Zoning Map

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.*

