



AGENDA

CITY COUNCIL REGULAR MEETING

OF THE CITY OF COACHELLA

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

October 09, 2024

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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- 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: - 6:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

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”

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

1. Proclamation Presented to Sergeant Tom Anderson
2. Code Enforcement Officer Appreciation Week
3. Palm Springs Airport Master Plan Update
4. FIND Food Bank's Hunger Action Month Summary & City Impact Report
5. Presentation by the Greater Coachella Valley Chamber of Commerce - Quarterly Update

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

6. Regular Meeting Minutes of September 25, 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
7. Quarterly Reports - First Quarter FY 2024-2025
8. Authorization to file a Notice of Completion for City Project No. ST-118, Buena Vista and Pueblos at Avaral & Navarra Neighborhood Pavement Rehabilitation
9. Approve Sponsorship of Raices Cultura for 2024 Dia de los Muertos Celebration in the Amount of \$20,000
10. Award of Contract to Demo Unlimited, Inc., for \$40,389.82, to Complete Asbestos Abatement and Demolition of the Property at 52-156 Tripoli Way
11. Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for Cannabis Social Equity Consulting Services in a Not-to-Exceed Amount of \$35,000

- [12.](#) Adopt Resolution No. 2024-56 Authorizing the City Manager to Execute and Record a Deed Restriction for the Rancho Las Flores Park Phase II Property
- [13.](#) Adopt Ordinance No. 1213 (Zoning Ordinance Amendment No. 22-09) 2nd Reading to Amend Coachella Municipal Code Title 17 Regarding Zoning District Permitted Uses and Development Standards for the R-E, Residential Estate District, Chapter 17.12 of the Coachella Municipal Code. City-Initiated
- [14.](#) Approve a Professional Services Agreement Between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for Fiscal Year 2024-2025 in the Amount of \$82,500

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [15.](#) Approve Plans and Authorize Staff to bid and Authorize Appropriation of \$3,000,000 from General Fund for the Avenue 52 Pavement Rehabilitation Project, City Project Number ST-139
- [16.](#) Adopt Resolution No. 2024-33 Allocating \$500,000 in American Rescue Plan Act (ARPA) Funds Toward the Coachella Home Enhancement Program (HEP) and Authorizing the City Manager to Enter Into an Agreement With the County of Riverside Housing and Workforce Solutions to Administer the HEP Program
- [17.](#) Provide Staff Direction for 2024 Hometown Heroes Honorees
- [18.](#) Award Professional Services Agreement to Grizzly Entertainment for \$35,000 for a Drone Show Feature Addition to the 2024 Holiday Tree Lighting Ceremony; Approve Allocation of \$35,000 from Unallocated General Fund Reserves for Award
- [19.](#) Adopt Resolution No. 2024-57 Approve American Rescue Plan Act Funds (ARPA) for the State and Local Fiscal Recovery Fund (SLFRF) Program for the Business Management Program with the University of California, Riverside Extension (UCRX) in the amount of \$287,220.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

*Complete Agenda Packets are available for public inspection 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

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Sergeant Tomas Anderson was born at the March Air Force Base in Riverside California, and was raised by his mother who worked as a social worker, and his father who served and retired from the United States Airforce, his interest in aircraft and service was born; and

WHEREAS, Sergeant Thomas Anderson served in the United States Army from July 1996 to February 2005 as an ammunition specialist, attended basic training in Fort Sill, Oklahoma, attended Advanced Individual Training at Redstone Arsenal, Alabama and stationed at Fort Lewis, Washington State, He was deployed to Germany, Korea, and Iraq from 2003 to 2004 for Operation Iraq Freedom; and

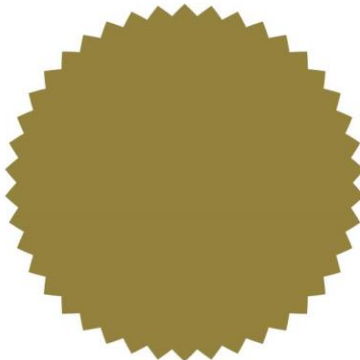
WHEREAS, Sergeant Thomas Anderson was promoted to Sergeant on December 19, 2019, and transferred to the Thermal Sheriff’s Station, serving the City of Coachella and adjoining areas as a patrol supervisor, station training supervisor, field training supervisor, and served as the Coachella Community Action Team supervisor from January 12, 2023, to October 2, 2024; and

WHEREAS, On October 3, 2024, Sergeant Thomas Anderson will now be transferred to the Sheriff’s Emergency Operations Division, specifically the Aviation Unit, fulfilling a long-time ambition to patrol and serve the communities of Riverside County to include the City of Coachella from the air; and

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

Tomas Anderson

and urge all citizens of the City of Coachella to express gratitude on his current role as the Sheriff’s Coachella Community Action Team Supervisor and wish him luck as he transfers to the Sheriff’s Emergency Operations Divisions, Aviation Unit.



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 9th day of October 2024.

Steven A. Hernandez, Mayor

Steven A. Hernandez

City of Coachella, California

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week; and

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of citizens through the enforcement of local, state, and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health, and life safety; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving quality of life for residents and businesses of local communities; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities; and

WHEREAS, Code Enforcement Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning, and nuisance laws; and

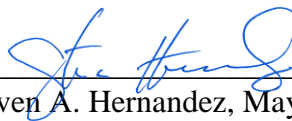
WHEREAS, the City of Coachella recognizes and honor the Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our community.

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

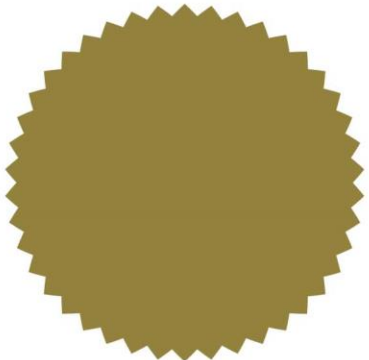
Jessica Navarro, Sara Montano, Joel Zendejas, Pedro Hernandez and Rene Rosales

and encourage all citizens of the City of Coachella in recognizing and expressing our appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 9th of October 2024.

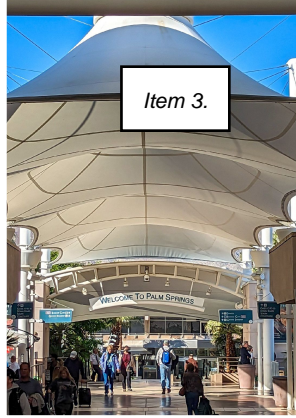


Steven A. Hernandez, Mayor
City of Coachella, California





palm springs
INTERNATIONAL AIRPORT



Airport Master Plan Update

What is an Airport Master Plan?

Federally required document to help an airport:

- Plan strategically for the future
- Identify new projects to support long-term growth and safety



This is only a plan. Each major project identified in the master plan will have to be separately approved, funded, and comply with state and federal environmental requirements.

Why We Need an Airport Master Plan

Planning now to meet future demand.

The Palm Springs International Airport is the gateway to the Coachella Valley. It needs to plan for the future in order to:

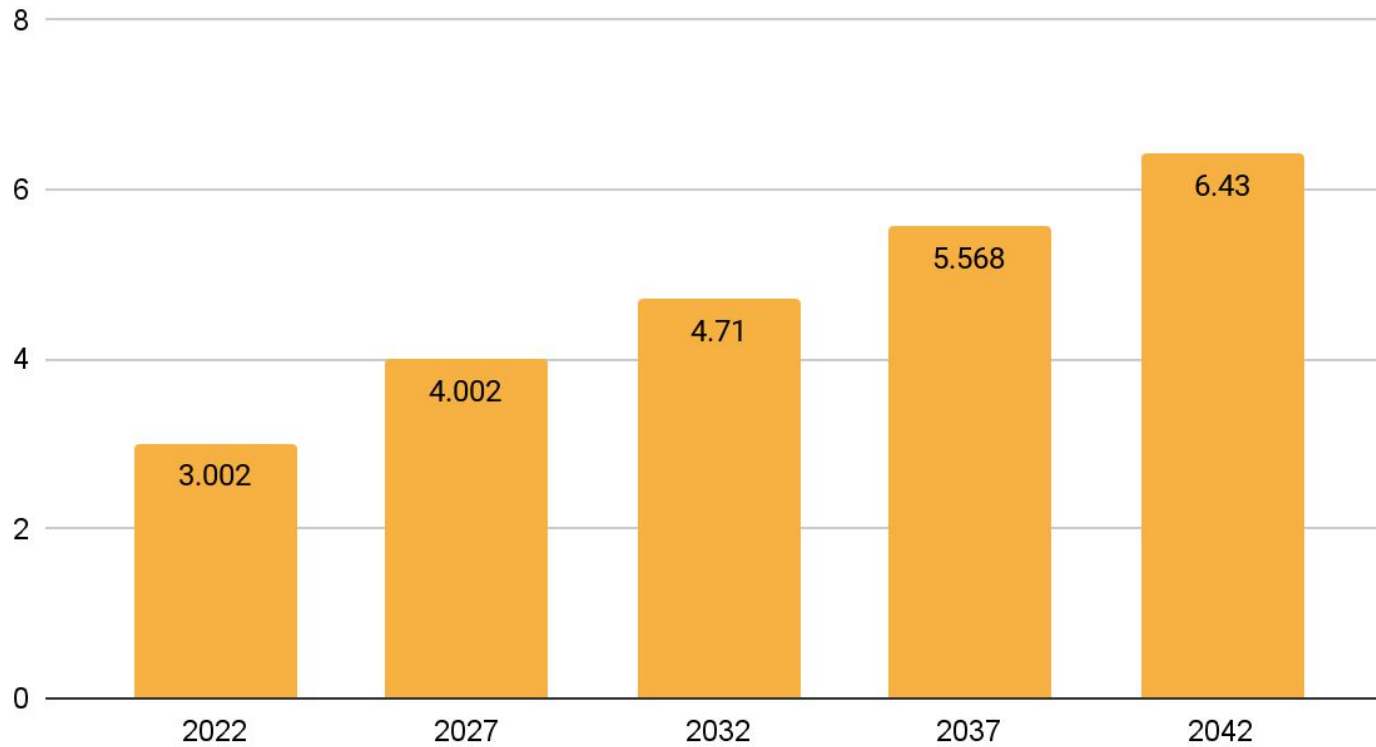
- Preserve iconic elements of the airport
- Create better passenger experience
- Accommodate for future growth
- Comply with latest airport safety requirements
- Begin new sustainability initiatives



Photo: Architect Donald Wexler in front of the new Palm Springs Wexler Terminal, 1966

Airport is Rapidly Increasing in Popularity

Forecasted Total Passengers (millions)



Historical data from Airport records, FAA ATADS and TAF, T100 data, and forecasts by Unison Consulting, Inc

Tourism is Surging, Residential Boom Continues

Item 3.

Between 2017 and 2022, tourism in Greater Palm Springs grew:

↑ **VISITORS**
4% increase

Between 2021 and 2024, Coachella Valley grew:

↑ **RESIDENTS**
5% increase

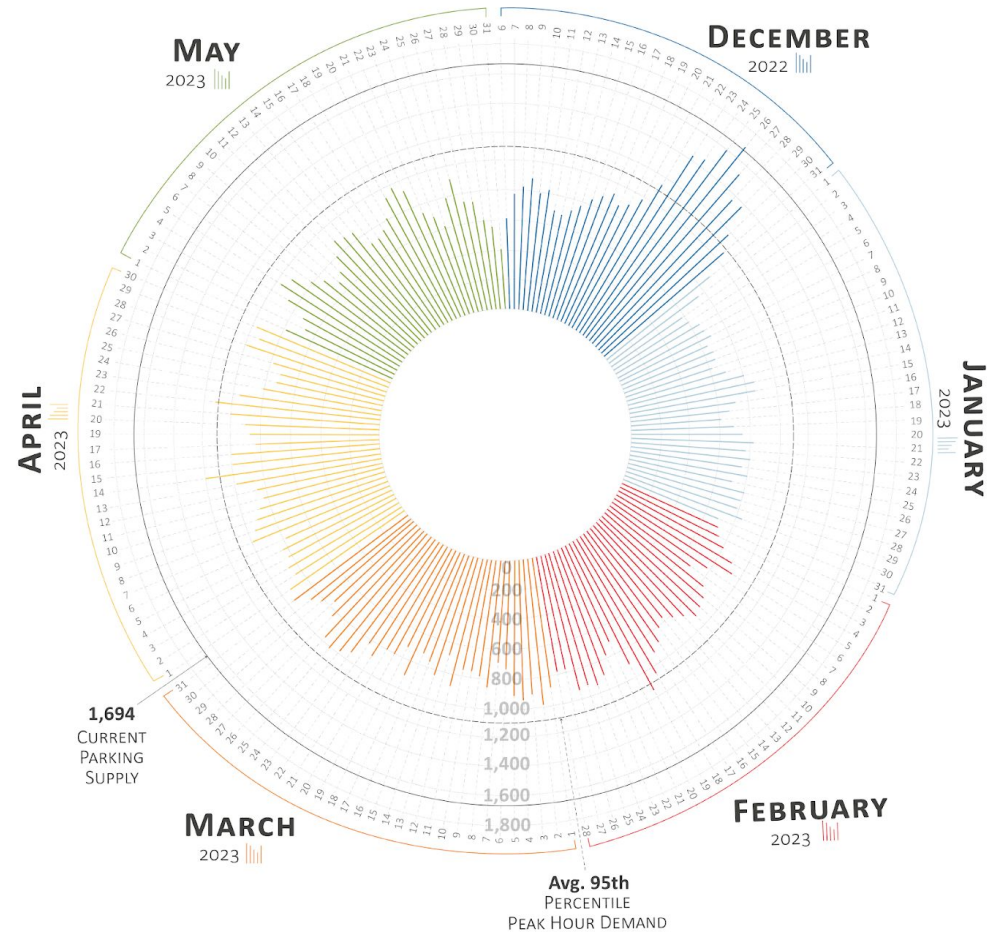


Source: 2017 and 2022 Economic Impact of Tourism in Greater Palm Springs, Prepared by Tourism Economics, Esri, [US Census Population Projections](#), [California Economic Forecast](#)

Parking Demand

Parking needs today versus 2042.

- ↑ **Public Spaces**
1,694 increasing to 2,711
- ↑ **Rental Car Spaces**
2,295 increasing to 3,693
- ↑ **Employee Spaces**
290 increasing to 610



Source: Walker Consultants, 2023

Master Plan Process

A methodical approach to ensure the best outcome.

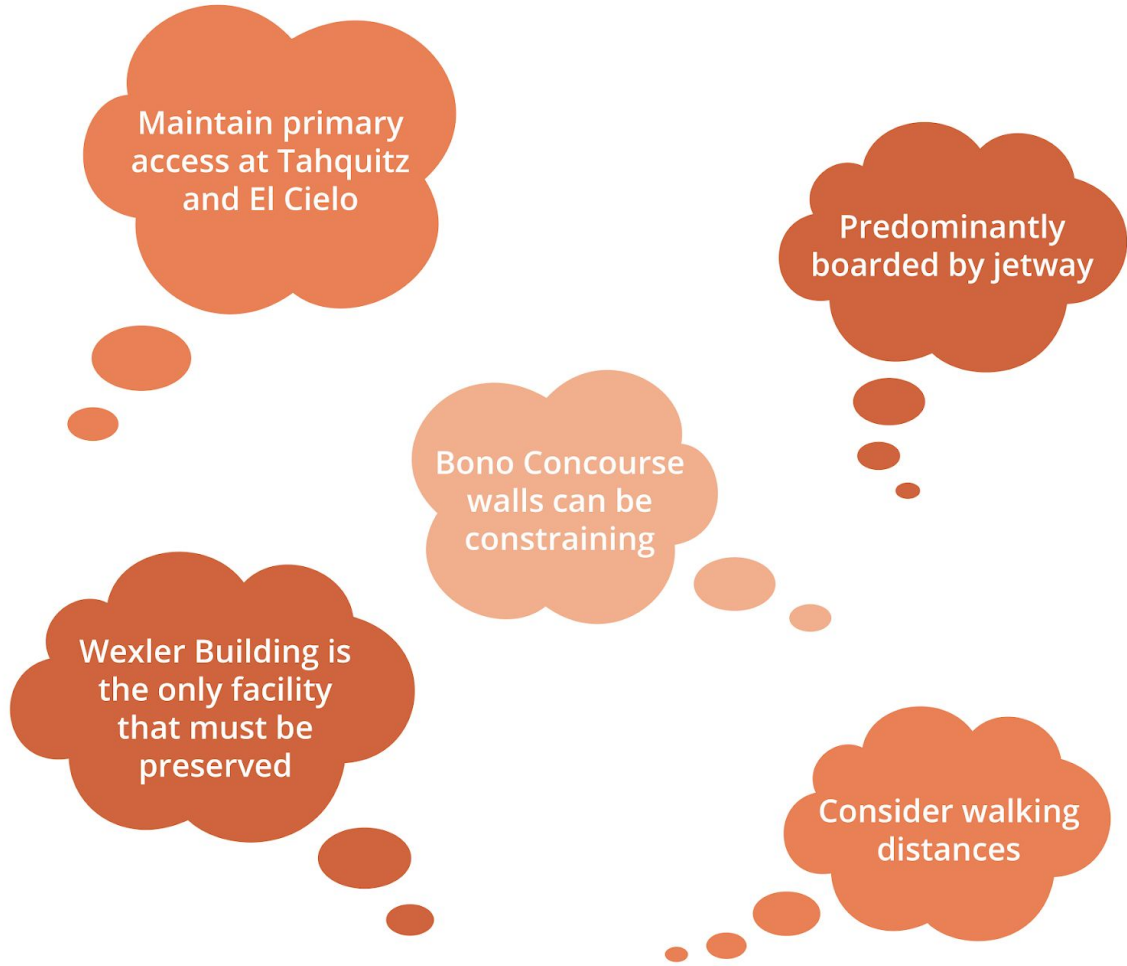


← Public Outreach →



Planning Considerations – What We Heard

Stakeholder feedback that helped shape the alternatives.



Likes Include:

- Quaintness
- Charm
- Ease of Use
- Mountain Views
- Hybrid Indoor/Outdoor Spaces
- Geometric Expression of Bono

Alternative 1: North Site Rental Car Center

Item 3.

Figure x-x: North Site Alternative 1



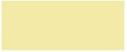


Source: Gensler and Mead & Hunt, 2023



Terminal Renderings



Legend

	Terminal		Rental Car Center
	Gates		

View with Rental Car Center and Terminal Expansion

Item 3.



Alternative 2: South Site Rental Car Center

Item 3.

Figure x-x: South Site Alternative 2 - Rental Car Flow



Source: Gensler and Mead & Hunt, 2023



Sustainability is at the Heart of the Master Plan

Item 3.

Improved efficiencies will minimize the use of resources.

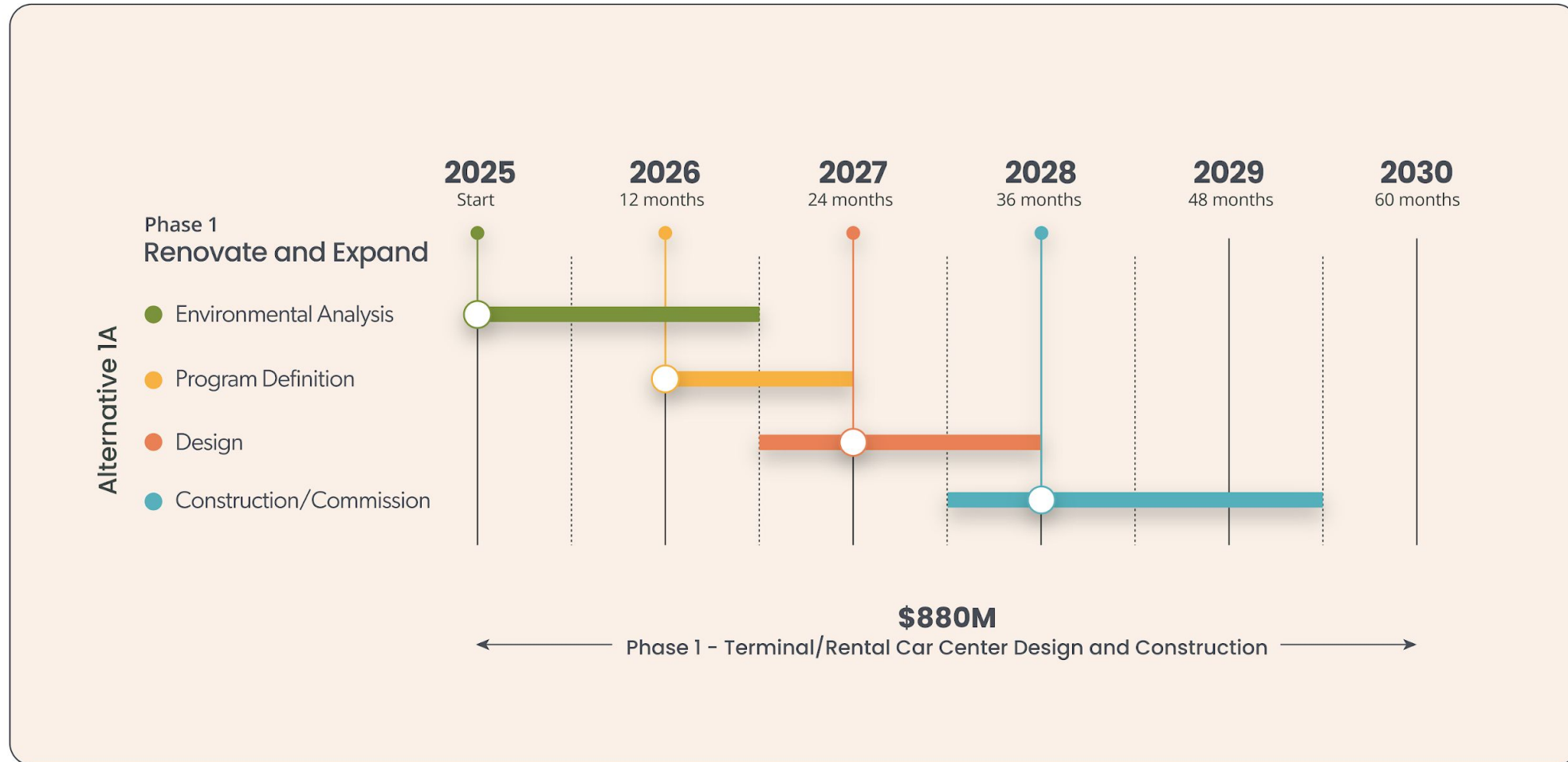


- The Airport Master Plan will align with existing City sustainability policies
- Use of solar for electricity generation
- Infrastructure improvements to support electric vehicles and aircraft
- Roadway and taxiway improvements to minimize emissions
- Continuing resource-saving efforts like low-water landscaping and recycling programs

Estimated Terminal Program Schedule & Cost

Item 3.

A current timeline for phase 1 terminal development.



How Airports Are Funded

PSP does not use local taxes.

The airport and its major projects are funded by airport revenues, user fees, and federal grants.

Every cup of coffee, airline ticket, and rental car sold at the airport funds PSP and its projects.

The airport does not rely on local taxes to operate.



Thank you.

PalmSpringsAirportMasterPlan.com

NEW SERVICE



FRONTIER
SFO
Denver



DELTA
JFK



UNITED
Washington Dulles



NEW CONCESSIONS

Cactus to Clouds



NEW CONCESSIONS

Nine Cities



palm springs

INTERNATIONAL AIRPORT

NEW CONCESSIONS



Las Casuelas & Coachella Valley Coffee



NEW CONCESSIONS

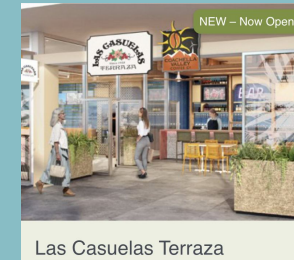
Hey Joshua
Las Palmas Oasis
InMotion
Uptown Essentials

NEW IMPROVEMENTS

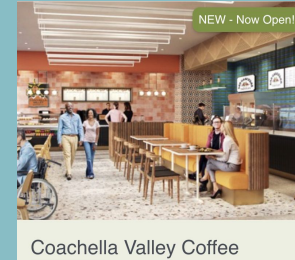
Item 3.



PSP Awarded \$503,212 FAA Grant for Zero Emissions Vehicle Replacement



Las Casuelas Terraza






Coachella Valley Coffee

Addendum 1.1: Terminal Rendering 1

Item 3.



Legend

	Terminal		Rental Car Center
	Gates		

Page 29

Addendum 1.2: Terminal Rendering 2

Item 3.



Legend

- Terminal
- Gates
- Rental Car Center




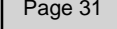
Page 30

Addendum 1.3: Terminal Rendering 3

Item 3.



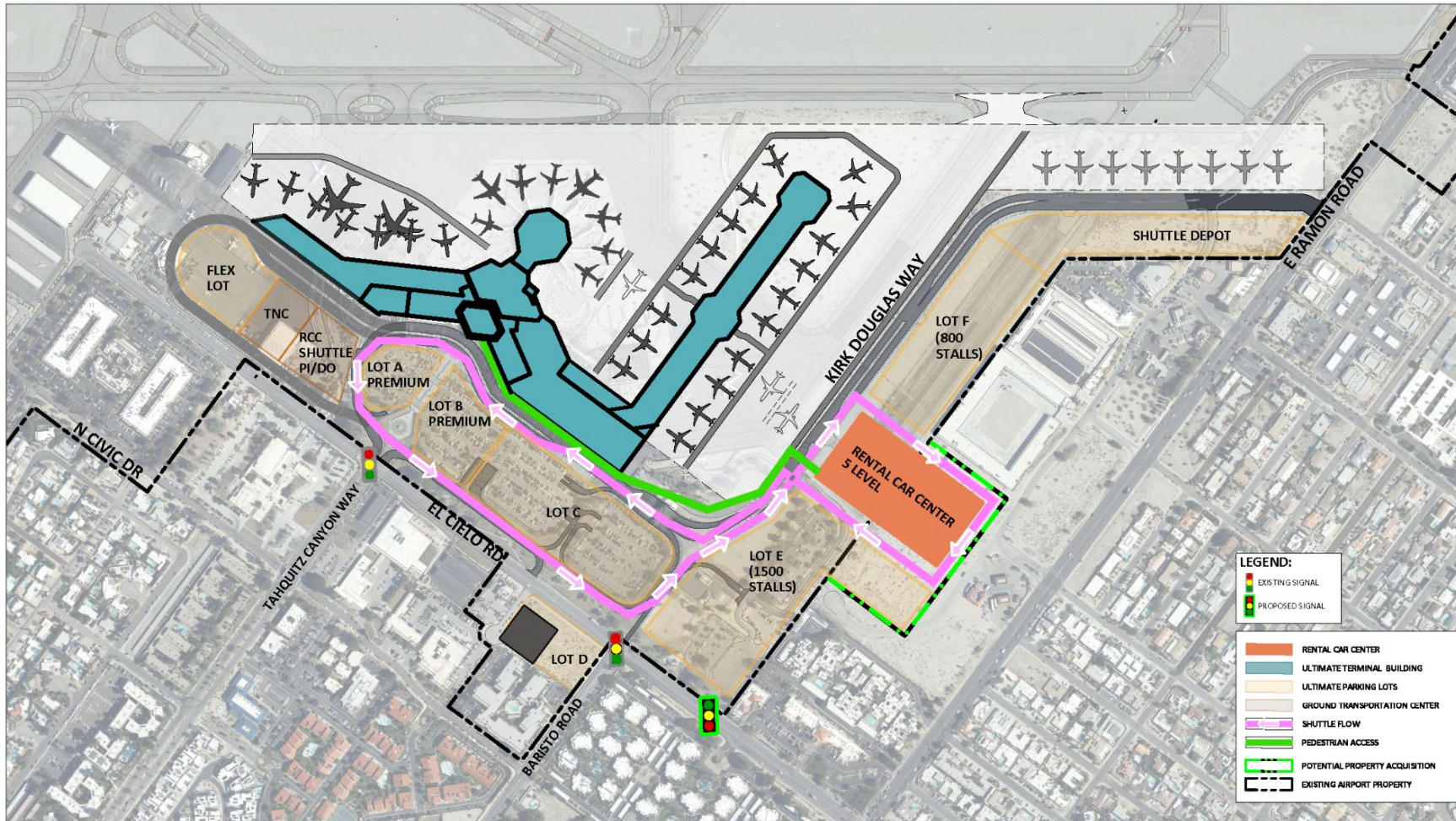
Legend

	Terminal		Rental Car Center
	Gates		Page 31

Addendum 2.1: South Site Rental Car Center

Item 3.

Figure x-x: South Site Alternative 2 - Rental Car Shuttle Flow



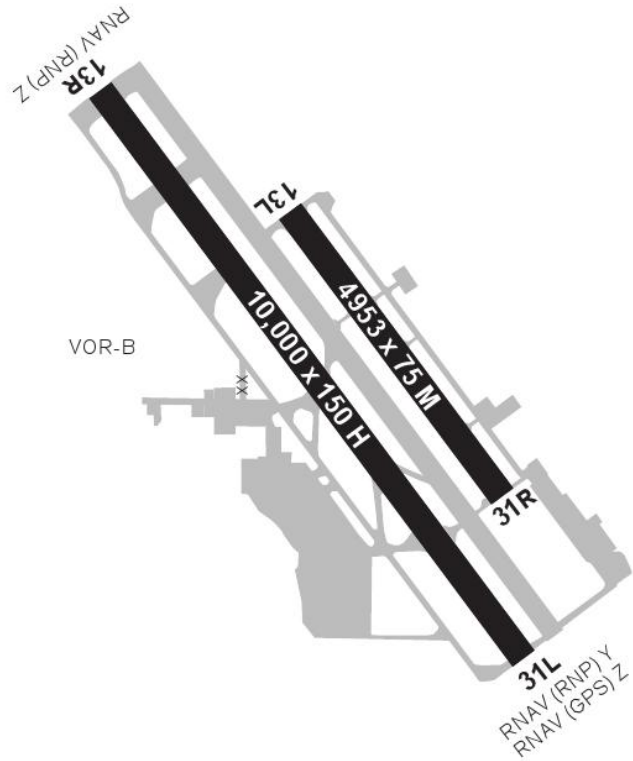
Source: Gensler and Mead & Hunt, 2023



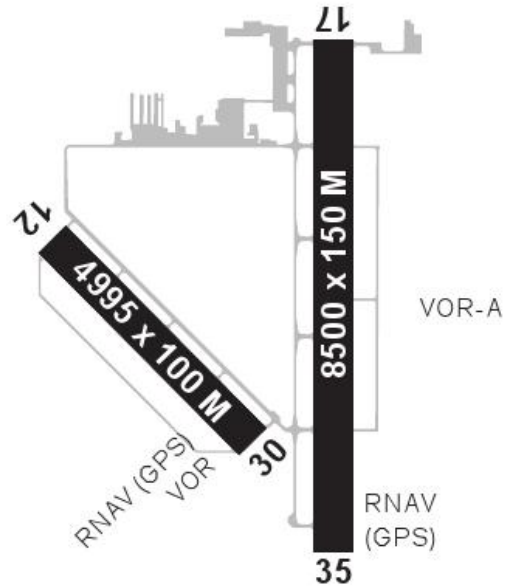
Why Not Thermal?

Investing in the future of Coachella Valley

Palm Springs (PSP)



Jacqueline Cochran Regional Airport (TRM)



Thermal does not have the:

- Runway length
- Infrastructure (flight control tower, baggage claim, terminal capacity)
- Wind conditions

to host a regional commercial airport.

It would take decades of planning and development and billions of dollars to develop Thermal as the primary airport for the Coachella Valley.

September is

Hunger Action Month

Let's end hunger **together**





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

MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

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

September 25, 2024

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

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</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 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.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:00 p.m.

ROLL CALL:

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

City Clerk

Absent: City Treasurer

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”

Motion: To approve the agenda

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Pro Tem Virgen

Approved: 4-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: Councilmember Galarza

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs 763-350-025 and 763-340-008
Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: E. Neumeyer, Trustee of the E.J. Neumeryer Revocable Trust, Owner
Under Negotiation: Price and Terms of Payment for an 82,059 sq. ft. Five-Year Temporary Construction Easement
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN 763-330-018

Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: Empire Airport LLC, Owner
Under Negotiation: Price and Terms of Payment for a 44,981 sq. ft. Five-Year Temporary Construction Easement

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN 763-330-0006
Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: J. Kohn, D. Parrish, M. Kinsey, C. Hirschberg, Owners
Under Negotiation: Price and Terms of Payment for a 6,869 sq. ft. Domestic Water Easement

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Parcel APN 763-350-0009
Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: 87400 A56 Statutory Trust, Owner
Under Negotiation: Price and Terms of Payment for a 9,730 sq. ft. Domestic Water Easement

Councilmember Galarza arrived at 5:02 pm during Closed Session.

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

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

5. National Latino Physician Day Proclamation

Mariela Magana Ceballos

6. HR Green Broadband Study Presentation

Councilmember Galarza stepped away at 6:12 p.m. and returned at 6:21 p.m.

7. SB 1383 Program Updates

WRITTEN COMMUNICATIONS:

None

CONSENT CALENDAR:

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

8. Regular Meeting Minutes of September 11, 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
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 and FY 2024-25 Expenditures as of September 25, 2024, \$2,977,279.68
10. Community Facilities District (CFD No. 2005-01) Annexation 36 – (Sevilla II-Pyramid Ranch)
Ordinance No. 1215 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to Said District (2nd Reading)
11. Authorize a Community-Based Grant to American Outreach Foundation in the Amount of \$1,000 to Help Cover Costs for Providing and Maintaining Power Wheelchairs
12. Authorize a Community-Based Grant to Green Room Theatre Company Coachella Valley in the Amount of \$1,000 to Help Fund Their Ballet Folklorico Program
13. Authorize a Community-Based Grant to Pueblo Unido CDC in the Amount of \$1,000 to Help Fund its Reynas Del Valle Coachella Program
14. Second Reading of Ordinance No. 1214 authorizing the levy of a Special Tax in Community Facilities District No. 2024-1 (Public Services)
15. Award Multiple Professional Services Agreements for On-Call Architectural Design Services for the Commercial Corridor Façade Improvement Program to: DMHA Architecture and Interior Design, BFK Architecture and Planning, and Mour Group Engineering and Design and Authorize the City Manager to Enter into Professional Services Agreements with the Selected Firms in Not-to-Exceed Amounts of \$75,000 Per Firm
16. Authorize the City Manager to Execute Professional Services Agreements with Strategic Energy Experts Consulting for Assistance in Providing Greenfield Electric Utility and Electric Service for the City Municipal Utility

Mayor Hernandez requested to pull item #16

The City Attorney clarified the “Not-to-Exceed amount” in item #15 of \$50,000 and not \$75,000.

Motion: To approve the Consent Calendar with modification to item 16

Made by: Mayor Hernandez

Seconded by: Councilman 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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

17. Appointment of ten Commissioners to the Coachella Youth Advisory Commission

Public Works Director mentioned an edit to this item in that staff reviewed the applications and identified that two applicants are not Coachella residents.

Motion: To approve the appointment of eight Commissioners to the Coachella Valley Advisory commission as presented.

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Delgado
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

Councilmember Dr. Figueroa stepped away at 7:13 p.m. and returned at 7:15 p.m.

18. Approve the Cooperative Agreement with the County of Riverside to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services and Approve the Cooperative Agreement between the Cities of Coachella, Indio, La Quinta and County of Riverside to Share the Cost of a Ladder Truck Company

Motion: To approve the Cooperative Agreement with the County of Riverside to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services; Approve the Cooperative Agreement between the Cities of Coachella, Indio, La Quinta and County of Riverside to Share the Cost of a Ladder Truck Company; authorize the City Attorney to make necessary non-monetary changes to the agreement; and authorize the City Manager to execute the agreement.

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):

19. VMP Night Club & Event Center –Entertainment Permit No. 24-01 and Conditional Use Permit No. 380

for a nightclub and special event center to allow for live events and a Type 48 ABC license to allow the on-sale of beer, wine, and distilled spirits at the 5,867 SF commercial suite at 49974 Cesar Chavez Street.
 Applicant: Reyes Hernandez

Mayor Pro Tem Virgen stepped away at 7:21 pm and returned at 7:22 p.m.

Mayor Hernandez opened the public hearing at 7:30 p.m. and closed the public hearing at 7:37 p.m.

Motion: To adopt Resolution No. 2024-54 Approving Conditional Use Permit 380 and Resolution No. 2024-55 Approving Entertainment Establishment Permit No.24-01

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

20. Adopt Ordinance No. 1213 (Zoning Ordinance Amendment No. 22-09) 1st Reading to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses and development standards for the R-E, Residential Estate District, Chapter 17.12 of the Coachella Municipal Code. City-Initiated

Mayor Hernandez opened the public hearing at 7:44 p.m. and closed the public hearing at 8:01 p.m.

Michael Phipps-Russell Executive Director of Loving All Animals

Motion: To adopt Ordinance No. 1213 (Zoning Ordinance Amendment No. 22-09) 1st Reading with the modified language provided by the City Planning Director.

Made by: Mayor Hernandez
 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.

None

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:20 p.m. in honor of Ventura Gutierrez, who was a planning commissioner and passed away.

Angela Zepeda
City Clerk



CITY OF COACHELLA

53-990 ENTERPRISE WAY

COACHELLA, CA 92236

***CODE ENFORCEMENT, ABANDONED VEHICLE
ABATEMENT, GRAFFITI, PARK RANGERS
& ANIMAL CONTROL***

QUARTERLY REPORT

July 1, 2024 to September 30, 2024

Prepared By:
Jessica Navarro

Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 07/01/2024 To 09/30/2024	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	121	57	64

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	1	1	0
10.08.060 - Working on parked vehicles	1	1	0
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	9	3	6
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	10	7	3
12.42.040 - Storage of personal property on public property.	1	0	1
12.50.100 Penalties. (B) Vending without a sidewalk vending permit	2	2	0
13.03.044 Wasting water prohibited.	3	1	2
13.03.208 - Access to water meter.	2	0	2
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	0	0	0
15.44.010 Building Numbering/Required	0	0	0
15.60.010 Building Permit Required	17	1	16
15.60.050 - Substandard buildings and housing.	2	0	2
15.66.010 Seizmic Hazard Mitiagtion	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	0	0	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	12	11	1
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	0	0	0
17.56.010(J)(2)(B) - Signs	3	1	2

17.58.010 - Home occupations	1	1	0
17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	0	0	0
17.60.010 - Property development standards. (Fence)	3	0	3
17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0
17.60.010(3)(e) Development Standards	0	0	0
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	1	0	1
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	3	1	2
3.10.010 (D)(12) Abandon or Vacated Building/Structure	3	0	3
3.10.010 (D)(13) Offensive Odors	3	3	0
3.10.010 (D)(15) Hazardous Substances and Waste	1	1	0
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	7	3	4
3.10.010 (D)(24) Disruptive Activities	1	0	1
3.10.010 (D)(25) Land Use Entitlements.	1	0	1
3.10.010 (D)(3) Weeds	1	1	0
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(38) - Maintenance and abatement of nuisances.	0	0	0
3.10.010 (D)(4) - Trees and Shrubs	5	2	3
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	22	8	14
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	0	0	0

3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	0	0	0
3.10.010(D)(16)-Visibility Hazard.	0	0	0
3.10.010(D)(19)-Visual Blight	7	3	4
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	1	1	0
3.10.010(D)(6)Parking on Yard Off Driveway	2	0	2
3.10.010(D)(7) Occupied Vehicles	1	1	0
3.16.090 - Failure to comply with notice of violation.	17	4	13
5.80.100 - Operational requirements and performance standards established. (Short Term Rentals)	0	0	0
7.04.040 - Prohibited noise generally.	3	1	2
8.20.040(C)Dust Control requirements	1	0	1
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	2	1	1
8.48.030 (B)Graffiti Prohibited	7	4	3
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0

8.60.050 - Abandoned Property Maintenance requirements.	2	1	1
8.60.060 - Security requirements	3	0	3
8.64.050 - Vacant Property Maintenance Requirements	2	1	1
Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
Business License Required	2	2	0
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
CFC 10.206(a)-(b) Obstruction	0	0	0
CFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
CFC 10.207(1)-Fire Apparatus Access Roads,(a) Red curb on signs	0	0	0
CFC 10.207-Fire Apparatus Access Roads.(b) Obstruction	0	0	0
CFC 10.208(a)-Premises Identification,	0	0	0
CFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
CFC 10.301(a)-Fire Extinguishers,(e) Commercial kitchen 40BC.	0	0	0
CFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
CFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	0	0	0
CFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
CFC 10.313(e)	0	0	0
CFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
CFC 10.401	0	0	0
CFC 10.401-Walls and Ceilings,(a) Holes sealed	1	0	1
CFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
CFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	0	0	0
CFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
CFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
CFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
CFC 12.103(a)-Exits,(d) Exit obstruction	0	0	0
CFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
CFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
CFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
CFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
CFC 74.107(a)	0	0	0
CFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0
CFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
CFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0

CFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	1	0	1
CFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	0	0	0
CFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	1	1	0
CFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
CFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
CFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
CFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	9	7	2
Illegal Dumping	1	1	0
Illegal, Nonconform. Building or Structure(s)	0	0	0
Manner of Parking /Parallel Parking	3	1	2
Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	7	4	3
Parking Requirements/General Provisions	1	1	0
Parking Requirements/Surface of Parking Area	0	0	0
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	0	0	0
Prohibited Stopping, Standing or Parking/On a Crosswalk	0	0	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	1	0	1
Public Nuisances / Attractive Nuisances	6	1	5
Public Nuisances / Fire Hazard	9	4	5
Public Nuisances / Landscaping	14	7	7
Public Nuisances / Trees and Shrubs	7	5	2
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	2	0	2
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	0	0	0

Special Event/Sales Signs	0	0	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	4	3	1
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	5	2	3
UBC 3304(c)-"This Door To Remain Unlocked During Business Hours"	0	0	0
UBC 3313(b)-(f) Emergency lighting operable	0	0	0
UBC 3314(c)-(b) Illuminated EXIT sign operable	0	0	0
UBC 3315(b)-(c) 44' clear access aisle width to exits	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	4	1	3
Totals	241	105	136

Abandoned Vehicles Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 07/01/2024 To 09/30/2024	From To	From To

AVA Totals

	Total	Closed Cases	Open Cases
Totals	38	32	6

AVA Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
Abandoned Vehicle	39	33	6
Totals	39	33	6

Commercial Center Clean Up Updates:

Smart & Final	Compliance
Plaza del Sol	Compliance
Auto Zone	Compliance
Walmart	Compliance
Family Dollar	On-going
Verde Valle Plaza	Compliance
El Valle Auto	On-going
AM/PM	On-going
Food 4 Less	On-going
KFC	On-going
Family Furniture	On-going
Victory Liquor/Dollar Tree	Compliance
CVS Pharmacy	On-going
Center for Employment Training	Compliance
Valley Market	On-going
Formerly "Fresh n Easy"	Compliance
Plaza de Oro	On-going
Silvia Chapa Shopping Center	On-going
Carl's Jr	Compliance
La Mango	On-going

Graffiti Abatement Summary Report

July 1, 2024 to September 30, 2024

Paint Gallons Used	56
Paint Gallons Purchased	31
Graffiti Cover ups	138
Pressure washing Sq. Ft.	400
Mural Sealant	0



Park Ranger Summary Report July 1, 2024 to September 30, 2024

	Unsheltered Contacts:	Park Vandalism:	Street Sweeper cites:	Park League Issues:
July	158	2	933	2
Aug	59	0	809	0
Sept	209	1	393	2



Riverside County Animal Control:

No report.



QUARTERLY REPORT

Economic Development
Jul – Sep 2024

Item 7.



Quarterly Report

As of September 2024

Business Licensee Report

Revenue Account	Description of Revenue	2025 Total Budget	1Q 2025 Revenue	Last Quarter Totals	Year-to-date 2025 Revenues	(Over)/Under Budget
101-11-110-10-315-000	Annual Registration Tax	\$ 30,000.00	\$ 1,960.00	\$ 18,380.00	\$ 1,960.00	\$ 28,040.00
101-11-110-10-316-000	Business Licensee Fee	700,000.00	20,072.54	648,921.34	\$ 20,072.54	679,927.46
101-11-110-10-319-000	Penalties Revenue	10,000.00	-	373,045.23	\$ -	10,000.00
101-11-110-10-322-000	Transient Occupancy Tax	1,150,000.00	255,109.55	439,994.99	\$ 255,109.55	894,890.45
101-11-110-10-325-000	SB-1186- State Tax	4,000.00	448.00	3,712.00	\$ 448.00	3,552.00
240-12-110-40-342-000	Uniform Fire Code Fee	40,000.00	2,794.00	30,726.00	\$ 2,794.00	37,206.00
	Total Budget	\$ 1,934,000.00	\$ 280,384.09	\$ 1,514,779.56	\$ 280,384.09	\$ 1,653,615.91



Number of Short Term Vacation Rental Permits Issued (Jul-Sep): 5



Number of Business Licenses Issued (Jul-Sep): 60



New Businesses (As of January 2024): 212

Home Enhancement Program



HOUSING Item 7.



HOUSING

Item 7.

Housing Prices in Coachella, CA

How much do homes in Coachella, CA cost?


Median Sold Price (i)

\$445,000
\$280/sqft

Difference Since August 2023
+\$17,500 (+4.1%) ↑

Based on all homes sold in the last 12 months.

Key Takeaway



Homes in Coachella have **sold for 4.1% more** than they did a year ago.

Summary: The median home sold price in Coachella was \$445,000 in August 2024, up 4.1% from last year, and the median price per square foot was \$280.

Median Sold Price By Bedroom Count (i)

# BEDROOMS	AUG 2023	AUG 2024	CHANGE
1 Bedroom	-	\$300K	N/A
<u>2 Bedrooms</u>	\$312K	\$335K	+7.4% ↑
<u>3 Bedrooms</u>	\$377.5K	\$407K	+7.8% ↑
<u>4 Bedrooms</u>	\$462.5K	\$485K	+4.9% ↑
<u>5+ Bedrooms</u>	\$540K	\$524.6K	-2.8% ↓

Housing Supply in Coachella, CA

How many homes are available in Coachella, CA?

HOUSING

Item 7.

Number of Homes For Sale

JUL 2024

44

AUG 2024

39

CHANGE

-11.4% ↓

Summary: The Coachella real estate market had 39 homes for sale in August 2024, a 11.4% decrease compared to July 2024.

Homes For Sale By Bedroom Count

# BEDROOMS	JUL 2024	AUG 2024	CHANGE
1 Bedroom	5	4	-20.0% ↓
2 Bedrooms	1	0	-100.0% ↓
3 Bedrooms	14	13	-7.1% ↓
4 Bedrooms	15	12	-20.0% ↓
5+ Bedrooms	9	10	+11.1% ↑

Summary: The Coachella housing inventory by bedroom type for August 2024 compared to the previous month: The inventory of 1 bedroom homes decreased by 20%, 2 bedroom homes decreased by 100%, 3 bedroom homes decreased by 7.1%, 4 bedroom homes decreased by 20%, and 5+ bedroom homes increased by 11.1%.

Number of Homes Sold

JUL 2024

11

AUG 2024

6

CHANGE

-45.5% ↓

Number of Homes Sold

JUL 2024

11

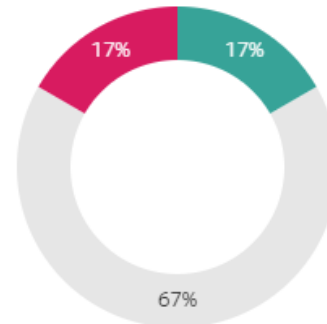
AUG 2024

6

CHANGE

-45.5% ↓

Asking Price vs. Sold Price



- 1 Home Was Sold Under Asking
- 4 Homes Were Sold At Asking
- 1 Home Was Sold Over Asking

Key Takeaway



If you're buying a home in Coachella, expect to pay close to the asking price. **66.7% of homes here sold near the asking price** last month.

Summary: A total of 6 homes were sold or pending in Coachella in August 2024, down by 45.5% month-over-month. Of the 6 sold homes, 1 was sold under asking, 67% were sold at asking, and 17% were sold over asking.



CASH ASSISTANCE

Item 7.

Funding to Date

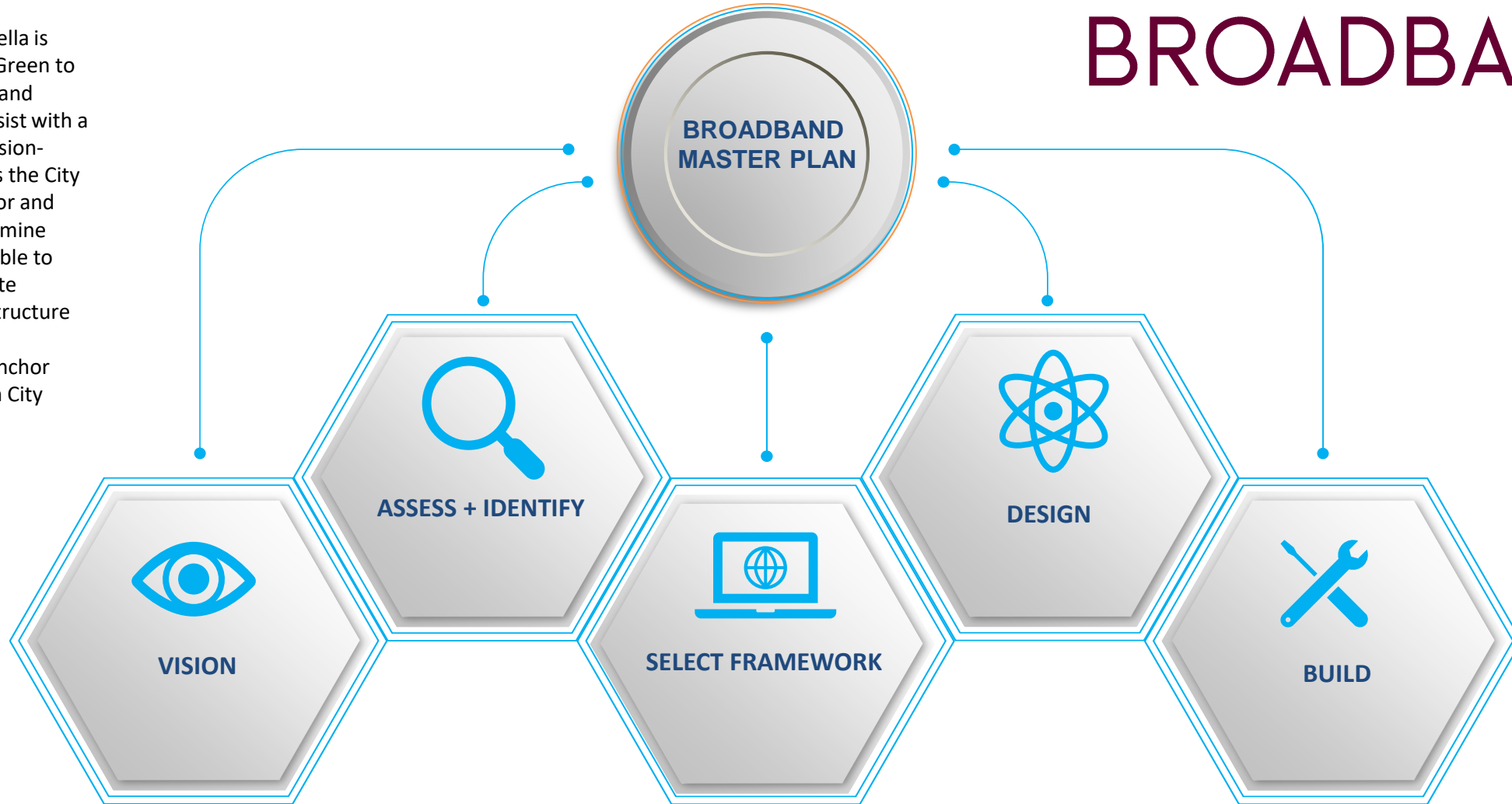
Geographic Distribution	Applications Received	Applications Approved	Households Currently Enrolled	Cash Committed	Cash Distributed
City of Coachella	391	140	140	\$58,400	\$949,600

Demographics of Enrolled Families (based on head of household):

Race/Ethnicity			
Latinx	73%	Prefer not to answer	9%
White	16%	Unknown	2%
Age			
Children (under 18)	0%	Adult (25-64)	92.3%
Young Adult (18-24)	6.3%	Senior (65+)	1.4%

BROADBAND

The City of Coachella is working with HR Green to develop a Broadband Master Plan to assist with a planning and decision-making process as the City of Coachella Mayor and City Council determine whether it is feasible to deploy and operate broadband infrastructure for the residents, businesses, and anchor institutions within City limits.



The information obtained from the master plan report will be used to assist in the planning and evaluation of feasibility for implementation of a network that seeks to lower broadband costs and increase network value for all stakeholders in Coachella. Additionally, the report will be designed to assist City leaders in understanding the operational implications, important risk factors, and a realistic cost framework for developing and operating City owned fiber optic infrastructure. The primary strategic priorities identified by City leaders for this analysis include lowering costs, improving network speed and reliability, increasing competition, foster economic development, and fixing the coverage gaps that exist in the City. City leaders also have an interest in the potential for this infrastructure to support emerging smart city applications.

FACADE IMPROVEMENT PROGRAM

Item 7.

The Façade Improvement Program received four proposals for on-call design services for the program. This item will be taken to the City Council for approval.





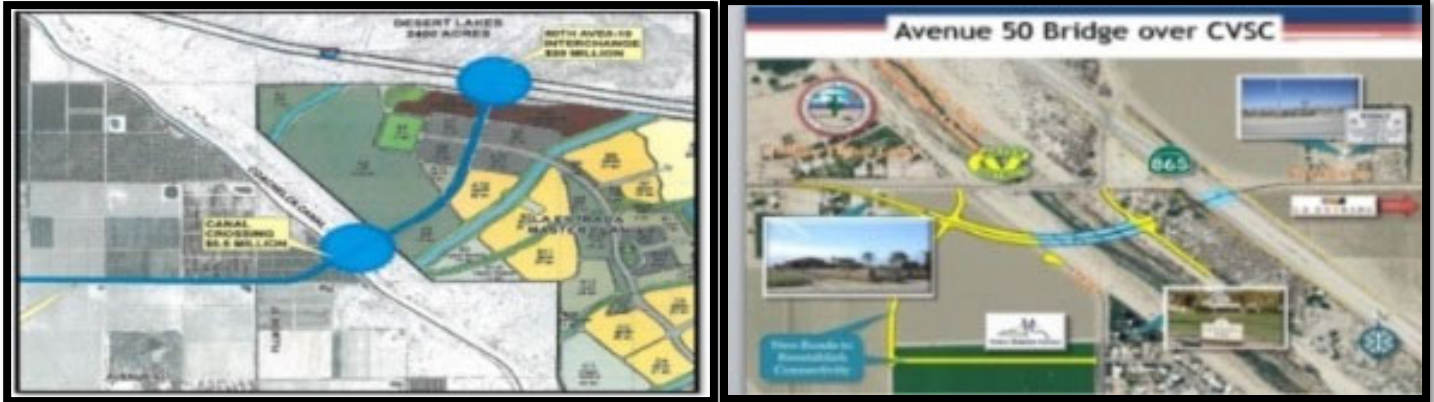
ENGINEERING:

Capital Improvement Projects

July 2024-September 2024

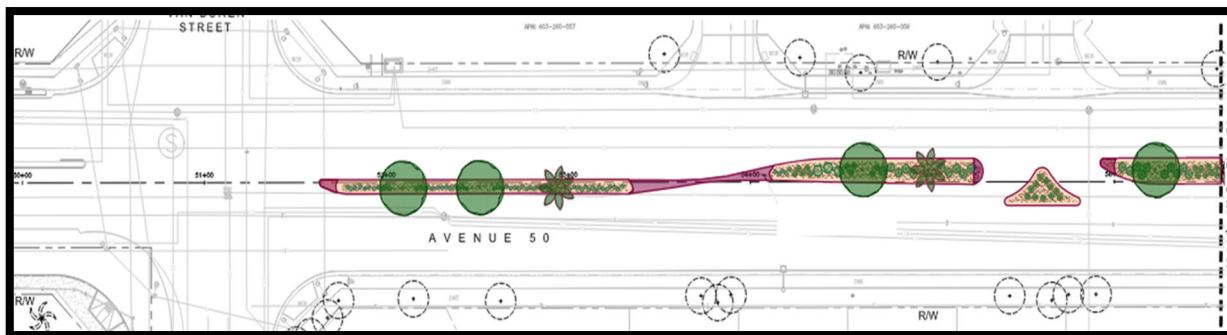
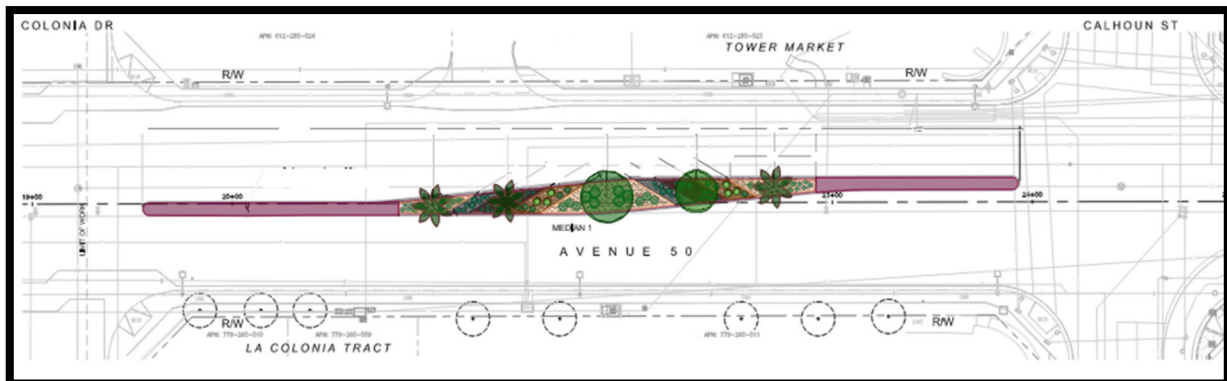
ST-69 Ave 50 Bridge over Whitewater Channel / ST-81 New Interchange @ Avenue 50 and 86 South Expressway

Environmental document was approved and finalized in February 2019. Project meeting with Caltrans to review technical studies on the project continues. 95% plans and estimates have been submitted and are currently under review. Right-of-way acquisition is currently in progress.



ST-93 Avenue 50 Widening Project (Calhoun to Harrison)

Professional agreement with KOA Corporation has been approved by City Council on 10/9/2019 for Final Construction PS&E. City Staff coordinating with KOA to complete design PS&E. KOA has submitted 90% design PS&E for review. Right of way acquisition phase is currently in progress.



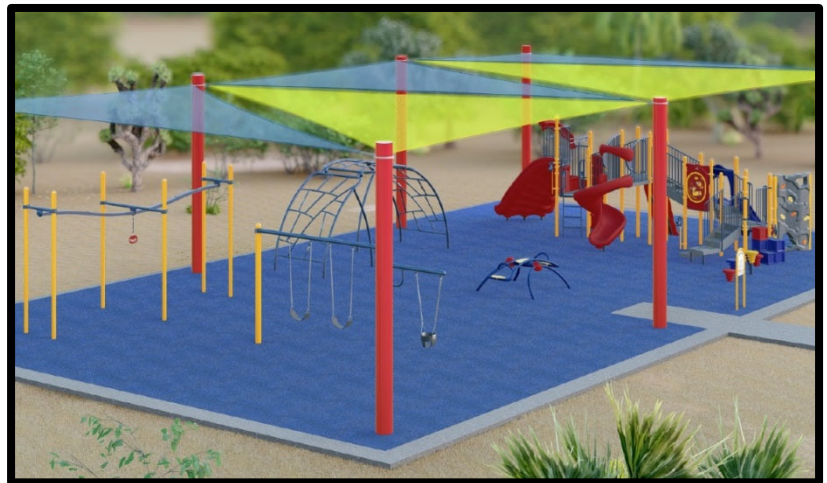
ST-131 Avenue 48 Widening from Van Buren to Dillon Road

Environmental documents have been completed and final design for Plans, Specifications and Engineer’s Estimates are being made. Right of way acquisition phase is in progress. The project will add two lanes east bound and one lane west bound with bicycle and pedestrian facilities as well. Riverside County is lead agency on this project. The Project is currently under construction.



P-29 Avenue 53 Tot Lot

Project will add a safety fence around park perimeter, new playground equipment, updated landscaping and ADA upgrades. Plans are complete and currently under review. The Project is scheduled to go out to Bid in October 2024.



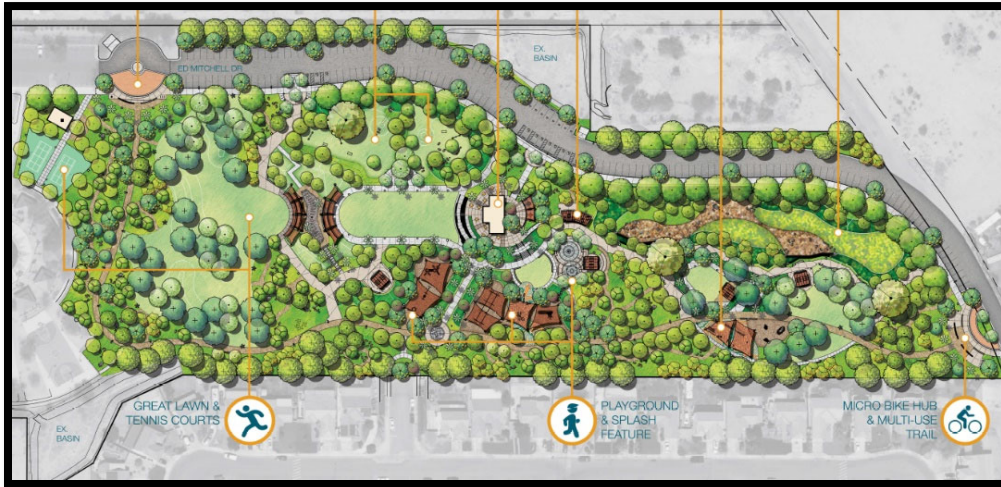
P-30 & 32 Bagdouma Park Restroom Upgrades:

The project will install a new restroom and concession stand and demo and install a restroom at Bagdouma Park. A design contract was awarded to Heptagon Seven on June 28, 2023 to provide plans, specifications and engineer’s estimates. A construction contract was awarded to Three Peaks Corporation and construction is scheduled to begin on September 23, 2024. Construction will take approximately 3 months.



P-31 Rancho Las Flores Expansion

Design is currently underway. Survey has been done and conceptual plans have been presented. Project will complete Rancho Las Flores Park and include an amphitheater, splash pad, sports courts, dog park and flexible open space for fields, walking, exercising and gatherings. Expansion will also include complete landscaping and lighting. Design is currently 60% complete.



F-33 Library Annex:

The project will renovate and upgrade the existing 7,700 SF Coachella Library Annex. A design contract was awarded to IDS Group on May 24, 2023 to provide plans, specifications and engineer's estimates. The project is currently in design. The project will include seismic retrofit, upgraded HVAC and electrical systems, and a restructured layout to provide better services to the public.



Private Development Projects

Bellissima Pulte Homes:

Final phase is currently under construction. On-site curb and gutter and street base improvements have been completed. Off-site street improvements on Frederick, Avenue 53 and Calle Empalme continue to be constructed. City Staff continues to inspect.



Covalda Apartments:

Covalda apartments will build 108 affordable housing units in Pueblo Viejo and will include commercial units as well. Construction has started and will take approximately 18 months. Contractor has started grading and compacting area. Contractor has installed underground storm water chambers. Contractor continues to work on water mainline upgrades. City Staff continues to inspect.



Pyramid Ranch:

The Pyramid Ranch housing development will build 192 houses on Van Buren Street between Avenue 50 and Avenue 51. The model homes and phase 1 are currently under construction. City Staff continues to inspect.



Public Works Department 2024 Third Quarter Report



TO: Honorable Mayor and Council

FROM: Maritza Martinez, Public Works Director

DATE: September 19, 2024

SUBJECT: Quarterly Report

Departmental Mission:

In a balanced effort to maintain cost effective operations and provide maintenance and emergency response services in a reasonable and efficient manner, it is the mission of the Public Works Department to provide quality maintenance and repair of facilities and infrastructure for the City of Coachella community and its city departments.

Executive Summary:

The Public Works Department is responsible for the operations of our: facilities, fleet, landscape, lighting and maintenance districts, parks, and streets. The Department is also the home to our Emergency Services Division and Recreation Division. As reflected below the Public Works Department staff responded to a myriad of requests as reflected below between June – September 2024.

Quantity	
<u>Streets Division</u>	
Illegal Dumping	32
Homeless Camps	10
Training	2
Other Dept. Assists	8
Potholes	751
Patch service cuts	12
Sidewalk Repair	5 locations
Street Sign Main.	54 repairs
Street Light/New install Repair/Electrical wire installation	57 Repairs
Street Striping legends, stops/stop bars & bumps	207

Traffic Control	8 jobs
Call outs	10
Weed Abatement	4 Weed Abatement 7 Grading Jobs Weed Control Spraying Program - Round-up 120 gallons
Special events	5
Streetlight Decor	N/A
<u>Parks/ LLMD / Building Main.</u>	
Facility Use Permits	81 permits (Library, Community Center & Upstairs Conference room) 65 permits (park shade structures) 38 permits (field rentals)
Overseeding/ Fertilization / New Sod	Applied 200 (50lbs) bags of Ever Green Applied 9 (50lbs) bag of Bermuda Seed at Vista Escondida and Bagdouma Installed 15,000 square feet of sod for Bagdouma Fields 3 & 4 rehab.
Park / LLMD Lighting	36 Fixture Repairs & Relamping
Sprinkler/Irrigation Repairs	140 Heads replaced due to leaking or broken. 375 adjustments to sprinkler heads 48 Valves 7 Main Lines 3,750 drip heads replaced
Tree/Plant Replacement	Tree Trimming = 1,560 Tree Removals = 20 Plant/Tree Installs = 674
HVAC Systems Serviced / Repaired	35
Building Repairs	13
Fire Extinguisher Services	15,000 sq feet flooring deep cleaning
Floor Maintenance	Deep cleaning 15,000 square feet
Furniture Installs/ Assembly	11
<u>Emergency Manag.</u>	
Reim Hurricane Hilary Recovery (ongoing)	16 Projects Submitted to FEMA Grants Portal 2 Projects Submitted to Caltrans

2024 FOURTH OF JULY





2024 EL GRITO / FIESTAS PATRIAS



City of Coachella Building Activity Report
JULY 2024

Item 7.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	30	17	7	77	191
Misc. Building Permits	33	46	33	219	312
Residential Additions/Ga	12	9	5	32	93
Single Family Dwellings	0	0	14	4	95
Commercial Bldgs.	0	0	0	0	2
Commercial Ten. Improv	1	1	0	5	4
Multi- Family Units	0	0	0	0	108
Plan Check	0	0	0	0	0
TOTALS	76	73	59	337	772

Revenue Fees

Building Fees	\$20,278.50	\$21,490.50	\$45,945.50	\$148,441.15	\$388,616.57
Dev. Impact Fees	\$0.00	\$0.00	\$225,158.61	\$65,823.74	\$2,387,611.92
Sewer & Water Fees	\$0.00	\$6,505.12	\$121,410.52	\$41,193.84	\$1,412,797.93
Misc. (TUMF, MSF, FIRE)	\$0.00	\$0.00	\$35,700.00	\$10,960.00	\$288,543.92
Plan Check	\$14,692.00	\$12,570.00	\$9,973.50	\$80,993.50	\$125,847.30
Cert of Occupancy	\$0.00	\$0.00	\$3,584.00	\$1,024.00	\$52,736.00
SB1473	\$111.00	\$132.00	\$181.90	\$832.80	\$2,341.10
TOTALS	\$35,081.50	\$40,697.62	\$441,954.03	\$349,269.03	\$4,658,494.74

1% Construction Tax	\$0.00	\$0.00	\$30,653.76	\$14,729.00	\$399,432.51
Strong Motion Instr.	\$233.72	\$373.21	\$469.88	\$2,135.72	\$8,649.04
TOTALS	\$233.72	\$373.21	\$31,123.64	\$16,864.72	\$408,081.55

Valuations	\$2,981,395.00	\$2,265,618.00	\$5,848,367.00	\$15,636,564.00	\$69,825,465.95
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Inspections

General	286	249	NO INFO	2128	3488
Final Single Family	0	11	NO INFO	74	77
Final Multi Family	0	0	NO INFO	1	0
Final Commercial	2	1	NO INFO	14	4
Final Miscellaneous	40	31	NO INFO	271	287
Final Solar	6	1	NO INFO	84	213
Code Enforcement Insp.	2	15	NO INFO	71	100
TOTALS	336	308		2643	4169

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

9545

Submitted by:

Rosa Vasquez
Development Services Technician

City of Coachella Building Activity Report
AUGUST 2024

Item 7.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	66	30	13	143	204
Misc. Building Permits	32	33	49	251	361
Residential Additions/Ga	14	12	6	46	99
Single Family Dwellings	25	0	8	29	103
Commercial Bldgs.	2	0	0	2	2
Commercial Ten. Improv	0	1	3	5	7
Multi- Family Units	0	0	0	0	108
Plan Check	0	0	0	0	0
TOTALS	139	76	79	476	851

Revenue Fees					
Building Fees	\$96,491.85	\$20,278.50	\$45,486.45	\$244,933.00	\$434,103.02
Dev. Impact Fees	\$358,555.96	\$0.00	\$128,709.80	\$424,379.70	\$2,516,321.72
Sewer & Water Fees	\$255,945.67	\$0.00	\$82,190.56	\$297,139.51	\$1,494,988.49
Misc. (TUMF, MSF, FIRE)	\$225,620.68	\$0.00	\$20,400.00	\$236,580.68	\$308,943.92
Plan Check	\$33,995.00	\$14,692.00	\$18,152.78	\$114,988.50	\$144,000.08
Cert of Occupancy	\$6,656.00	\$0.00	\$2,048.00	\$7,680.00	\$54,784.00
SB1473	\$620.80	\$111.00	\$316.00	\$1,453.60	\$2,657.10
TOTALS	\$977,885.96	\$35,081.50	\$297,303.59	\$1,327,154.99	\$4,955,798.33

1% Construction Tax	\$89,916.00	\$0.00	\$17,707.37	\$104,645.00	\$417,139.88
Strong Motion Instr.	\$2,330.47	\$233.72	\$1,460.48	\$4,466.19	\$10,109.52
TOTALS	\$92,246.47	\$233.72	\$19,167.85	\$109,111.19	\$427,249.40

Valuations	\$14,864,716.71	\$2,981,395.00	\$6,800,683.00	\$30,501,280.71	\$76,626,148.95
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Inspections					
General	358	NO INFO	NO INFO	2486	3488
Final Single Family	0	NO INFO	NO INFO	74	77
Final Multi Family	0	NO INFO	NO INFO	1	0
Final Commercial	1	NO INFO	NO INFO	15	4
Final Miscellaneous	37	NO INFO	NO INFO	308	287
Final Solar	13	NO INFO	NO INFO	97	213
Code Enforcement Insp.	1	NO INFO	NO INFO	72	100
TOTALS	410			3053	4169

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9570

Submitted by: _____
Rosa Vasquez
Development Services Technician

City of Coachella Building Activity Report
SEPTEMBER 2024

Item 7.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	27	66	13	170	204
Misc. Building Permits	25	32	49	276	361
Residential Additions/Ga	10	14	6	56	99
Single Family Dwellings	29	25	8	58	103
Commercial Bldgs.	0	2	0	2	2
Commercial Ten. Improv	0	0	3	0	7
Multi- Family Units	0	0	0	0	108
Plan Check	0	0	0	0	0
TOTALS	91	139	79	567	851

Revenue Fees

Building Fees	\$86,287.50	\$96,491.85	\$45,486.45	\$331,220.50	\$434,103.02
Dev. Impact Fees	\$412,242.06	\$358,555.96	\$128,709.80	\$836,621.76	\$2,516,321.72
Sewer & Water Fees	\$251,493.22	\$255,945.67	\$82,190.56	\$548,632.73	\$1,494,988.49
Misc. (TUMF, MSF, FIRE)	\$79,460.00	\$225,620.68	\$20,400.00	\$316,040.68	\$308,943.92
Plan Check	\$19,098.25	\$33,995.00	\$18,152.78	\$134,086.75	\$144,000.08
Cert of Occupancy	\$7,424.00	\$6,656.00	\$2,048.00	\$15,104.00	\$54,784.00
SB1473	\$390.00	\$620.80	\$316.00	\$1,843.60	\$2,657.10
TOTALS	\$856,395.03	\$977,885.96	\$297,303.59	\$2,183,550.02	\$4,955,798.33

1% Construction Tax	\$74,594.10	\$89,916.00	\$17,707.37	\$179,239.10	\$417,139.88
Strong Motion Instr.	\$1,125.35	\$2,330.47	\$1,460.48	\$5,591.54	\$10,109.52
TOTALS	\$75,719.45	\$92,246.47	\$19,167.85	\$184,830.64	\$427,249.40

Valuations	\$8,980,012.00	\$14,864,716.71	\$6,800,683.00	\$39,481,292.71	\$76,626,148.95
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Inspections

General	264	358	NO INFO	2750	3488
Final Single Family	0	0	NO INFO	74	77
Final Multi Family	0	0	NO INFO	1	0
Final Commercial	1	1	NO INFO	16	4
Final Miscellaneous	24	37	NO INFO	332	287
Final Solar	12	13	NO INFO	109	213
Code Enforcement Insp.	1	1	NO INFO	73	100
TOTALS	302	410		3355	4169

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

9599

Submitted by:

Rosa Vasquez
Development Services Technician



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorization to file a Notice of Completion for City Project No. ST-118, Buena Vista and Pueblos at Avaral & Navarra Neighborhood Pavement Rehabilitation

STAFF RECOMMENDATION:

Accept the City Project No. ST-118, Buena Vista and Pueblos at Avaral & Navarra Neighborhood Pavement Rehabilitation as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On May 8, 2024, the City of Coachella acted to authorize a construction contract with ATP General Engineering Contractors in the amount \$1,816,225.00 plus 10% contingency; and authorize appropriation of \$1,231,705.50 from Fund 101 (General Fund) for the Construction of Buena Vista and Pueblos at Avaral & Navarra Pavement Rehabilitation Project, a portion of City Project No. ST-118.

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On April 5, 2024, the City issued the Notice Inviting Bids with a non-mandatory job walk held on April 9, 2024. The project bid opening was held on April 25, 2024 at 10:00 a.m., with five companies submitting a bid for this project, with ATP General Engineering Contractors being deemed the lowest responsible bidder.

DISCUSSION/ANALYSIS:

City Staff has inspected the Project and found the improvements to be in accordance with the plans, specifications, and applicable standards. Staff recommends the acceptance of this project and that the City Council authorizes the filing of a Notice of Completion. Upon acceptance by City Council, the Project will enter a one-year warranty period as prescribed by the project contract agreement.

FISCAL IMPACT:

No Fiscal Impact to General Fund. Construction was executed using Measure A Fund in the amount of \$766,142 (Fund 117) and General Fund in the amount of \$1,109,283 (Fund 101) with an original contract amount \$ 1,816,225.00 plus 10% for contingencies. The project costs included the original contract in the amount of \$1,816,225, Contract Change Order #1 in the amount of \$3,900.00 and survey monument rehabilitation in the amount of \$55,300. The project was constructed within budget including all quantities totaling \$ 1,875,425.00.

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 Buena Vista and Pueblos at Avaral & Navarra Neighborhood Pavement Rehabilitation Project, City Project No. St-118 has been completed and was accepted by the undersigned awarding authority on the date hereof. The Pavement Rehabilitation Improvements are located within City right-of-way on various areas located within the City of Coachella.

The contractor on such work was ATP General Engineering Contractors and the surety on his bond is Surety Arch Insurance Company located at 3 Parkway, Suite 1500 Philadelphia, PA 19102.

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: October 9, 2024
 (Date of Acceptance)

City of Coachella
 (Name of Political Subdivision)

Owner Address:
 53990 Enterprise Way
 Coachella, CA 92236

By: _____
 Steven A. Hernandez

Title: Mayor
 City of Coachella

State of California)
) ss

County of Riverside)

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 _____ (Date)
 (City Where Signed)

 Delia Granados, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Sponsorship of Raices Cultura for 2024 Dia de los Muertos Celebration in the Amount of \$20,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approving a sponsorship request for Raices Cultura in the amount of \$20,000 to be the Presenting Sponsor of their Dia de los Muertos celebration on November 2, 2024.

BACKGROUND:

Since 2004, the Dia de los Muertos celebration event by Raices Cultura has grown year after year, bringing in more than 4,000 attendees together to celebrate art, culture, and community health with the main event being the Run with Los Muertos 5k Race. Funding for Raices Cultura sponsors unique art displays from large-scale Calaveras painted by local artists, to the traditional ‘ofrendas’ built by intergenerational family members, artists, and community organizations; the community art gallery features over a dozen visual artists, a special commission of two over-sized ‘titeres’ - La Catrina y El Viejito - by expert puppet-makers for the procession, the doubling of its thematic community-based art workshops, an interactive art installation photo op area, and a curated Mercadito de Arte vendor area.

DISCUSSION/ANALYSIS:

Presenting Sponsor Benefits: Chicomecoatl (Nourishment) - \$20,000 (1 available)

- Presenting Sponsor at 2024 Dia de Los Muertos Community Celebration on November 2
- Sponsor of Special Project Art Installation for event with a Presenting Sponsor placard
- Sponsor of Art Activity Zone at the event with sponsor logo signage
- Custom floor graphics with Sponsor logo in thematic design at the event
- Tour of local museum for 4 with Raices Cultura’s Executive Director + lunch in Palm Springs (TBD)
- Invitation for 8 to private Artist Dinner (TBD)
- Logo displayed as 2024 Presenting Sponsor on all printed material and on website in

- perpetuity
- Formal acknowledgement by Master of Ceremonies during opening remarks

FISCAL IMPACT:

Should the City Council approve the request as submitted, an appropriation of \$20,000 from Undesignated General Fund Reserves will be required to allow for sponsorship award in the requested amount of \$20,000. If approved the appropriation will be made to the event from the General Fund.

ATTACHMENT:

1. Sponsorship Request



Dear Dr. Gabriel Martin, City Manager, City of Coachella:

Raices Cultura would like to request your consideration to be the Presenting Sponsor for our Dia de Los Muertos Celebration in Coachella on November 2, 2024. Your continued support will sustain this long-standing tradition and demonstrate to the public that the City of Coachella values the power of art & culture to transform and uplift communities.

Who We Are: Raices Cultura is committed to the empowerment of youth and adult residents through artistic self-expression and cultural inclusivity. We promote the preservation of cultural traditions and the development of personal voice, creativity, and civic engagement through the arts - all in service of transformative justice.

Event Sponsorship: This event attracts a diverse audience from the Coachella Valley and beyond where all are welcome. Raices Cultura's efforts highlight the heritage and arts & culture practices which honor the ancient indigenous traditions of Mesoamerican peoples, combined with Mexican and Spanish cultural influences, that celebrate the lives of loved ones who are no longer with us.

Since 2005, we have proudly staged our event in the City of Coachella and it has grown year after year with thousands of attendees gathering together to celebrate art, culture, & community. Sponsorships for this event support everything from unique art displays such as our oversized calaveras painted by local artists, to the traditional ofrendas built by intergenerational family members, artists, and community organizations, as well as interactive art installations and special projects that feature visual artists, numerous thematic workshops that educate attendees about cultural art, an activity zone, a curated Mercadito de Arte vendor area, and more!

We respectfully request your support for our annual Dia de Los Muertos celebration. Your sponsorship will not only foster sustainability for our organization & the important work we do, it also provides greater support for artists and expands the creative offerings at this annual event. It is a wonderful opportunity to proudly display your commitment to strengthening community and increasing access to art & culture in the Coachella Valley.

In Community,

A handwritten signature in black ink, appearing to read "Marnie L. Navarro".

Marnie L. Navarro
Executive Director
Raices Cultura



2024 Sponsorship Levels

Presenting Sponsor: Chicomecoatl (Nourishment) - \$20,000 (1 available)

- Presenting Sponsor of Raices Cultura's 2024 Dia de Los Muertos Community Celebration on November 2
- Sponsor of Special Project Art Installation for event with a Presenting Sponsor placard
- Sponsor of Art Activity Zone at the event with sponsor logo signage
- Custom floor graphics with Sponsor logo in thematic design at the event
- Tour of local museum for 4 with Raices Cultura's Executive Director and lunch in Palm Springs (TBD)
- Invitation for 8 to private Artist Dinner (TBD)
- Logo displayed as 2024 Presenting Sponsor on all printed material and on website in perpetuity**
- Formal acknowledgement by Master of Ceremonies during opening remarks

Visionary Sponsor: Coatlicue (Supreme Goddess) - \$15,000 (1 available)

- Partner Sponsor of Raices Cultura's 2024 Dia de Los Muertos Community Celebration on November 2
- Sponsor of Mercadito de Arte at the event with Partner Sponsor signage
- (1) Special art project by Raices Cultura for a future private or community event of sponsor's choice***
- Tour of local museum for 4 with Raices Cultura's Executive Director and lunch in Palm Springs (TBD)
- Invitation for 4 to private Artist Dinner (TBD)
- Logo or Name as 2024 Partner Sponsor on printed event materials and on website in perpetuity**
- Large logo on signage displayed at event in prominent location as Partner Sponsor**

Program Sponsor: Quetzalcoatl (Creator of Earth) - \$10,000 (2 available)

- (1) 4'x4' *Calavera Gigante* painted by a local artist unveiled at Nov. 2 event with sponsor name placard*
- Sponsor (1) of the following programs for a year: Nepantleras Women's Group, Media Production, or Open Mic
- Invitation for 2 to private Artist Dinner (TBD)
- Logo or Name as Gold Sponsor on printed event materials and on organization website in perpetuity**
- Medium logo on signage displayed at event in prominent location**

Collaborator Sponsor: Tezcatlipoca (Earth Co-Creator) - \$5,000 (4 available)

- Swag bag incl. (1) limited edition artwork, (2) 2024 Raices Cultura DDLM t-shirts, and personalized note****
- Team-Building or Staff Development art workshop event for up to 20 participants***
- Invitation for 2 to private Artist Dinner (TBD)
- Logo or Name as Silver Sponsor on printed event materials and on organization website in perpetuity**
- Small logo on signage displayed at event in prominent location**

Ally Sponsor: Tlaloc (Rain & Water)- \$1000 (19 available)

- Swag bag incl. (1) 2024 Raices Cultura DDLM t-shirt and personalized note****
- Logo or Name as 2024 Bronze Sponsor on organization website in perpetuity**

*Option to keep the calavera or donate it back to Raices Cultura for auction or reuse.

**Sponsorships must be confirmed by October 20, 2024 to be included in promotional materials.

***Special project not to exceed \$2000.00 budget / Must be scheduled a minimum of 90 days in advance

****Indicate mailing address and size for t-shirt (S, M, L, XL, XXL, XXXL)

Please contact a representative of Raices Cultura at (760) 861-3188 if interested in a sponsorship. Make checks payable to *Raices Cultura* and mail to P.O. Box 714, Coachella, CA 92236. Sponsorships must be confirmed by October 20, 2024 to be included in promotional materials. Raices Cultura is a tax-exempt organization exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code EIN# 26-4790803.



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Rene Rosales, Code Compliance Manager

SUBJECT: Award of Contract to Demo Unlimited, Inc., for \$40,389.82, to Complete Asbestos Abatement and Demolition of the Property at 52-156 Tripoli Way

STAFF RECOMMENDATION:

Staff recommends awarding the contract to Demo Unlimited, Inc., for \$40,389.82, to complete asbestos abatement and demolition of the property at 52-156 Tripoli Way.

BACKGROUND:

The structure at 52-156 Tripoli has been the subject of Code Enforcement efforts since 2017. The structure is severely substandard and is an attractive nuisance. The property has been routinely boarded up and has repeatedly been broken into and used by transients. The structure is in a state of complete disrepair. In an effort to finally abate the nuisance conditions on the property, the City made the decision to purchase this property via tax sale on April 25, 2024, with the intention to demolish the property.

In a hazardous materials test, asbestos was detected. The proposed contract would demolish the building and also include asbestos abatement.

DISCUSSION/ANALYSIS:

The contract will pay Demo Unlimited Inc., \$29,437.60 for the demolition of the building and \$10,952.22, for asbestos abatement, for a total amount of \$40,389.82.

The contract went through an informal bidding process pursuant to Coachella Municipal Code (“CMC”) section 4.08.120(C). There is not a competitive market in Coachella for the demolition of buildings and the abatement of asbestos. Of the three quotes solicited from companies, only one company provided a quote that included the cost of asbestos abatement. Young’s Land Clearing and Eagle Eye Demolition provided bids for the demolition of the building only (\$21,787.50 and \$29,437.60 respectively). They were unable to provide a bid for the asbestos abatement.

Furthermore, pursuant to CMC section 4.08.120(G), approval of the contract is in the best interest of the City. This property has an extensive code enforcement history, and its substandard state makes it an attractive nuisance, and creates a threat to the public health, safety, and welfare of the City. It is thus in the best interest of the City to move forward in the demolition of this property.

Company Name:	Demo Bid	Asbestos Abatement	Total Amount:
Demo Unlimited, Inc.	\$29,437.60	10,952.22	\$40,389.82
Young's land Clearing	\$21,787.50	Not Available	\$21,787.50
Eagle Eye Demolition Inc.	\$29,500.00	Not Available	\$29,500.00

Staff has reviewed the bid and has determined that Demo Unlimited, Inc. is the best-qualified, responsive and responsible bidder. Staff recommends awarding the contract to Demo Unlimited, Inc.

FISCAL IMPACT:

The project was not a budgeted item in the FY 24/25 budget. The contract amount of \$40,389.82 will be funded by the general fund.

ATTACHMENTS:

1. Construction agreement
2. Project proposals
3. Tax Deed of Tax-Defaulted Property

LETTER AGREEMENT BETWEEN DEMO UNLIMITED AND CITY OF COACHELLA

October 03, 2024

Attn: Chris Bloch
Demo Unlimited Inc.
51-350 Desert Club Drive Suite #3
La Quinta CA 92253

Re: Letter of Agreement for 52-156 Tripoli Way Demolition Project

Dear Mr. Chris Bloch:

This letter shall be our Agreement regarding the Demolition project of a single family dwelling described below (“Services”) to be provided by Demo Unlimited Inc., a partnership, (“Contractor”) as an independent contractor to the City of Coachella for the demolition of 52156 Tripoli Way project. (“Project”).

The Services to be provided include the removal of Asbestos abatement, structure, foundation, driveway, vegetation and all trash from site. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the bid not to exceed amount of forty thousand three hundred eighty nine dollars and eighty two cents. (**\$40,389.82**).

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin upon approval from city staff and be completed by October 31, 2024, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

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

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

CITY OF COACHELLA

Demo Unlimited Inc.

Approved by:

Reviewed and Accepted by Contractor:

Dr. Gabriel Martin
City Manager

Chris Bloch
Demo Unlimited Rep.

Date:

Date:

Approved as to Form:

Carlos Campos
City Attorney



Demo Unlimited, Inc.
 51350 Desert Club Drive,
 Suite 3
 La Quinta, CA 92253

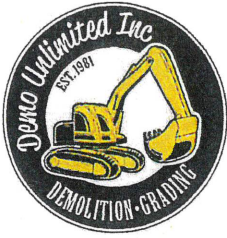
Proposal

Date	Estimate #
8/15/2024	10745

Bill To:
CITY OF COACHELLA PEDRO HERNANDEZ (760) 398-4978 EXT 121 53990 ENTERPRISE WAY COACHELLA, CA 92236

Description	Total
RE: BURNED STRUCTURE DEMO LOCATION: 52156 TRIPOLI WAY SCOPE OF WORK: PRICE INCLUDES MOBILIZATION, EQUIPMENT, LABOR, HAULING AND DUMP FEE'S ASSOCIATED WITH THE DEMO OF BURNED STRUCTURE. HOUSE, SLAB, FOOTINGS AND TREE'S TO BE REMOVED. CAP SEWER 5' INSIDE PROPERTY. PRICE INCLUDES DEMO PERMIT AND AQMD NOTIFICATION. IF ASBESTOS IS FOUND A CHANGE ORDER REQUEST WILL BE SENT FOR THE EXTRA WORK. LOT TO BE LEFT CLEAN AND FREE FROM DEBRIS. FENCE TO REMAIN AROUND LOT. ALL UTILITIES TO BE TERMINATED PRIOR TO START OF DEMOLITION. DURATION OF DEMO TO BE 3-4 DAYS. PREVAILING WAGE RATES ARE INCLUDED IN THIS PRICE. LUMP SUM PRICE	29,437.60
PRICE FOR ASBESTOS ABATEMENT: CURRENT COUNTY OF RIVERSIDE PREVAILING WAGE RATES OF \$68.29 FOR ASBESTOS & LEAD ABATEMENT WORKER ARE INCLUDED. THE CITY WILL PROVIDE THE PROCEDURE 5 WORK PLAN. DEMO UNLIMITED WILL PERFORM THE DEMOLITION WORK WITH THE .25% PLASTER. THE DEBRIS SHALL BE KEPT WET DURING ALL WORK, A EXPOSURE ASSESSMENT WILL BE PERFORMED DURING THE INITIAL WORK TO ENSURE COMPLIANCE WITH CAL OSHA AND THE CONTRACTOR WILL SUBMIT A CAL OSHA ASBESTOS NOTIFICATION.	10,002.22
AIR TESTING	950.00
PLEASE SEE NEXT PAGE FOR TERMS AND SIGNATURES	

Please sign and return to authorize this work.




Demo Unlimited, Inc.
51350 Desert Club Drive,
Suite 3
La Quinta, CA 92253

Proposal

Date	Estimate #
8/15/2024	10745

Bill To:
CITY OF COACHELLA PEDRO HERNANDEZ (760) 398-4978 EXT 121 53990 ENTERPRISE WAY COACHELLA, CA 92236

Description	Total
<p>PREVAILING WAGE</p> <p>Exclusions, unless specified in scope of work: 1. Demo Unlimited Inc. is not responsible for the performance of any hazardous material testing or removal, including asbestos and lead. 2. Any items buried beneath the surface, such as footings, slabs, and septic tanks, will be removed and charged on a time and materials basis.</p> <p>This proposal can be withdrawn any time prior to acceptance by customer.</p> <p>PLEASE SEE NEXT PAGE FOR ADDITIONAL FEES AND SIGNATURES.</p> <p>Customer hereby accepts all terms and conditions specified herein. Any changes shall be executed only upon written change order signed by all parties. All invoices to be paid within 30 days of the date of the invoice. Customer agrees to pay a service charge of 1%-12% per month on all invoices which are past due. In addition, customer agrees to pay all costs and expenses for collection of any amounts due hereunder, including actual attorney's fees incurred. The signatory below warrants that he/she is authorized to sign on behalf of his/her respective entity and is authorized to bind said entity to the terms hereof.</p> <p>DEMO UNLIMITED INC.</p> <p>By: </p>	

Please sign and return to authorize this work.

Customer Signature _____

Total: \$40,389.82

YOUNG'S LAND CLEARING

79220 Port Royal Avenue
Bermuda Dunes, CA 92203
License #535317
Phone No. (760) 772-7171
Fax No. (760)772-1717

7-23-2024

To: The City of Coachella

This proposal is for the demolition work at 52156 Tripoli Way. The work consists of the removal of the structure, foundation, driveway. Vegetation and trash from the site. The City to have the asbestos removed by others prior to demolition. City to have utilities abandoned. No permanent dust control is included. The price includes labor, equipment, dump fees and demo permit.

Total Price:

\$21,787.50

Rocky Young



EAGLE EYE DEMOLITION, INC.

1070 Mildred St
La Verne, CA., 91750
909-767-8695
Contractor's license: 1094560—C-21

Date: 7/17/24

Bill To:
City of Coachella
Code Enforcement Department
C/O: Sr. Code Officer Pete Hernandez
53-990 Enterprise Way
Coachella, CA, 92236

PROJECT: **52156 Tripoli Way, Coachella CA 92236**

Price quote prepared- 7/17/2024

Quote #	Payment Terms	Due Date
Q2305	30 Days	

1	Eagle Eye Demolition, Inc agrees to provide all labor, tools and equipment required to demolish, haul away and dispose of fire damaged structure and related rubbish located at the subject property. Price includes removal and disposal of concrete pad and footings, trees and bushes, rough grade the lot, expose and cap sewer line, AQMD permit, Dig Alert notifications, city business license and city demolition permit.	\$29,500.00
	<p>NOTE: Quote does not include removal of hazardous materials that may be identified during the demolition project. Hazardous materials may include but are not limited to: Paints, solvents, fertilizers, pesticides, acids, fuels, petroleum-based products, tires, bio waste, electronics, radioactive and/or explosive materials.</p> <p>These items may be removed and disposed of at an additional cost after being identified and a written approval is granted by the responsible city representative.</p> <p>Asbestos and lead abatement estimate can be provided when a survey is performed and provided to Eagle Eye Demo by a qualified/ certified hygienist.</p>	
	Total Price	\$29,500.00

Thank you for your business!

REQUESTED BY AND MAIL TO:
MATTHEW JENNINGS
TREASURER – TAX COLLECTOR
4080 LEMON ST., 4th FL. MAIL STOP 1110
RIVERSIDE, CALIFORNIA 92501

CITY OF COACHELLA
C/O GABRIEL MARTIN, CITY MANAGER
53990 ENTERPRISE WAY
COACHELLA, CA 92236

2024-0182096

06/24/2024 04:43 PM Fee: \$ 17.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



					R	A	Exam: 301		
Page	DA	PCOR	MISC	Long	RFD	1st Pg	Adtl Pg	Cert	CC
SIZE	NCOR	SMF	NCHG	T:	NO SMF				

012-023 COACHELLA

Doc. Trans. Tax – computed on full value of property conveyed \$ 199.10

Matthew Jennings, Tax Collector

Matthew Jennings
Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for Fiscal Year 2015-2016

And for nonpayment were duly declared to be in default 2016-778240003

Default Number

This deed, between the Tax Collector of RIVERSIDE County (“SELLER”) and CITY OF COACHELLA, A MUNICIPAL CORPORATION (“PURCHASER”) conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on April 30, 2024 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of \$180,800.00.

NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to RIGHT ANGLES INV INC, described as follows:

Assessor’s Parcel Number 778240003

(SEE PAGE 2 ENTITLED LEGAL DESCRIPTION)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Executed on
April 30, 2024

By *Matthew Jennings*

Matthew Jennings, Tax Collector

On June 12, 2024, before me, Peter Aldana, Assessor-County Clerk-Recorder, personally appeared Matthew Jennings, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Peter Aldana, Assessor-County Clerk-Recorder

By: *Angeline Rodriguez*
Deputy

Seal





STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Anahi Fernandez, Management Analyst

SUBJECT: Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for Cannabis Social Equity Consulting Services in a Not-to-Exceed Amount of \$35,000

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Letter of Agreement with CannaBiz Consulting Group, in a not-to-exceed amount of \$35,000 for the continued provision of cannabis technical assistance services.

BACKGROUND:

On May 10, 2023, the City Council approved a consulting agreement with CannaBiz Consulting Group for “Cannabis Social Equity Consulting Services” in the amount of \$50,000. The major tasks of the Agreement included staff assistance services for the following tasks:

- *Amend the Social Equity Assessment Report*
- *Improve the Social Equity Program*
- *Conduct Operational Workshops*
- *Provide technical assistance hours to CSEP grantees*
- *Provide assistance to City Staff*

DISCUSSION/ANALYSIS:

The “Cannabis Social Equity Services” agreement with CannaBiz Consulting Group will expire October 31, 2024. The city currently has \$35,000 of grant funds that can be used for technical assistance services. CannaBiz Consulting Group Agreement will qualify for grant funding under California Governor’s Office of Business and Economic Development (GO-Biz) Cannabis Equity Grant.

Accordingly, staff is recommending to extend the agreement with CannaBiz Consulting Group until October 31, 2025. Attached to this staff report is a document entitled Letter of Agreement that will include a termination date of October 31, 2025 and includes the same tasks as the 2023 agreement:

- *Amend the Social Equity Assessment Report*
- *Improve the Social Equity Program*
- *Conduct Operational Workshops*
- *Provide technical assistance hours to CSEP grantees*
- *Provide assistance to City Staff*

ALTERNATIVES:

1. Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for the Provision of Cannabis Social Equity Consulting Services in a not-to-exceed amount of \$35,000
2. Not Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for the Provision of Cannabis Social Equity Consulting Services in a not-to-exceed amount of \$35,000

FISCAL IMPACT:

The Agreement with CannaBiz Consulting Group will be paid out of existing GO-Biz Cannabis Equity Grant funding. The City was awarded \$35,000 for this provision of service.

ATTACHMENTS:

1. Agreement with CannaBiz Consulting Group
2. CannaBiz Consulting Group Proposal
3. Former Agreement with CannaBiz Consulting Group



November 1, 2024

Christopher Martinez
CannaBiz Consulting Group
81350 Riverlane Dr.
Indio, CA 92202

Re: Letter of Agreement for “Cannabis Social Equity Consulting Services”

Dear Mr. Martinez:

This letter shall be our Agreement regarding consultant services for the City of Coachella’s Cannabis Social Equity Program as described below (“Services”) to be provided by CannaBiz Consulting Group, a California limited liability company (“Contractor”) as an independent contractor to the City of Coachella for the various applications to be received by the City (“Applications”).

The Services to be provided include the following:

1. Analyze Data. Review Coachella census data and Coachella policing agency's cannabis arrest records. Analyze Social Equity programs of cities with similar demographics to identify barriers for social equity applicants and equity policies with proven success.
2. Community Outreach. Conduct workshops to educate, solicit feedback, and inform community residents of current and future social equity opportunities.
3. Generate Report. Generate a report with findings from data and community outreach to amend the existing report. The report will include recommendations on how to incorporate social equity opportunities into the current local cannabis industry and how to improve the existing social equity program.
4. Consult. Allocate 20 hours of compliance consulting to existing social equity license holders. Consulting can be utilized for compliance, improving operational efficiencies, and application renewals.
5. Workshops. Host industry workshops to instruct cannabis operators on how to compliantly manage inventory, generate sales, report waste, and other required procedures.
6. Technical Assistance. Provide ongoing assistance to city staff and CSEP participants. This will help cannabis equity applicants and licensees acquire the knowledge and/or

skills necessary in order to gain entry to, and to successfully operate. One-on-one consulting and training, including direct interactions in group settings, to provide equity applicants and licensees the technical knowledge and expertise necessary to facilitate business ownership and employment in the cannabis industry.

- 7. The above tasks will be billed on a “time and material” basis based on the following rates:

Senior Consultant	\$215 per hour
Project Manager	\$130 per hour
Project Assistant.....	\$80 per hour

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$215.00 for Contractor and support staff identified above. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed fifty thousand dollars (\$35,000.00).

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers’ compensation coverage for such employees which meet all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner. Services on the Projects shall begin as of November 1, 2024 and be completed by October 31, 2025 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

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

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

CITY OF COACHELLA

CONTRACTOR

Approved by:

Reviewed and Accepted by Contractor:

Gabriel Martin Date:
City Manager

Signature Date:

Approved as to form:

Name

Carlos Campos
City Attorney

Title

CITY OF COACHELLA PROPOSAL



Item 11.



CANNABIS SOCIAL EQUITY CONSULTING



PREPARED BY:
CHRISTOPHER MARTINEZ
SENIOR CONSULTANT
CHRISTOPHER@CANNABIZCG.COM
(760) 899-8025



Technical Qualifications

Item 11.

Since 2018, CannaBiz has taken vital roles in representing cannabis clients, establishing compliant and effective operating procedures, and licensing procurement for multiple corporate cannabis facilities in Southern California. Our most recent work consisted of consulting for a retail license recipient in the City of Moreno Valley, where we provided technical assistance to license and open the business compliantly on January 6, 2023. This project and our overall experience in the industry have exposed us to a myriad of demands and responsibilities associated with managing a project from construction buildout to acquiring the necessary licenses to begin operations. We are familiar with a multitude of cannabis application programs including social equity programs throughout the State of California. Our experience has given us the ability to recognize, anticipate, and resolve potential issues to ensure the desired outcome is achieved. The range of our experience in California includes but is not limited to:

- Implementation of social equity policies into cannabis licensing procedures;
- Oversight of cannabis social equity policy and verification processing;
- Oversight of social equity grant disbursement for cannabis businesses;
- Hosting cannabis licensing and application workshops to assist applicants;
- Creating a website to provide cannabis application and social equity information;
- Successful procurement of conditional use permits, regulatory permits, business licenses, and state cannabis operating licenses in several jurisdictions;
- Writing and implementing standard operating procedures in compliance with local and state regulations;
- Writing and implementing security procedures in compliance with local and state regulations;
- Writing and implementing track and trace procedures and waste management procedures;
- Establishing compliant packaging, labeling, and marketing procedures;
- Establishing procedures to meet strict and extensive audit and record-keeping requirements;
- Compliance oversight of cultivation, manufacturing, and distribution facilities; and
- Applying and obtaining state cannabis licenses.

Work Plan Overview

Item 11.

Situation Analysis: The City of Coachella has permitted licensed cannabis operations under Proposition 215 state regulations and was the first city in the Coachella Valley to pursue policies to allow cannabis operations within the City legally. On January 1, 2018, Medical and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) became the new cannabis law of California. Unfortunately, individuals who were disproportionately affected by the previous cannabis regulations have encountered numerous barriers of entry in their pursuit of a cannabis license under the new regulations. In the cannabis arrest report prepared by the Marijuana Arrest Research Projects and presented to the Drug Policy Alliance and the California NAACP, African Americans were arrested for cannabis offenses up to 12 times the rate of White Americans between 2008 and 2010. These types of disparities can be seen across the state to this day and are also experienced by Latinos. The disproportionate arresting of minorities by the previous marijuana laws has made it more difficult for minorities to participate in the current cannabis market. This is why the State of California has created a social equity program. Coachella has implemented a Social Equity program in an attempt to lower this barrier and has an opportunity to improve the program. Since the creation of the program, the City has licensed three social equity retailers with two currently operating. Christopher Martinez will utilize his professional experience of reviewing California Social Equity programs of various jurisdictions for Coachella and will implement his personal experience of being a social equity applicant of Los Angeles to better understand how to best engage and serve the community to improve the existing program. In order to reach our goal of lowering the barrier of entry into the cannabis industry and providing opportunities for success, we must execute on the following items:

Goals

- Engage community and industry input to understand current needs
- Identify disparities in cannabis-related arrests through police data
- Identify disproportionately disadvantaged communities through census data
- Identify cannabis arrest hotspots with police data
- Identify potentially eligible communities with the findings of the data review
- Improve the CSEP to better serve social equity applicants

Challenges

- Amending the existing CSEP analysis to be used for future GoBiz Grants
- Soliciting community engagement
- Soliciting industry feedback
- Retrieving Data related to cannabis arrests is limited
- Some residents may not welcome additional cannabis businesses
- Providing resources for existing social equity applicants
- Incorporating a viable equity program in a regulated local cannabis industry

Work Deliverables and Tactics

Item 11.

Deliverables

- **Analyze Data:** Review Coachella census data and Coachella policing agency's cannabis arrest records. Analyze Social Equity programs of cities with similar demographics to identify barriers for social equity applicants and equity policies with proven success.
- **Community Outreach:** Conduct workshops to educate, solicit feedback, and inform community residents of current and future social equity opportunities.
- **Consult:** Allocate 20 hours of compliance consulting to existing social equity license holders. Consulting can be utilized for compliance, improving operational efficiencies, and application renewals.
- **Workshop:** Host industry workshops to instruct cannabis operators on how to compliantly manage inventory, generate sales, report waste, and other required procedures.
- **Technical Assistance:** Provide ongoing assistance to city staff and CSEP participants. This will help cannabis equity applicants and licensees acquire the knowledge and/or skills necessary in order to gain entry to, and to successfully operate. One-on-one consulting and training, including direct interactions in group settings, to provide equity applicants and licensees the technical knowledge and expertise necessary to facilitate business ownership and employment in the cannabis industry.

Tactics:

- Utilize census data to identify regions with high poverty and minority populations
- Analyze police cannabis arrest data to identify regions with higher arrest rates
- Utilize data findings to produce color-coded maps of Coachella showing income demographics and arrest rates
- Utilize the City's listserve to conduct industry outreach with a Q & A document
- Hold a community workshop for community input
- Provide digital outreach in English and Spanish
- Provide an email account or website for Coachella residents to leave feedback
- Review city cannabis license data to identify current and past cannabis ownership demographics to understand current trends
- Use data findings to identify additional eligibility criteria
- Analyze social equity programs of other cities with similar demographics to identify policies that fit Coachella



Work Plan Continued

Target Audiences:

- City Residents
- Community Leaders
- Current License Holders
- City Officials

Communications:

- **Schedule Progress meetings:** We will schedule meetings with city staff to provide updates and maintain deadlines. Up to a total of four meetings with city staff will be held.
- **Email Account:** An email account will be set up for questions and community responses that will forward to each team member's email.
- **Phone Line:** A phone line will be set up for direct communication with city staff and community members

Final Results:

In order to ensure the quality of the social equity program, we will utilize the work plan to get an accurate pulse of the community's needs and improve the CSEP:

- Amend the Social Equity Assessment Report
- Improve the Social Equity Program
- Conduct Operational Workshops
- Provide technical assistance hours to CSEP Licensees
- Provide assistance to City Staff

The Project Manager will meet with his team members with all data and information gathered from the above strategies to begin drafting the assessment study and CSEP amendments. Our team will go through a three-stage draft. The initial draft will be produced by the project manager, and second by the project assistant. Close after, we will schedule a status meeting with city staff and request final input. Once the final input is received from city staff, the CannaBiz project team will meet to finalize the assessment amendments for approval.

Fees and Referrals

Item 11.

Proposed Fees: CannaBiz will not exceed the 10% allotted by the state's Cannabis Equity Grant Program which equates to \$35,000.00.

Social Equity Consulting:

Hourly Rates:

Senior Consultant

\$215.00

Project Manager

\$130.00

Project Assistant

\$80.00

Referrals:

Kevin Flores, Owner
Its420Time
kevin@the420time.com

Nicolas Meza, Owner
Coachella Smoke Dispensary
csoachella@yahoo.com

Charles Pfeifer, CEO
CEO of We Care Cat City (Cannabis Manufacturing)
charles@guidegroups.com

**Phone numbers can be provided upon request*

CITY OF COACHELLA CANNABIS EQUITY CONSULTING

"OUR PROPOSED SERVICES ARE INTENDED TO GIVE COACHELLA THE TOOLS NEEDED TO CREATE A SOCIAL EQUITY PROGRAM THAT BRINGS DOWN THE LICENSING BARRIERS ENCOUNTERED BY THOSE ADVERSELY AFFECTED BY CANNABIS PROHIBITION"

We greatly appreciate the opportunity to provide this proposal to the City of Coachella and look forward to your consideration.

Kindest Regards,



Christopher Martinez
Senior Consultant
CannaBiz Consulting Group



CITY OF COACHELLA

53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236

PHONE (760) 398-3502 • WWW.COACHELLA.ORG

April 01, 2023

Christopher Martinez
 CannaBiz Consulting Group
 P.O. Box 40
 Indio, CA 92202

Re: Letter of Agreement for “Cannabis Social Equity Consulting Services”

Dear Mr. Martinez:

This letter shall be our Agreement regarding consultant services for the City of Coachella’s Cannabis Social Equity Program as described below (“Services”) to be provided by CannaBiz Consulting Group, a California limited liability company (“Contractor”) as an independent contractor to the City of Coachella for the various applications to be received by the City (“Applications”).

The Services to be provided include the following:

1. Analyze Data. Review Coachella census data and Coachella policing agency's cannabis arrest records. Analyze Social Equity programs of cities with similar demographics to identify barriers for social equity applicants and equity policies with proven success.
2. Community Outreach. Conduct workshops to educate, solicit feedback, and inform community residents of current and future social equity opportunities.
3. Generate Report. Generate a report with findings from data and community outreach to amend the existing report. The report will include recommendations on how to incorporate social equity opportunities into the current local cannabis industry and how to improve the existing social equity program.
4. Consult. Allocate 20 hours of compliance consulting to existing social equity license holders. Consulting can be utilized for compliance, improving operational efficiencies, and application renewals.
5. Workshops. Host industry workshops to instruct cannabis operators on how to compliantly manage inventory, generate sales, report waste, and other required procedures.
6. Technical Assistance. Provide ongoing assistance to city staff and CSEP participants. This will help cannabis equity applicants and licensees acquire the knowledge and/or

skills necessary in order to gain entry to, and to successfully operate. One-on-one consulting and training, including direct interactions in group settings, to provide equity applicants and licensees the technical knowledge and expertise necessary to facilitate business ownership and employment in the cannabis industry.

- 7. The above tasks will be billed on a “time and material” basis based on the following rates:

Senior Consultant	\$200 per hour
Project Manager	\$125 per hour
Project Assistant.....	\$75 per hour

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$200.00 for Contractor and support staff identified above. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed fifty thousand dollars (\$50,000.00).

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers’ compensation coverage for such employees which meet all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner. Services on the Projects shall begin as of April 01, 2023 and be completed by October 31, 2024 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

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

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

CITY OF COACHELLA

CONTRACTOR

Approved by:

Reviewed and Accepted by Contractor:



Gabriel Martin Date:
City Manager

 05/17/2023
Signature Date:


Approved as to form:

Christopher Martinez

Name

Cannabis Consultant

Title



Carlos Campos
City Attorney



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Adopt Resolution No. 2024-56 Authorizing the City Manager to Execute and Record a Deed Restriction for the Rancho Las Flores Park Phase II Property

STAFF RECOMMENDATION:

Staff recommends that the City Council considers Adopting Resolution No. 2024-56 authorizing a Deed Restriction for the Rancho Las Flores Park Phase II property that is required as a condition of the grant award for the statewide park development and community revitalization program from the state of California Department of Parks and Recreation, Office of Local Grants and Services.

BACKGROUND:

Council approval of the proposed acceptance of grant funds would authorize the City Manager to execute the grant agreement, administer the grant, and commit to a Deed Restriction for at least 30 years. During the duration of the Deed Restriction the City would be required to have park facilities operating hours consistent with the times proposed in the original application and be open to members of the public as described in the original application. Additionally, the City agrees that for the duration of the Deed Restriction the deed property shall be used only for the purposes of the grant and no other use, sale or other disposition shall be permitted except as authorized by a specific act of the legislature.

DISCUSSION/ANALYSIS:

The State of California, by and through the Department of Parks and Recreation, is requesting that the City accept and record the Deed Restriction as required by the executed Grant agreement. The Deed Restriction recognizes that the City's General Plan identifies this site as a park and requires that the use remain consistent with the grant objective (park site) for a minimum of 30 years from the effective date of the Grant Agreement, referred therein as the contract performance period. The recordation of the Deed Restriction is required in order for the City to proceed with Drawn Down requests for funding reimbursement.

FISCAL IMPACT

None.

ATTACHMENTS:

Attachment 1 – Resolution No. 2024-56

Attachment 2 – Deed Restriction

Attachment 3 – Contract Agreements

RESOLUTION NO. 2024-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA ACCEPTING AND APPROVING THE RECORDATION OF A DEED RESTRICTION WITH THE STATE OF CALIFORNIA, BY AND THROUGH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, FOR THE RANCHO LAS FLORES PARK EXPANSION PROJECT WITH THE STATE OF CALIFORNIA, BY AND THROUGH THE DEPARTMENT OF PARKS AND RECREATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID DEED RESTRICTION

WHEREAS, on April 17, 2023, the City Manager executed Grant Agreement No. C9803082, for Project No. SW-33-009, with the State of California Department of Parks and Recreation for the Rancho Las Flores Park Project, effective July 1, 2020 through June 30, 21028 and

WHEREAS, the proposed project will expand Rancho Las Flores Park through the construction of new park infrastructure elements; and

WHEREAS, the State of California, by and through the Department of Parks and Recreation, is requesting that the City accept and record the Deed Restriction as required by the executed Grant agreement; and

WHEREAS, the Deed Restriction recognizes that the City's General Plan identifies this site as a park and requires that the use remain consistent with the grant objective (park site) for a minimum of 30 years from the effective date of the Grant Agreement; and

WHEREAS, the project will be completed within the Rancho Las Flores Park project area; and

WHEREAS, City staff requests acceptance and approving the recordation of the Deed Restriction; and

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

Section 1: Accept and approve the recordation of a Deed Restriction with the State of California (attached as Attachment 2 to the Agenda Report), by and through the California Department of Parks and Recreation, for the Rancho Las Flores Park Project funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All 2018 Parks Bond Act.

Section 2: Authorize the City Manager to execute said Deed Restriction.

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 9th day of October, 2024.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2024-56 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of October 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Sara Schlusser

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the City of Coachella (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program to expand Rancho Las Flores in the City of Coachella. Construct new amphitheater, park lighting, parking lot, concrete pathways, playground, splash pad, volleyball courts, flower garden with fountain, outdoor exercise equipment with shade, public art, restroom/concession building, perimeter sidewalks/landscaping, picnic area with BBQ, dog park w/fencing and drinking fountains, trees and landscaping. on the Property; and

IV. WHEREAS, on July 1, 2021, DPR's Office of Grants and Local Services conditionally approved Grant SW-33-009, (hereinafter referred to as "Grant") to expand Rancho Las Flores in the City of Coachella. Construct new amphitheater, park lighting, parking lot, concrete pathways, playground, splash pad, volleyball courts, flower garden with fountain, outdoor exercise equipment with shade, public

art, restroom/concession building, perimeter sidewalks/landscaping, picnic area with BBQ, dog park w/fencing and drinking fountains, trees and landscaping. on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2020 through June 30, 2050.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 2024

Owner(s) Name(s): City of Coachella

Signed: _____

Signed: _____

Dr. Gabriel D. Martin, City Manager

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Item 12.

RECORDING REQUESTED BY:
Stewart Title of California.
WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:
City of Coachella
1515 6th Street
Coachella, CA 92236



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
							T:	CTY	UNI
									051

ORDER NO. 2749-45064
ESCROW NO. 2767-45064
APN. 603-220-024,029,033

TRA 012-037

GRANT DEED

051

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is: Exempt from transfer tax CITY TAX

- Monument Preservation Fee is:
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area: City of Coachella, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Glenroy Coachella, LLC, a Delaware limited liability company (who acquired title as a California limited liability company)

hereby GRANT(S) to
City of Coachella, a ~~California~~ municipal corporation

the following described real property in the City of Coachella, County of Riverside, State of California:
See Attached Legal Description

DATE: February 6, 2008

Glenroy Coachella, LLC
a Delaware limited liability company

By:

Robert Kosof
His Executive Vice President
Robert Kosof

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On FEB. 6, 2008 before me, SARAH STERN
Notary Public, personally appeared

ROBERT KOSOF

who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah Stern



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Exhibit A
LEGAL DESCRIPTION

File Number: 45064

Lot A:

Being a portion of parcel 1 and parcel 2 of Parcel Map No. 17167, as shown by map on file in book 87 page(s) 56, of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

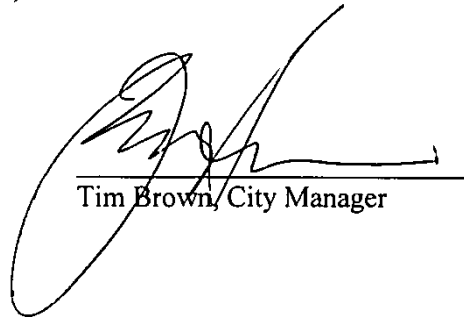
Beginning at the northeasterly corner of Tract Map 30498-1, book 334 pages 40 through 53, also being the southeast corner of said parcel 1 of Parcel Map 17167, the true point of beginning; thence westerly along the northerly boundary of said tract map 30498-1, north 89°46'37" west 1257.31 feet; thence along boundary of said tract map 30498-1, south 25°36'00" west 101.80 feet; thence along boundary of said tract map 30498-1, south 64°50'46" west 101.81 feet; thence along boundary of said tract map 30498-1, south 25°36'00" west 101.80 feet; thence leaving said boundary of tract map 30498-1 on line bearing south 58°08'10" west 127.57 feet to the beginning of a non-tangent curve, concaved Southwesterly, radial line bearing south 62°29'11" west, radius 70.00 feet; thence Northwesterly along said curve a distance of 19.93 feet, through a central angle of 16°18'52"; thence north 43°10'30" east 28.90 feet; thence north 00°13'23" east 100.20 feet; thence north 89°46'37" west 860.00 feet; thence north 80°18'55" west 65.39 feet, to the southeast corner of well site, per city of Coachella Resolution 2003-32, by instrument 2003-422633 of Official Records; thence along Easterly side of said boundary of well site, north 00°13'56" east 100.00 feet; thence along northerly boundary of said well site, north 89°42'07" west 100.17 feet, to westerly boundary of said parcel map 17167, the Easterly right(s) of way of Van Buren Street; thence along Westerly boundary of said parcel 1 of Parcel Map 17167, north 00°13'56" east 483.23 feet; thence leaving Westerly boundary of said parcel 1 of parcel map 17167 on line bearing south 89°57'33" east 1881.64 feet; thence south 00°02'27" east 163.24 feet; thence south 89°57'33" east 412.83 feet, to the Easterly boundary of said parcel 1 of Parcel Map 17167; thence along Easterly boundary of said parcel 1 of Parcel Map 17167, south 36°07'59" east 142.34 feet; thence along Easterly boundary of said parcel 1 of Parcel Map 17167 along a tangent curve, delta 16°58'14", radius 1000.00 feet, length 296.19 feet, to the true point of beginning;

The abovedescribed parcel of land as a whole contains 29.46 acres, more or less.

CITY OF COACHELLA
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by GRANT DEED dated February 6, 2008, from GLENROY COACHELLA, LLC, A DELAWARE LIMITED LIABILITY COMPANY GRANTOR, to the CITY OF COACHELLA, A MUNICIPAL CORPORATION, GRANTEE, is hereby accepted by the City Manager of said City on this 8th day of February, 2008, pursuant to authority granted by the City Council of said City by Resolution No. 2004-01 made on the date of January 14, 2004, and the Grantee consents to recordation thereof by said City Manager, its duly authorized officer.

Dated this 8th day of February, 2008 at La Jolla, California.



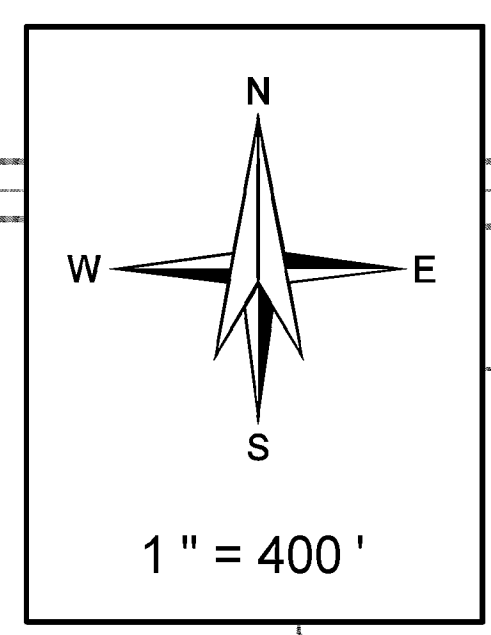
Tim Brown, City Manager

APN No.
603-220-024, 029 & 033

RMPUB\CZC\293524.1

NW 1/4 of N 1/2 of SEC. 31, T5, SR 8E
CITY OF COACHELLA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

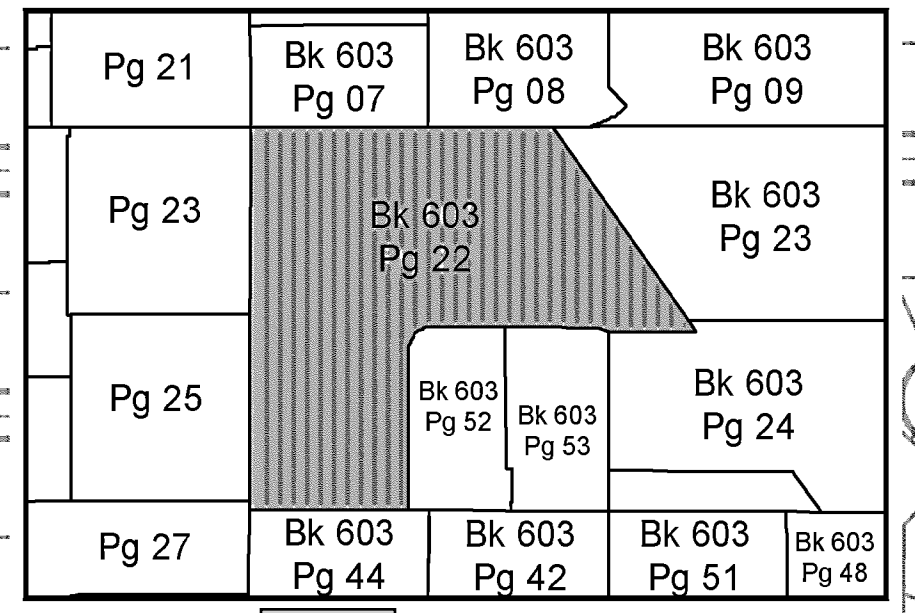


Legend

- Lot Lines
- Right-Of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- · · · · Other Easements
- · · · · Lease Area
- ▬ Subdivision Tic Mark

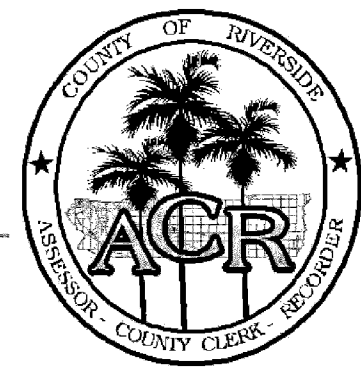
Date	Old Number	New Number
1/1/1970	3	5,801
7/1/1970	6	7,8
10/1/1977	2,7,8,10	11
10/1/1977	231-3,4	11
10/1/1977	11	12-15
10/1/1977	11	231-5,6,7
10/1/1977	5	9,10
7/1/1978	12,231-5	16
7/1/1978	13,231-6	17
11/1/1978	14	18-20
11/1/1978	20,231-7	21
8/1/1979	801	22
2/1/1981	1,4,9,15	23
2/1/1981	23	24-28
12/2/2003	26	29-30
12/2/2003	27-28,30	31
12/2/2003	31	PG.52,53
3/28/2005	ADDASMT	32
3/28/2005	25	33-34
3/28/2005	32,34	35
2/13/2007	24	36,37
11/20/2008	16	38,ST
11/20/2008	17	39,ST
11/20/2008	21	40,ST
11/20/2008	19	41,ST
11/20/2008	18	42,ST
11/20/2008	40	43,ST
11/20/2008	41	44,ST
11/20/2008	42	45,ST
11/25/2008	29	46-47
11/25/2008	33	48-49
11/25/2008	36	50-51
11/13/2012	45	52,53
11/13/2012	44,53	54
1/17/2014	52,54	55
1/17/2014	55	56-59
4/16/2015	47, 49	60
12/22/2017	50	61-66
3/28/2019	62	67,ST
3/28/2019	64	68,ST
3/28/2019	66	69,ST

Data
 G.L.O.
 M.B. 5/126
 R/S 16/48-9,21/54,6/88
 S.B.E MAP
 HWY. MAP



Map Reference
 PM 87/56 PARCEL MAP NO. 17167
 PM 27/63 - 64 PARCEL MAP NO. 18
 PM 236/47 - 48 PARCEL MAP NO. 36481
 PM 243/82-84 PARCEL MAP NO. 37310

Apr 2019



ASSESSOR'S MAP BK603 PG.22
Riverside County, Calif.

B Diaz

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

AMENDMENT TO CONTRACT


Contract No. C9803082 Amendment No. **1**

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Coachella

The State and, City of Coachella in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

Change PROJECT TITLE from “Central Park” to “Rancho Las Flores Park”

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Coachella
By 
Title City Manager
Applicant's Authorized Representative as shown in Resolution
Date 10/2/24

STATE DEPARTMENT OF PARKS AND RECREATION
DocuSigned by:
By Cristelle Fageli
7009882C771F404
Date 10/2/2024

CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)

CONTRACT NO C9803082	AMENDMENT NO 1	FISCAL SUPPLIER I.D. 0000012569	PROJECT NO SW-33-009		
AMOUNT ENCUMBERED BY THIS DOCUMENT	FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$8,454,600	ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2024/25	
TOTAL AMOUNT ENCUMBERED TO DATE \$8,454,600	Reporting Structured 37900091	Account/Alt Account 5432000-5432000000	ACTIVITY CODE 69807	PROJECT/WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Coachella (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$8,454,600, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2020 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting

prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

City of Coachella
GRANTEE

By: [Signature]
Signature of Authorized Representative

Title: City Manager

Date: 10/2/24

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: Cristelle Fazeli
Signature of Authorized Representative

Title: Supervisor

Date: 10/2/2024

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act
Statewide Park Development and Community Revitalization

GRANTEE City of Coachella

GRANT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2050

PROJECT TITLE CENTRAL PARK PROJECT NUMBER SW-33-009

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$8,454,600.00

City of Coachella

 Grantee

By Gabriel D. Martin, PhD

 Typed or printed name of Authorized Representative

Gabriel Martin

 Signature of Authorized Representative

Address 53990 Enterprise Way, Coachella, CA 92236

Title City Manager

Date April 17, 2023

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke

 Typed or printed name of Authorized Representative

Jana Clarke

 Signature of Authorized Representative

Title Supervisor

Date 4/18/2023

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9803082	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012569		PROJECT NO. SW-33-009	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$8,454,600.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$8,454,600.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69807	PROJECT / WORK PHASE 3790000SW33009

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Coachella (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$8,454,600, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2020 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
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3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
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1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
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2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT, and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

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3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

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If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

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1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions

A. Economic Sanctions

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Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

City of Coachella
GRANTEE

By: *Samuel Martin*
Signature of Authorized Representative

Title: City Manager

Date: April 17, 2023

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: *Jana Clarke*
Signature of Authorized Representative

Title: Supervisor

Date: 4/18/2023



STAFF REPORT
9/25/2024

TO: Planning Commission Chair and Commissioners

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Ordinance No. 1213 (Zoning Ordinance Amendment No. 22-09) 2nd Reading to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses and development standards for the R-E, Residential Estate District, Chapter 17.12 of the Coachella Municipal Code. City-Initiated.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1213 to amend Coachella Municipal Code (C.M.C.) Chapter 17.12 to modify zoning district permitted uses and development standards for the Residential Estate District.

BACKGROUND:

Staff proposed amendments to Coachella Municipal Code chapters 17.11, 17.12, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76 and Adding Chapter 17.21 to modernize the Coachella Municipal Code, allow greater flexibility in development standards, improve aesthetics of residential neighborhoods and commercial centers, streamline the development review process, and establish performance standards for energy efficiency and heat island reduction. The Planning Commission recommended approval to the City Council of amendments to Chapter 17.12 only as Ordinance No. 1213 and requested that the amendments to the other Chapters be studied further in a Planning Commission study session.

DISCUSSION/ANALYSIS:

Planning staff prepared the following code amendments to the Coachella Municipal Code Chapter 17.12 to update the Residential Estate District to ensure agricultural uses are not considered a nonconforming use and allow for lodging uses that are consistent with the agricultural character of many properties that would be zoned Residential Estate. Lodging uses would require that agricultural production is maintained on-site consistent with the standards of the new Riverside County Rancho Ordinance including the preservation of date palms that are iconic representations of the City of Coachella and celebrate the City's unique agricultural heritage. The modifications to the R-E zone are outlined below.

R-E Residential Estate Chapter 17.12

- **Agricultural Uses.** Add existing commercial agricultural activity as a permitted use.
- **Lodging.** Permit bed and breakfast, hotel and resort in an agricultural setting subject to a CUP approval where forty percent (40%) of the property utilized for agricultural crops with twenty percent (20%) planted with date palms. Associated tourist-related uses such as conference facilities, gift shops, wellness spas, and recreational facilities may be approved with the CUP. (R-E zone only)
- **Perimeter Landscape Setback.** Established a 10-foot minimum perimeter landscape setback for residential developments and an average 20-foot perimeter landscape setback. This is a common setback for Coachella Valley cities. A shade standard of 30 percent of landscape area is required. (R-R Chapter 17.11, R-E Chapter 17.12, S-N, G-N zones only)
- **Animal Services.** Allow for pens and other shelter for domestic, noncommercial animals and pets, including specialty animal care and animal services as standalone uses with a Conditional Use Permit. This is a text change requested by the operators of the Loving All Animals establishment.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1213 (2nd Reading) to amend Coachella Municipal Code chapter 17.12 to amend zoning district permitted uses and development standards.
- 2) Continue this item and provide staff with direction.
- 3) Take no action.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1.

Attachments:

1. Ordinance No. 1213 (2nd Reading) ZOA No. 22-09 Phase 1 Streamline Code Amendments
Exhibit A – Amendments to Code Chapter 17.12

ORDINANCE NO. 1213

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17, ZONING, AMENDING CHAPTER 17.12 RESIDENTIAL ESTATE ZONING DISTRICT PERMITTED USES, DEVELOPMENT STANDARDS AND DEVELOPMENT REVIEW PROCESS. ZONING ORDINANCE AMENDMENT NO. 22-09. CITY-INITIATED

WHEREAS, pursuant to the authority granted to the City of Coachella (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, and implement the General Plan.

WHEREAS, based on that analysis, the City Council finds that the Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

WHEREAS, on September 4, 2024 the Planning Commission held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

WHEREAS, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance.

WHEREAS, on September 25, 2024 the City Council held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

SECTION 1. Incorporation of Recitals. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. Amendment to Municipal Code Title 17, Zoning, is hereby amended as identified in Phase 1 Streamline Code Amendments Exhibit A.

SECTION 3. CEQA Analysis. The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 1 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

PASSED, APPROVED, AND ADOPTED this 9th of October, 2024 by the following 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 Campos, Best Best & Krieger LLP
City Attorney

Chapter 17.12 R-E RESIDENTIAL ESTATE ZONE¹

17.12.010 Intent and purpose.

This zone is intended to provide for the establishment of residential areas which are to be developed at low density and with reasonable and adequate limitations, safeguards, and controls for the keeping and maintenance of horses in those areas of the city where noncommercial equestrian activities may be an integral part of the neighborhood amenities. This zone implements the Estate Rancho land use designation in the General Plan.

(Prior code § 025.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.12.020 Permitted uses.

The following uses are permitted in the R-E (Residential Estate) zone subject to all provisions of this chapter.

A. Primary Uses.

1. Dwellings, single-family detached. No more than one such dwelling shall be permitted on one lot regardless of the size of the lot.
2. Public and private parks.
3. Public Utility Facilities (City-initiated).
4. Existing commercial agricultural activity consistent with California Civil Code "Right to Farm Act."

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages or carports, garden greenhouses, recreation rooms, pool bathhouses, or private stables and swimming pools.
3. Keeping of horses with the following specifications:
 - a. Minimum Lot Area. Twenty thousand (20,000) square feet.
 - b. Minimum Lot Area Per Horse. Five thousand (5,000) square feet.
 - c. No stable, shelter or corral shall be located within thirty-five (35) feet of any dwelling or other building used for human habitation.

¹Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed Ch. 17.12, §§ 17.12.010—17.12.030 and renumbered Ch. 17.14, §§ 17.14.010—17.14.030 as Ch. 17.12, §§ 17.12.010—17.12.030 as set out herein. The historical notation has been retained with the amended provisions for reference purposes. Former Ch. 17.12, pertained to the A-T Agricultural Transition Zone and derived from Prior code §§ 020.01—020.03; Ord. No. 1171, § 6, adopted Aug. 25, 2021.

- d. Horses are kept or maintained for the private use of the family residing on the premises, except that a maximum of two horses owned by residents in the neighborhood may be boarded.
 4. Parking facilities, such as cars, trucks, and vehicles owned by persons residing on the premises.
 5. Home occupations, subject to the provisions of Section 17.58.010.
 6. Pens and other shelter for domestic, noncommercial animals and pets. Such shelter shall not be nearer than thirty-five (35) feet from any building used for human habitation.
 7. Permitted Signs. Only the following signs shall be permitted:
 - a. One unlighted identification sign not to exceed eight square feet in area.
 - b. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twelve (12) square feet in area. Such sign shall be located not less than ten (10) feet from any property line.
 8. The growing of field crops, trees, vegetables, fruits, berries and nursery stock, including wholesaling of crops produced upon the premises.
 9. Restaurant as an accessory use associated with growing of field crops, trees, vegetables, fruits, berries and farm stands.
- C. Conditional Uses. The following uses may be permitted in the RE zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.
1. Clubs and lodges, private, nonprofit when site fronting on an arterial street.
 2. Public and private golf courses.
 3. School, private, nonprofit.
 4. Farm stands.
 5. Bed and Breakfast
 6. Hotel and Resort in accordance with a master plan where forty percent (40%) of the property utilized for agricultural crops with twenty percent (20%) planted with date palms.
 7. Pens and other shelter for domestic, noncommercial animals and pets, including specialty animal care and animal services. Such shelter shall not be nearer than thirty-five (35) feet from any building used for human habitation.
- D. Tourist-Related Uses. The following uses are permitted only where integrated with and clearly incidental to a resort use approved through a conditional use permit.
1. Those uses which can be shown to make up a resort experience, which may include, but are not necessarily limited to conference and convention facilities, recreational facilities, restaurants, bar and cocktail lounge, wellness spa, gift shops, country clubs and golf courses and community event facilities including, but not limited to primarily outdoor events including anniversary, celebrations, ceremony, wedding ceremony and/or receptions, birthday, quincenera, sweet-sixteen event, baby shower, holiday party, graduation, fundraiser for a charitable non-profit organization or farm-to-table event.

(Prior code § 025.02; Ord. No. 1171, § 7, 8-25-21)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.12.030 Property development standards.

The following standards of development shall apply in the R-E (Residential Estate) Zone:

- A. Residential Density.
 - 1. Minimum Density. One dwelling unit/acre.
 - 2. Maximum Density. 2.2 dwelling unit/acre.
- B. Lot Requirements.
 - 1. Minimum Lot Area. Twenty thousand (20,000) square feet.
 - 2. Minimum Lot Width. One hundred (100) feet.
 - 3. Minimum Lot Depth. One hundred (100) feet.
- C. Yard Requirements.
 - 1. Building Setback. A building setback of not less than sixty (60) feet from the center line of any street, public or private, or not less than twenty (20) feet from the established street line of any street shall be maintained.
 - 2. Side Yard. Each lot shall have side yards of at least twenty (20) feet in width.
 - 3. Rear Yard. Each lot shall have a rear yard of at least twenty-five (25) feet.
- D. Height Limits.
 - 1. The maximum height of the primary structure shall be two-and-one-half stories or thirty-five (35) feet, whichever is less.
 - 2. The maximum height of accessory buildings or structures shall be seventeen (17) feet except that the maximum height of accessory buildings or structures incidental to agricultural pursuits as permitted in Section 17.10.020 shall be equal to one-half the distance of such building or structure from any property line.
 - 3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).
- E. Off-Street Parking. Off-street parking shall be provided for, subject to the requirement of Section 17.54.010 of this title.
- F. Landscape setback. The minimum perimeter landscape setback for projects without building frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.
- G. Architectural Review. All development in the R-E (Residential Estate) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.
 - 1. Mobilehomes are subject to the architectural review process as set forth in Section 17.72.010 of this title.
 - 2. All mobilehomes subject to this review process shall be certified under the National Mobilehome Construction and Safety Act of 1974; and permanent foundations shall be approved by the building official; and roof material, roof overhang and exterior finish materials shall be the same as typically used on conventional single-family structures.

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3. All mobilehomes shall be compatible with surrounding development.
 4. All mobilehomes subject to the same development standards that apply to a conventional single-family dwelling.

(Prior code § 025.03)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director -and- Celina Jimenez, Director of Economic Development

SUBJECT: Approve a Professional Services Agreement between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for Fiscal Year 2024-2025 in the Amount of \$82,500

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approving a Professional Services Agreement between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2024-2025 in the amount of \$82,500.

EXECUTIVE SUMMARY:

The City of Coachella has partnered with the Greater Coachella Valley Chamber of Commerce (Chamber), as a private business support organization within the City to provide professional services. The City renews the service agreement annually with the Chamber, which commemorates the services the Chamber will provide to the City each fiscal year. These services include supporting the City's economic development efforts by providing: business services, various community and city events, and further development of Coachella's tourism market.

The budget and the services identified in the attached professional services agreement total \$82,500. The services described in the proposed 2024/2025 Agreement include the following services and final costs to the City after any available revenues are deducted per service/event:

- Visitor Center (\$41,000)
 - Staffed Tuesday-Friday, 9:00 am – 4:00 pm; Visitor Center is responsible for marketing the City of Coachella to guests and visitors at the center. Services include local directory, city and relocation information, and general business related guidance.

- Business Support Services (\$6,000)
 - Support updates to Chamber materials and resources to include Spanish business resources and education.
 - Support Industry Roundtable meetings hosted at the Chamber for local industry and business development.
 - The introduction of business education conducted in Spanish.
- Shop Local Initiative (\$8,000)
 - Chamber will create a branded Shop Local campaign that provides education and resources for local residents as well as local businesses; includes various campaign opportunities and strategies.
- State of the City/Business Awards (\$12,000)
 - Chamber will organize and manage: Business Expo; ticket sales/sponsors, and business awards.
- Holiday Parade (\$500)
 - Provide drivers for dignitary cars.
- Coachella Tacos, Tequila, and Chavelas Festival (\$15,000)
 - Provide stipend and monetary prizes to participating businesses. Provide and staff ticketing for both presale and door entry tickets.

FISCAL IMPACT:

The recommended action will not have a fiscal impact as these funds were allocated in the adopted FY 2024/2025 budget.

ATTACHMENT(S):

1. 2024/2025 Professional Services Agreement

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and **THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE, a CORPORATION**, with its principal place of business at **45149 SMURR STREET, SUITE A, INDIO, CA 92201** ("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 and offering **BUSINESS SUPPORT** 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 **BUSINESS AND SPECIAL EVENT SUPPORT SERVICES** 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 **BUSINESS SUPPORT** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" and Exhibit "B" 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.

- a. The Chamber shall a. Proactively represent the City of Coachella to potential business and industry which will add to the tax base of the City.
- b. Encourage tourist interest in Coachella and promote tourism through the Visitor Center with destination visitors and local residents. The Chamber will provide visitor information

services for the benefit of its residents as well as all business, retail, restaurant, hotel and other related establishments.

- c. Establish, coordinate and operate various "Business Services and Events, Tourism and Cultural Activities" including business development, Tourism Events, and Cultural Celebrations as described in Exhibit "A", attached hereto and incorporated herein by this reference. d. Provide quarterly reports to the City Council on economic development and Chamber activities

3.2 Purpose

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

3.2.1 Term. The term of this Agreement shall be from **JULY 1, 2024** to **JUNE 30, 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.

3.3 Compensation.

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" attached hereto and incorporated herein by reference. The total compensation shall not exceed **EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500)** 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.

3.3.2 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.

3.3.3 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.

3.3.4 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.

3.4 **Responsibilities of Consultant.**

3.4.1 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.

3.4.2 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.

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

3.4.4 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: **BRANDON MARLEY, PRESIDENT + CEO.**

3.4.5 City's Representative. The City hereby designates **DR. GABRIEL D. MARTIN, 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.

3.4.6 Consultant's Representative. Consultant hereby designates **BRANDON MARLEY, PRESIDENT + CEO**, 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.

3.4.7 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.

3.4.8 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.

3.4.9 Period of Performance.

3.4.9.1 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.

3.4.9.2 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.

3.4.9.3 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.

3.4.10 Laws and Regulations; Employee/Labor Certification.

3.4.10.1 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.

3.4.10.2 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.

3.4.10.3 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.

3.4.10.4 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.

3.4.10.5 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.

3.4.10.6 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.

3.4.11 Insurance.

3.4.11.1 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.

3.4.11.2 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.

3.4.11.3 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.

3.4.11.4 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.

3.4.11.5 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.

3.4.11.6 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.

3.4.11.7 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.

3.4.11.8 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.

3.4.11.9 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.

3.4.11.10 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.

3.4.11.11 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.

3.4.11.12 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.

3.5 Labor Code Requirements.

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 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 Termination of Agreement.

3.6.1.1 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.

3.6.1.2 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.

3.6.1.3 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.

3.7 Indemnification.

3.7.1 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.

3.7.2 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.

3.8 General Provisions.

3.8.1 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.

3.8.2 Independent Contractors and Subcontracting.

3.8.2.1 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.

3.8.2.2 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.

3.8.3 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: THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE
45149 Smurr Street
Indio, CA 92201
ATTN: Brandon Marley, President + CEO

City: CITY OF COACHELLA
53990 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.

3.8.4 Ownership of Materials and Confidentiality.

3.8.4.1 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.

3.8.4.2 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.

3.8.4.3 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.

3.8.4.4 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.

3.8.4.5 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.

3.8.4.6 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.

3.8.5 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.

3.8.6 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.

3.8.7 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.

3.8.8 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.

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

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

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

3.8.12 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.

3.8.13 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.

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

3.8.15 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.

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

3.8.17 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.

3.8.18 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.

3.8.19 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.

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

3.8.21 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.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE**

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

**THE GREATER COACHELLA VALLEY
CHAMBER OF COMMERCE**

Approved By:

By:

**GABRIEL D. MARTIN, PHD
CITY MANAGER**

Its: President and CEO

Printed Name: Brandon Marley

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

EXHIBIT "A"
Business Services, Events, Cultural Activities, and Tourism

[BUSINESS SERVICES]

- The GCVCC shall be a business advocate by promoting the economic interests of the City through advocacy and business marketing.
- Visitor Center - Direct, staff and run the City's Visitor Center. Hours of operation are Tuesday through Friday, 9:00 AM to 4:00 PM. Closed for lunch 12:00 PM to 1:00 PM. Additionally, anytime the Visitor Center office is going to be closed or unstaffed, the GVCC must notify the Director of Economic Development via email message at least 24 hours in advance, if possible.
- Business Referral Network- The Chamber will continue to maintain a database of its member businesses in the City of Coachella, and expand upon it by engaging outreach to non-member and member businesses alike to regularly acquire contact information for local businesses.
- Provide information about Economic Development opportunities, programs and resources.
- Housing Information - Supply and make on hand information from the City and local property management companies information regarding local housing.
- Business License Information - Supply and make on hand information from the City regarding acquiring business license.
- Public Outreach - Supply and make on hand information from the City regarding General Plan, City Business Initiatives/Programs.
- Digital Campaigns - Support Local Restaurant, Hospitality or Other Relevant Business, to include social media and other digital platforms.

[EVENTS]

- Coachella State of the City and Business Awards Gala - Plan, Market and Execute event on behalf of the City. City will offer input and guidance on event agenda, working in cooperation with the Mayor of Coachella. Chamber will provide stage platform with shade tent. Chamber will retain operational control, including purchasing decisions, price points and revenues.
- Support the City's Holiday Christmas Parade -Assist City staff with sourcing twelve (12) drivers for the Annual Holiday Parade.
- Tacos and Tequila Festival - Plan, cross-promote, and execute the event. The Chamber and City will collaboratively agree on admission pricing. The City may reduce admission pricing to the public if it is agreeable to subsidizing the difference. The Chamber will coordinate ten to twelve (10-12) vendors, prize money, permits, insurance, ticketing, security, facilitate judging process and county health permits. Chamber retains all revenue from ticket and group (sponsorship) sales with the ability to set admission rates.

[CULTURAL ACTIVITIES]

- Promote the City's Movies in the Park Program - Utilize marketing avenues to raise public awareness.
- Promote the City's Day of the Young Child Event - Utilize marketing avenues to raise public awareness.
- Promote the Run with Los Muertos Event - Utilize marketing avenues to raise public awareness.

[TOURISM]

- Work with City to develop and propose new Tourism events
- Support the City's Tourism Outreach for local events and businesses through the Visitor Center and marketing outlets.
- Support the City's Mexicali Sister City Agreement

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

EXHIBIT "B" SCHEDULE OF SERVICES

[VISITOR CENTER]

The GCVCC will staff a full-service Visitor Center for residents and non-residents looking to connect with City of Coachella businesses. The Visitor Center is a resource hub for referrals to local businesses, community events, opportunities, City services, Consulate services, and Chamber resources.

Deliverables

- The Visitor Center is accessible in person or by phone accommodating English and Spanish speaking population.
- The Visitor Center will be staffed Tuesday - Friday, 9 AM – 4:00 PM. Offices may be closed on the few occasions that the Chamber is hosting a special event and daily for lunch from 12:00 PM – 1:00 PM. Additionally, anytime the Visitor Center office is going to be closed or unstaffed, the GVCC must notify the Director of Economic Development via email message at least 24 hours in advance, if possible.
- GCVCC will respond to visitor inquiries (phone calls, emails, and social media queries) within a reasonable amount of time, no later than 48 hours business hours after the initial inquiry.
- GCVCC will use the Visitor Center to promote City news and to disseminate favorable information about the City promoting its qualities, advantages, and opportunities.
- GCVCC will maintain an inventory of brochures, maps, and handouts as resource guides to walk in traffic. Additionally, local businesses will be able to advertise their businesses by displaying information at the visitor's center.
- The Visitor Center will connect local workforce and aspiring entrepreneurs with information on professional resources, education, and services.
- Newly hired GCVCC Staff will complete Team GPS training in effort to ensure that all staff is knowledgeable and trained as professional brand ambassadors
- Community Volunteers will be recruited & professionally trained to be knowledgeable ambassadors of Coachella resources. These volunteers may serve to represent the tourism office at its physical location.

Rate: \$41,000

[BUSINESS SUPPORT SERVICES]

The GCVCC will host and produce resources to support entrepreneurial interests, professional development and development for business, workforce and industry. The Chamber will serve the local business community by producing resources, listening sessions, workshops, education, and networking/marketing opportunities. As the City's go-to resource for all things business, the Chamber will act as an extension of the City's Economic Development team. And, will further plan, coordinate, and foster regular and ongoing business engagement with the local business community through site visits, "connection" calls, business surveying, resource guides, and strategic communications.

Deliverables

- The Chamber shall have an onsite business support center providing informational resources of particular interest to the business community, is open during the following hours of operation: Tuesday - Friday, 9 AM – 4:00 PM. Offices may be closed on the few occasions that the Chamber is hosting a special event and daily for lunch 12:00 PM – 1:00 PM. Additionally, anytime the Visitor Center office is going to be closed or unstaffed, the GVCC must notify the Director of Economic Development via email message at least 24 hours in advance, if possible.
- The Chamber will also provide digital resources and make them available when applicable.
- The Chamber shall respond to all requests and/or referrals regarding new or existing business that require assistance. All queries will be responded to within 48 business hours.
- The Chamber shall make outreach to new businesses who have begun to do business in the City of Coachella (if/as the City provides a list of newly licensed businesses) monthly.
- The Chamber shall act as liaison of the city with other business groups (e.g. the Small Business Development Corporation, SCORE, the Coachella Valley Enterprise Zone, etc.)
- The Chamber will offer a business education series in person or via zoom in both English and Spanish. This includes introduction to doing business in Coachella.
- The Chamber shall provide assistance, direction, and resources to new and existing businesses as requested.
- The Chamber will organize monthly business walks in partnership with the City to facilitate on-going communication and relationship building among our business community. City walk data to be captured and shared with the City for trends, insights, and business feedback.
- The Chamber will host periodic surveys and outreach to niche industry offering data sharing insights to the City staff.
- Support updates to Chamber materials and resources to include Spanish business resources and education
- Support Industry Roundtable meetings hosted at the Chamber for local industry and business development. This includes the convening of CBO's for improved coordination and deployment of services through the City of Coachella.

Rate: \$6,000

[SHOP LOCAL INITIATIVE]

The GCVCC will create a branded Shop Local campaign that provides education and resources for local residents as well as local businesses; includes strategic, paid advertising plans; and creates an opportunity for seasonal or annual campaigns.

Deliverables:

- The Chamber will work with City Economic Development Director on this project and present a plan within allocated budget.

Rate: \$ 8,000

SPECIAL EVENTS

[STATE OF THE CITY EVENT]

The Greater Coachella Valley Chamber of Commerce has historically produced an annual State of the City event with sponsorship from the City of Coachella. As the format, festivity and production of special events continues to evolve, the Chamber aims to offer the City of Coachella a basic event package with upgrade opportunities to enhance the event's design. Event planning will include:

- Pre-arranged check in meetings
- Enhancement/Upgrade Options
- Potential rate adjustments due to inflation

Base Package Includes:

- Event Planning, Coordination, & Day of Event Production
- Vendor Coordination & Management
- Graphic Design & Invitation Design (does not include printed invitations)
- Standard Marketing through Chamber Network
- Invitation & Registration Management
- Breakfast or Luncheon Event
- Business Awards
- Basic Stage Design (podium, microphone, flag display, & foliage)

The base package does not include printed invitations. Standard marketing efforts through the Chambers' network is limited to-blasts, calendar invitations, web listings, and social media sharing. The base package accounts for a morning or mid-day event featuring a breakfast or lunch component. It does not include dinner events or upgraded menus above market price banquet menus. Stage design is limited to a podium, microphone, flag display, and foliage. The base package may be further customized with additions or upgrades to the City's liking. Upgrades, additions, or enhancements beyond the base package are not included in the costs of the base package. Upgrades, additions, and/or enhancements will result in additional charges as accrued. Such upgrades, additions and/or enhancements may include (but are not limited to): AV enhancement, special arrangements for outdoor accommodations, upgraded dining, and paid advertising.

Rate: \$12,000

[TACOS, TEQUILA, & CHAVELAS EVENT]

The Chamber will plan, coordinate, market and execute this special event designed to help entrepreneurs and small business operators connect with the local community. The event will provide participating restaurants/caterers with tools to help them market themselves and to connect local residents with these local businesses.

Deliverables:

- The Chamber will secure local food vendors' participation with a stipend of \$500 - \$750 for participants providing food samples.
- The Chamber will market and promote the event using its internal and digital marketing resources.
- The Chamber will provide up to \$6,000 in total prizes to the top three winners
- The Chamber will provide ticketing and registration infrastructure
- The Chamber will plan, coordinate and oversee the day of execution of the event with the partnership and support of City staff. Specifically, the Chamber will take primary responsibility for vendors, prize money, permits, insurance, ticketing, security, and facilitating county health permits. Chamber retains all revenue from ticket and any business sponsorships.
- Note, increase in overall rate is to lower entry ticket price from \$25/\$30 (without and with drink) to \$20 per attendee. This is to create a more affordable way for attendees to enjoy and experience the event and local businesses.

Rate: \$15,000

[ANNUAL HOLIDAY PARADE]

The Chamber will help support this City event by providing twelve (12) volunteer drivers and general promotion and marketing of the event.

Deliverables:

- The Chamber will help support this City event by providing twelve (12) volunteer drivers for the parade, to accommodate City Council and staff.

Rate: \$500

[REPORTS AND INFORMATION]

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

EXHIBIT "C"
COMPENSATION AND RATES OF SERVICES

Visitor Center	\$41,000
Business Support Services	\$6,000
Shop Local Initiative	\$8,000
State of the City/Business Awards	\$12,000
Holiday Parade	\$500
Tacos, Tequilas & Chavelas Festival	\$15,000
TOTAL	\$82,500

As consideration for the services provided, the City will compensate the Chamber the sum of \$20,625 on a quarterly basis (disbursed in August 2024, November 2024, February 2025, May 2025), for a total amount of \$82,500.



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: Approve plans and authorize staff to bid and authorize appropriation of \$3,000,000 from General Fund for the Avenue 52 Pavement Rehabilitation Project, City Project Number ST-139

STAFF RECOMMENDATION:

- Approve plans and engineer's estimate and authorize staff to bid the Avenue 52 Pavement Rehabilitation Project;
- Authorize appropriations from General Fund in an amount of \$3,000,000 for the Avenue 52 Pavement Rehabilitation Project, City Project Number ST-139.

BACKGROUND:

In November 2023, a citywide pavement condition evaluation was conducted and a pavement condition database was created. Both public and internal Street network GIS maps were implemented and a Final Pavement Management Report was adopted by the City Council. The results of these efforts show that the average Pavement Condition Index (PCI) of the City's roads is 63.4 out of 100, corresponding to a "Fair" condition rating. The 10-year investment scenario forecasting analyses suggest that the City would need to invest an average of \$4.6 million annually to maintain a network average PCI of 63.4.

This report includes details about the methodology used for pavement evaluations, pavement management system implementation details, and the results of six 10-year investment scenario forecasting analyses that the City can use to prepare informed pavement maintenance and rehabilitation projects.

DISCUSSION/ANALYSIS:

Based on the pavement management system, the section of Avenue 52 from Tyler Street to the Whitewater Bridge has PCI ratings that range from 6-55 that correspond to very poor, serious and failed conditions. Due to the extent of deterioration the rehabilitation project will require a full depth removal and replacement. This proposed project includes the full depth removal and replacement of asphalt pavement on Avenue 52 from Tyler Street to the Whitewater Bridge as well

as replacement of damaged and failing concrete improvements and installation of missing gap sidewalk. Construction items include but are not limited to:

- 280,000 Square Feet of full depth replacement asphalt
- 2,050 Linear Feet of rehabilitated curb and gutter
- 2,123 Linear Feet of new 6 foot wide sidewalk
- 767 linear feet of retaining curb
- 4 new ADA compliant commercial driveways
- Replacement of failing concrete cross gutters
- Adjustment and repair of all utility manholes as needed.

The total estimated cost for the above items including all ancillary construction items and including surveying, construction management and contingency fees is three million dollars (\$3,000,000) Contingent upon approval to advertise and appropriation of funds the project will be put out to bid in the fall of 2024. The entire project would be brought back to City Council for the award of the construction contract and approval of a final budget based on the lowest responsive bid price. Based on the above schedule, it is anticipated that the full construction could be completed during the winter season of 2025.

FISCAL IMPACT:

The project is currently not included in the Capital Improvement Program (CIP) Budget. With this action, Council would be appropriating \$3,000,000 from General Fund.

ATTACHMENTS:

1. Vicinity Map
2. Plans

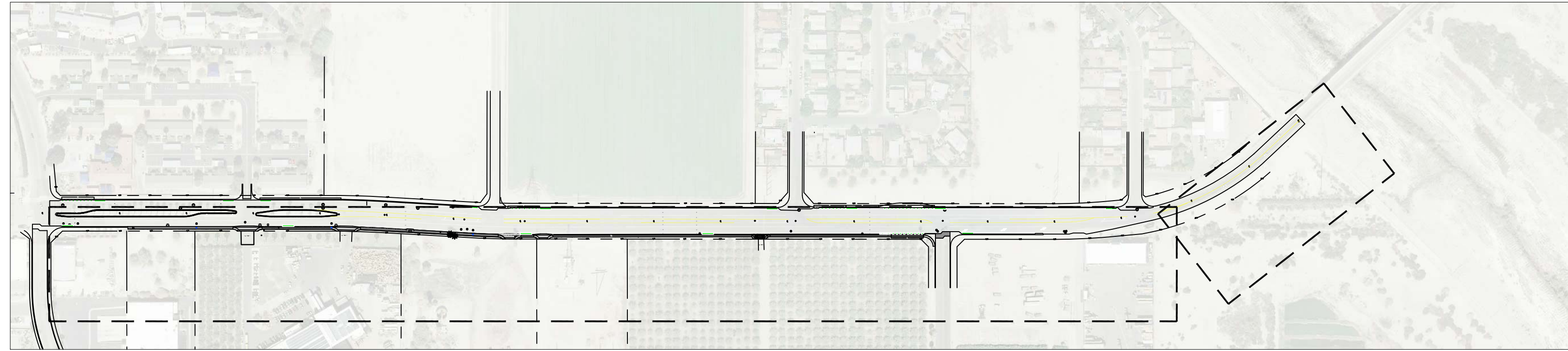
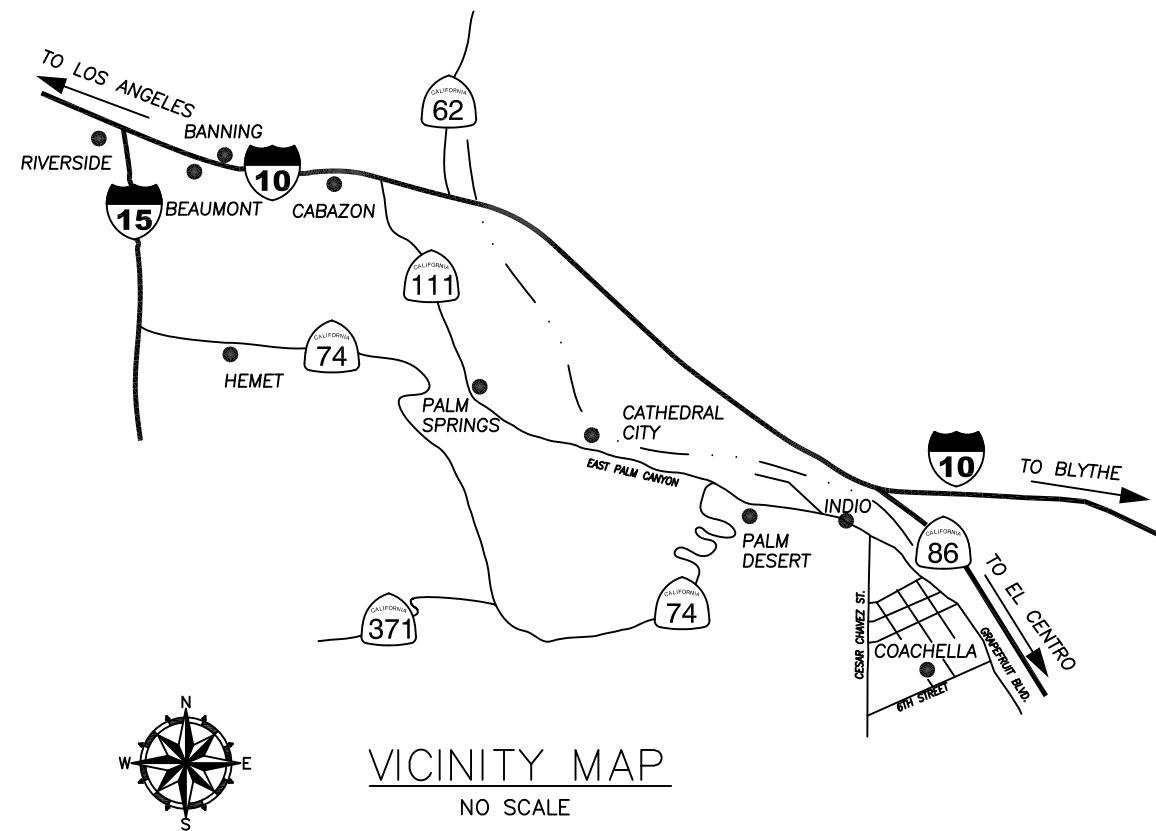
Vicinity Map



CITY OF COACHELLA

STREET IMPROVEMENT PLANS FOR 52 AVENUE

FROM TYLER STREET TO 52ND WHITEWATER BRIDGE



GENERAL CONSTRUCTION NOTES

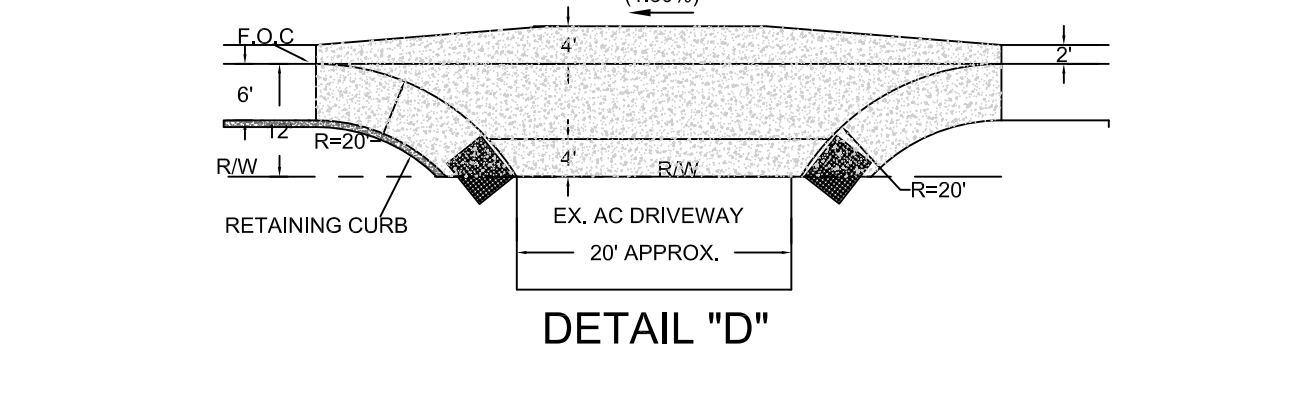
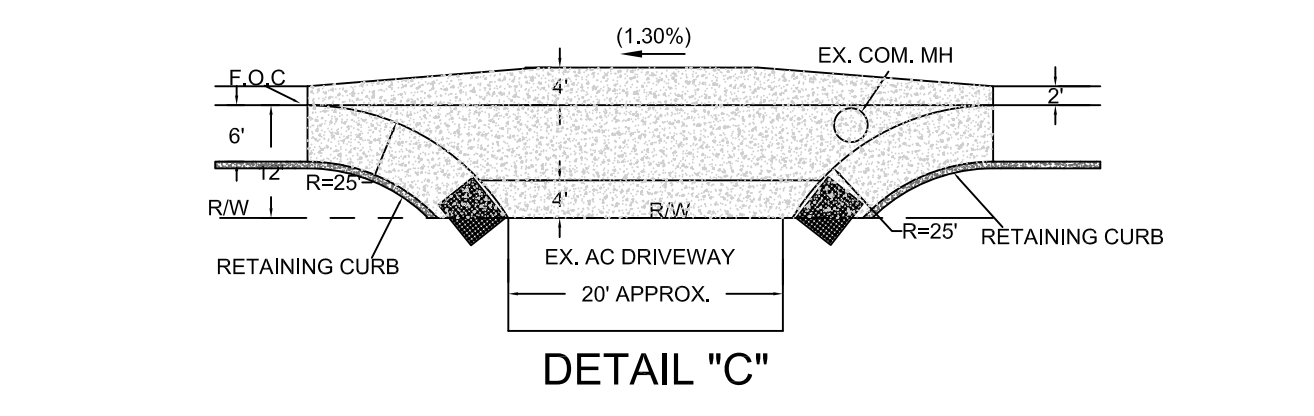
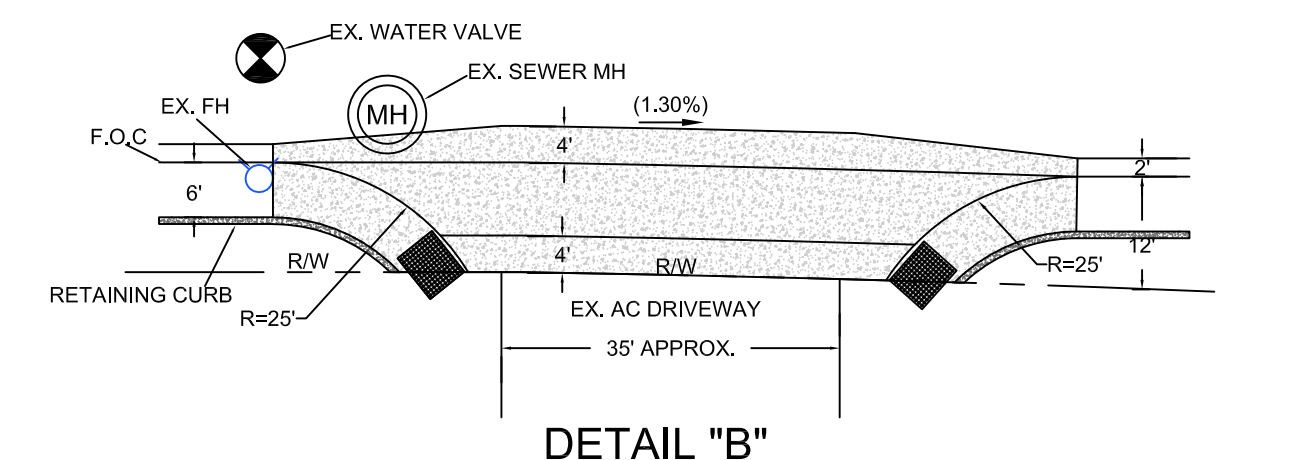
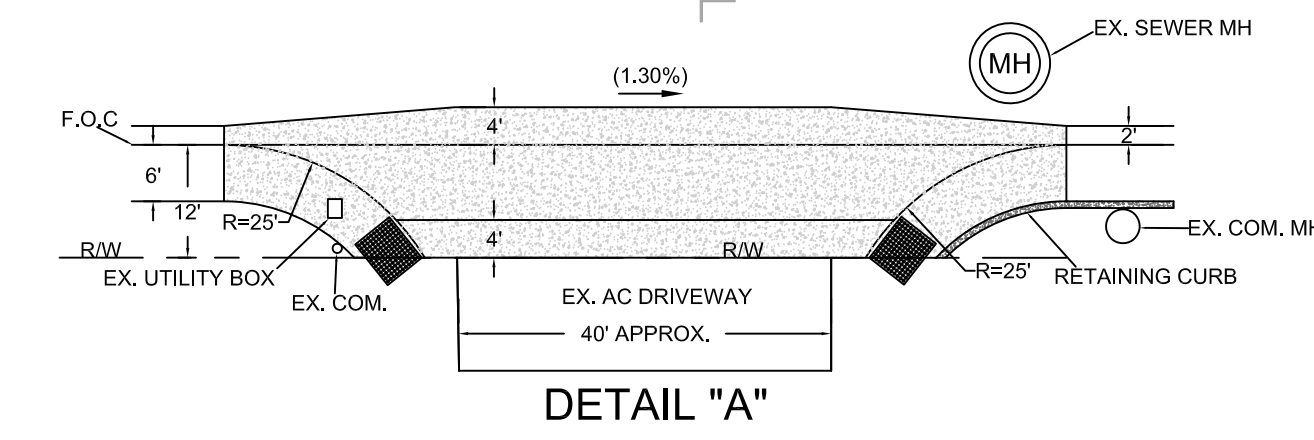
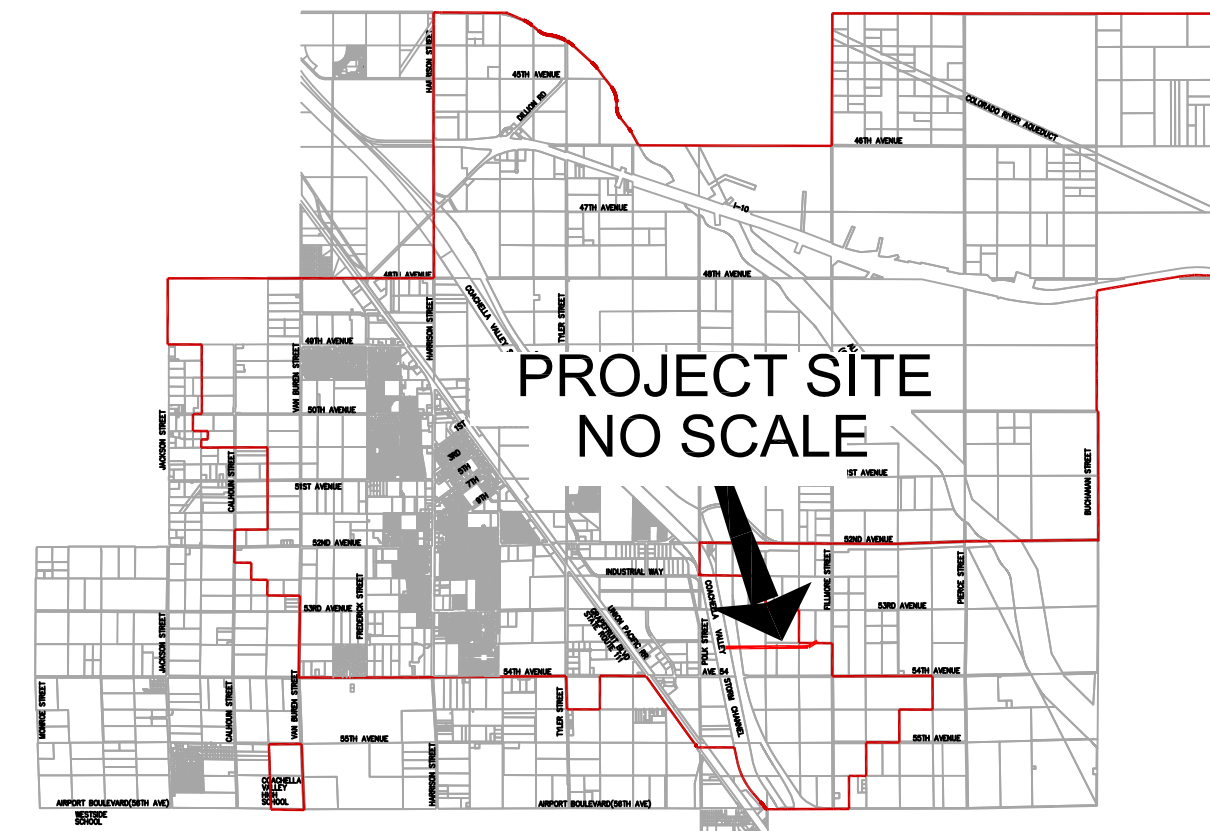
- ALL DESIGN, MATERIALS, AND CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF COACHELLA STANDARD SPECIFICATIONS AND PROCEDURES AND THE CITY OF COACHELLA STANDARD DRAWINGS AND TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), MOST CURRENT EDITIONS AND THESE APPROVED PLANS.
- THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF THE MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETE AND INCOMPLETE UNTIL ACCEPTED BY THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
- THE CONTRACTOR SHALL OBTAIN AND REVIEW ALL NECESSARY STANDARDS, PLANS, AND SPECIFICATIONS IN DETAIL PRIOR TO START OF CONSTRUCTION. ALL DOCUMENTS, INCLUDING APPROVED PLANS AND REFERENCED STANDARDS SHALL BE ON-SITE AT ALL TIMES. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY INSPECTOR PRIOR TO WORK IN THAT AREA.
- ALL ELEVATIONS SHOWN TO BE EXISTING FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- PRIOR TO BEGINNING ANY WORK, CONTRACTOR SHALL SECURE A CITY OF COACHELLA PERMIT FOR CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE CITY OF COACHELLA (760) 398-5744, 72 HOURS PRIOR TO STARTING ANY WORK. A PRE-CONSTRUCTION MEETING SHALL BE SET UP WITH THE CITY OF COACHELLA ENGINEERING DEPARTMENT AND ALL AFFECTED UTILITY COMPANIES SHALL BE PRESENT.
- CONTRACTOR SHALL CALL U.S.A., UNDERGROUND SERVICE ALERT, AT 1-800-227-2600 AND SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES 24 HOURS IN ADVANCE OF THE COMMENCEMENT OF CONSTRUCTION.
- OSHA SAFETY ORDERS AND OSHA CONFINED SPACE ENTRY REQUIREMENTS SHALL BE FOLLOWED AT ALL TIMES WITHOUT EXCEPTION.
- THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE BY CITY OF COACHELLA IN ACCORDANCE WITH THE CITY OF COACHELLA STANDARD SPECIFICATIONS.
- QUANTITIES SHOWN HEREON ARE FOR ESTIMATE PURPOSES ONLY. NEITHER THE DESIGN ENGINEER NOR THE CITY OF COACHELLA GUARANTEE THE ACCURACY OR COMPLETENESS OF THE CONSTRUCTION QUANTITIES.
- CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER SHOWING THE DESIGN OF SHORING, BRACING, SLOPING, OR OTHER PROVISIONS TO BE MADE FOR PROTECTION OF WORKERS FROM THE HAZARD OF CAVING GROUND DURING TRENCH EXCAVATION AND PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET OR MORE IN DEPTH. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE CITY OF COACHELLA INSPECTOR PRIOR TO EXCAVATION.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS WAS OBTAINED BY AVAILABLE RECORDS SEARCH BY THE DESIGN ENGINEER. TO THE BEST OF THE DESIGN ENGINEER'S KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITIES OR STRUCTURES NOT SHOWN, OR IN A DIFFERENT LOCATION FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- APPROVAL OF THIS PLAN BY THE CITY OF COACHELLA DOES NOT CONSTITUTE A REPRESENTATION OF THE ACCURACY OF THE LOCATION OF, OR THE EXISTENCE OR NON-EXISTENCE OF, ANY UNDERGROUND UTILITY, PIPE, OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL LOCAL, STATE, AND FEDERAL SAFETY REGULATIONS INCLUDING, BUT NOT LIMITED TO, TRENCH SAFETY AND CONFINED SPACE ENTRY.
- SOILS REPORTS SHALL BE SUBMITTED TO THE CITY OF COACHELLA BY A QUALIFIED SOILS ENGINEER WHICH CERTIFIES THAT TRENCH BACKFILL WAS COMPACTED AS DIRECTED BY THE SOILS ENGINEER IN ACCORDANCE WITH ON SITE EARTHWORK SPECIFICATIONS AND THE CITY OF COACHELLA STANDARD SPECIFICATIONS.
- ALL REVISIONS TO DRAWINGS SHALL BE APPROVED BY THE CITY ENGINEER IN WRITING PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR KEEPING COMPLETE RECORD OF CHANGES AND SHALL MAKE SUCH RECORD AVAILABLE TO THE DESIGN ENGINEER. THE PRIVATE ENGINEER SHALL PROVIDE AS-BUILT DRAWINGS TO THE CITY OF COACHELLA FOR REVIEW AND APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTATION. IF ANY SURVEY MONUMENTS ARE DISTURBED OR DESTROYED, THE CONTRACTOR SHALL RETAIN A LICENSED SURVEYOR TO RE-ESTABLISH AND RECORD THE MONUMENT CHANGE PER STATE LAW.
- CONTRACTOR SHALL NOT INTERRUPT OR DISTURB ANY UTILITY FACILITY WITHOUT AUTHORITY FROM THE UTILITY COMPANIES. WHERE PROTECTION IS REQUIRED TO ENSURE INTEGRITY OF UTILITY FACILITIES (INCLUDING CITY-OWNED UTILITIES), CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY PROTECTION.

CONSTRUCTION NOTES & ESTIMATE QUANTITIES

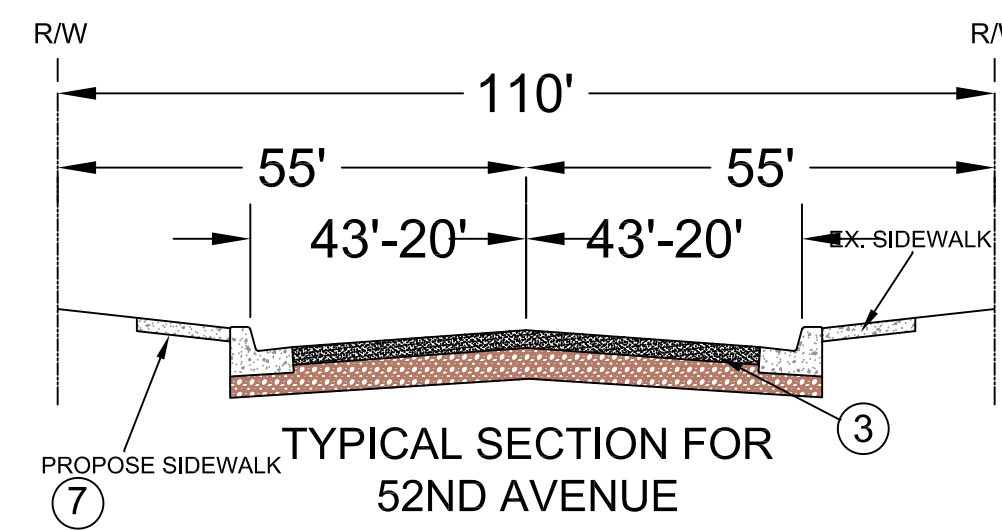
NO.	DESCRIPTION	ESTIMATE QUANTITIES
1	PROTECT IN PLACE	
2	REMOVE EXISTING ASPHALT TO 2" DEPTH	278,500 SF
3	CONSTRUCT 2" OF ASPHALT CONCRETE PAVEMENT OVER RE-COMPACTED EXISTING BASE GRADE	278,500 SF
4	REMOVE AND REPLACE 8" CURB AND GUTTER PER C.O.C. STD. S-8	2,050 LF
5	REMOVE EXISTING DRIVEWAY APPROACH	4 EA
6	INSTALL COMMERCIAL DRIVEWAY PER C.O.C. STD. S-18	4 EA
7	INSTALL 6 FOOT WIDE SIDEWALK PER C.O.C S-25.1	2,123 LF
8	INSTALL 6" CURB OVER 6" AB PER C.O.C STD. S-10	767 LF
9	REMOVE AND REPLACE CROSS GUTTER PER C.O.C. STD. S-14	40 LF
10	REMOVE AND REPLACE CATCH BASIN PER C.O.C. STD. SD-1.1 & SD-2	1 EA
11	ADJUST EXISTING WATER VALVES TO FINAL GRADE PER CVWD STD W-17 & W-18	17 EA
12	ADJUST EXISTING SEWER MH TO FINAL GRADE PER CSD STD D-10	15 EA
13	RESET AND ADJUST SURVEYING MONUMENTS (BY CITY)	8 EA
14	REMOVE EXISTING PALM TREE	1 EA
15	ADJUST UTILITY BOX OR MH TO FINAL GRADE	
16	PAINT YELLOW TRAFFIC LINES AND INSTALL RPM IF APPLICABLE PER CALTRANS STD. A20A & A20B	
17	PAINT WHITE TRAFFIC LINES, AND INSTALL RPM IF APPLICABLE, PER NOTED CALTRANS STD. A20A	
18	PAINT 4" SOLID WHITE LINE	
19	PAINT WHITE PAVEMENT MARKINGS, PER CALTRANS STD. A24A	
20	PAINT BIKE MARKINGS WITH CYCLE GRIP MMAX GREEN PAINT. SEE DETAIL (.....)	
21	PAINT DETAIL 39A PER CALTRANS STD. PLAN A20D WITH CYCLE GRIP MMAX PAINT. SE DETAIL (.....)	
22	PAINT WHITE CROSSWALK PER CALTRANS STD.	

GENERAL SIGNING AND STRIPING NOTES:

- ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD).
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, 811, AND ALL CONCERNED UTILITIES COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION.
- ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZES. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS PLANS DETAILS. STENCILS FOR PAVEMENT MARKINGS SHALL MATCH CALTRANS STANDARD PLANS.
- THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKING SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
- ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES, UNLESS NOTED OTHERWISE ON PLAN SHEETS.
- ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
- ALL CROSSWALKS, LIMIT LINES, STOP BARS, PAVEMENT MARKINGS, AND TRAFFIC STRIPES SHALL BE PAINT.
- THE CONTRACTOR SHALL FURNISH AND INSTALL RAISED PAVEMENT MARKERS (RPMs) WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMs WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2 INCHES SQUARE GALVANIZED STEEP POST WITH BREAKAWAY POST ANCHOR. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL LAYOUT (CAT-TRACK) THE PROPOSED TRAFFIC STRIPES, CROSSWALKS, LIMIT LINES, AND PAVEMENT MARKINGS IN ACCORDANCE WITH THE PLANS WITHIN THREE WORKING DAYS OF FINAL PAVING. CONTACT CITY OF COACHELLA TRAFFIC OPERATIONS TO OBTAIN APPROVAL OF LAYOUT PRIOR TO ACTUAL INSTALLATION.
- THE CONTRACTOR SHALL COORDINATE ALL SIGNING AND STRIPING WORKS THROUGH ENGINEER PRIOR TO OPENING NEW ROADWAYS AND/OR EXISTING ROADWAYS TO NEW SIGNING AND STRIPING IN ACCORDANCE WITH THE PLANS.
- AL EXISTING ASPHALT SHALL BE "FOG SEALED" UPON REMOVAL OF TRAFFIC STRIPES AND PAVEMENT MARKINGS. (UNLESS OTHERWISE APPROVED OR DIRECTED BY THE CITY)
- REFRESH STRIPING IN ADJACENT AREAS AND APPROACHES.
 - EXISTING THERMO SHALL BE REFRESHED AND/OR REPLACED WITH PAINT
 - EXISTING PAINT SHALL BE REFRESHED AND/OR REPLACED IN PAINT
- PRIMER SHALL BE REPLACED IN ANY AREA WITH CONCRETE PRIOR TO STRIPING.
- ANY EXPOSED STRIPING OR STRIPING EXPOSED AFTER REMOVALS SHALL BE REMOVED TO THE SATISFACTION OF THE CITY BY GRINDING AND/OR BLACKING OUT PRIOR TO APPLICATION OF PAINT, THERMO OR SLURRY SEAL.



NOTE: CONTRACTOR SHALL RE-STRIPE REHABILITATED ROADWAYS TO MATCH EXISTING. CONTRACTOR SHALL INSTALL RPMs, AND IDENTIFY ALL CATCH BASINS OR INLETS AND PROTECT WITH THE CORRECT BEST MANAGEMENT PRACTICE PLAN.



SHEET INDEX

NO.	DESCRIPTION
1	COVER SHEET
2	PLANS: 52ND AVENUE IMPROVEMENTS
3	PLANS: 52ND AVENUE STRIPING PLANS
4	PLANS: 52ND AVENUE STRIPING PLANS

STREET NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION, INCLUDING, BUT NOT LIMITED TO SEWER, WATER, ELECTRIC, GAS, DRAINAGE, TELEPHONE, CABLE TV, ETC.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ADJACENT PROPERTY OWNERS FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS FROM ANY AND ALL WORK IN CONJUNCTION WITH CONSTRUCTION OF THESE IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ON-SITE, OFF-SITE, AND ADJACENT UTILITIES, FACILITIES, AND PROPERTY AND SHALL CARRY SUFFICIENT INSURANCE TO PROTECT THE CITY AND THE ADJACENT PROPERTY.
- DEPTH OF BASE MATERIALS AND A.C. PAVING SHALL BE DETERMINED BY THE R-VALUE METHOD, DESIGNATED AS TEST NO. 301-F OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, HIGHWAY DESIGN MANUAL.
- STREET PAVING SHALL BE INSTALLED IN TWO (2) LIFTS: TOP COURSE 1-1/2" THICK (MINIMUM) 1/2" A.C. PG-70.10 (D1) AND BOTTOM COURSE 2-1/2" THICK (MINIMUM), 3/4" A.C. PG-70-10 (C2).
- WHEEL CHAIR RAMPS SHALL BE CONSTRUCTED AT ALL CURB RETURNS IN CONFORMANCE WITH CITY STANDARD DRAWING S-26 AND ADA REQUIREMENTS.
- THE CONTRACTOR SHALL INSTALL STREET NAME AND STOP SIGNS CONFORMING TO THE CITY STANDARD DRAWING S-27.
- ALL MANHOLE COVERS AND WATER VALVE COVERS SHALL BE ADJUSTED TO GRADE AFTER THE STREETS HAVE BEEN FINAL PAVED PER CITY STDs.
- ALL PRIVATE STREETS AND DRIVEWAYS SHALL BE CONSTRUCTED TO THE STRUCTURAL SECTION DETERMINED BY THE CITY ENGINEER.
- TRIM (SAWCUT) EDGE OF EXISTING PAVEMENT WHERE NEW PAVING JOINS EXISTING TO FORM A CLEAN, SMOOTH STRAIGHT LINE.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF COACHELLA ENGINEERING DEPARTMENT, 619-398-5744, 72 HOURS PRIOR TO STARTING ANY STREET WORK.
- ALL WORKS SHALL CONFORM WITH THE CITY OF COACHELLA IMPROVEMENT STANDARDS AND SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) LATEST EDITION AND THESE PLANS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTY OWNERS FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND / OR DEPOSITION OF DEBRIS FROM ANY AND ALL WORK IN CONJUNCTION WITH CONSTRUCTION OF THESE IMPROVEMENT PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETE AND INCOMPLETE UNTIL ACCEPTED BY THE CITY.

811 Know what's below. Call before you dig.

DIGALERT Underground Service Alert

Section 4216/4216.9 of the Government Code requires a DIG ALERT Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number Call Underground Service Alert 811 two working days before you dig

NO.	REVISION	DATE	APPR.

BENCH MARK: _____ ELEV. _____

DESCRIPTION:



APPROVED BY:

ANDREW R. SIMMONS P.E. ~ CITY ENGINEER DATE _____

R.C.E. 72868

RECOMMENDED FOR APPROVAL BY:

N. RODRIGUEZ - ASSISTANT ENGINEER DATE _____

SCALE: 1"=40'

PLOT DATE: 10/01/24

DESIGNED BY: ERP

DRAWN BY: ERP

CHECKED BY: _____

CITY OF COACHELLA

53990 ENTERPRISE WAY
COACHELLA, CALIFORNIA 92236
(760) 398-5744

CITY OF COACHELLA

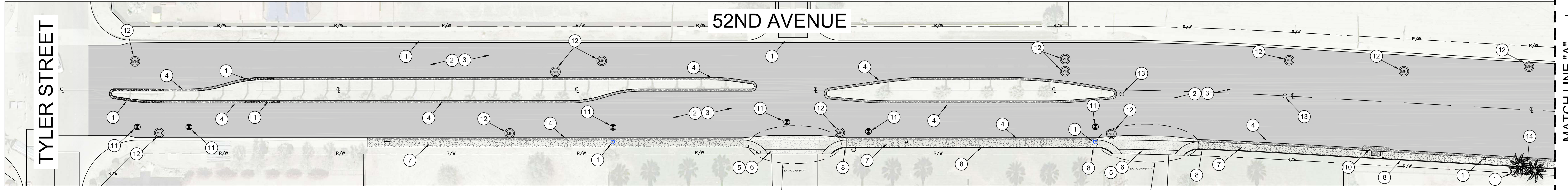
STREET IMPROVEMENT PLANS

52nd Avenue

TITLE SHEET

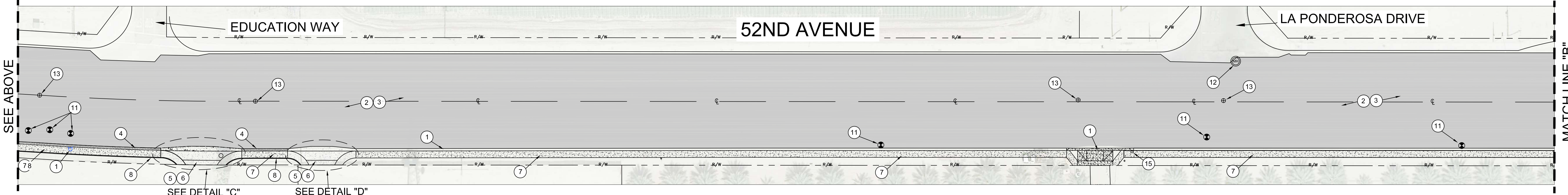
SHEET 1 OF 4 SHEETS

F.B.



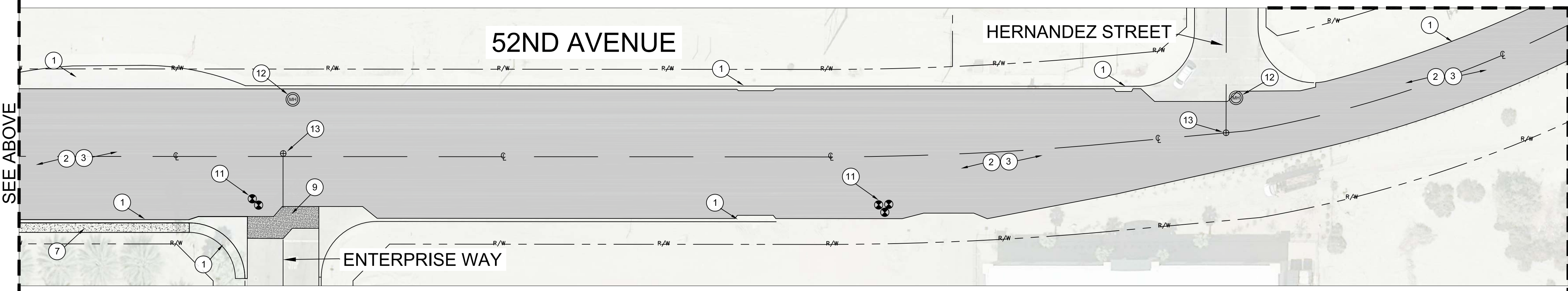
SEE DETAIL "A" ON SHEET 1

SEE DETAIL "B" SHEET 1



SEE DETAIL "C" ON SHEET 1

SEE DETAIL "D" ON SHEET 1

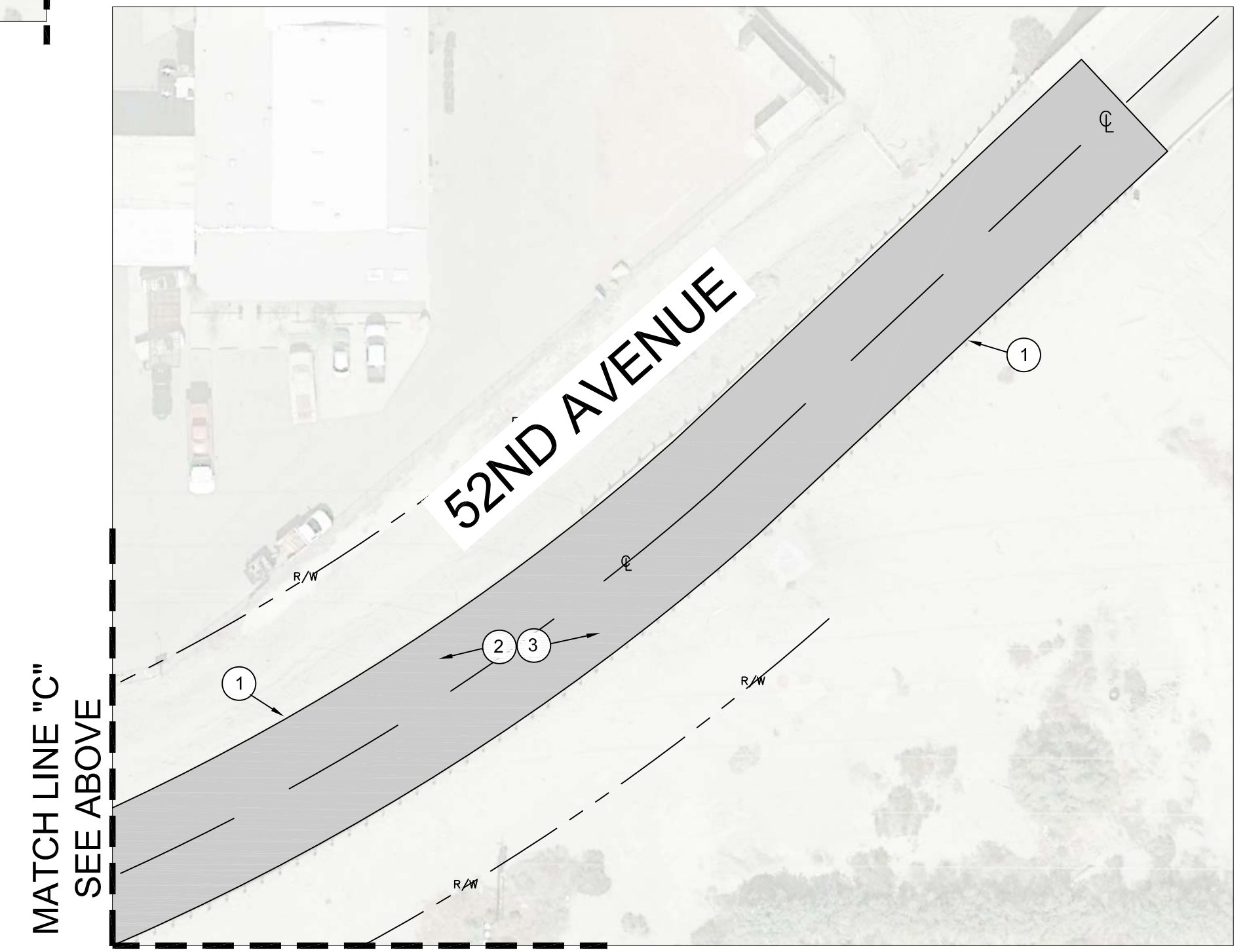
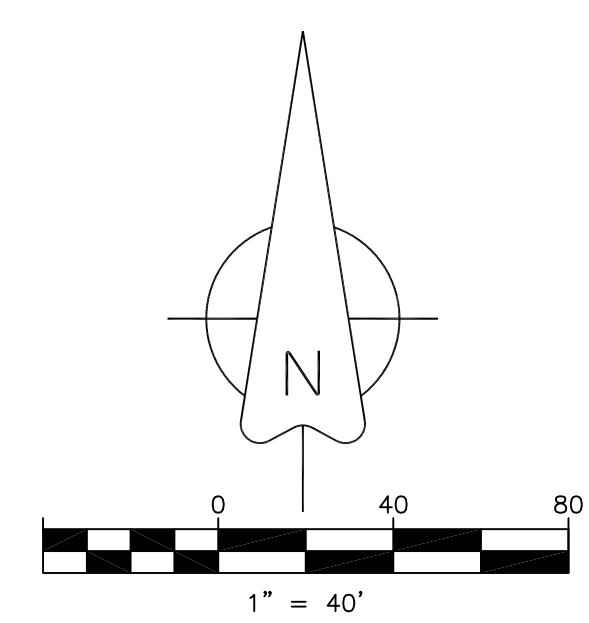


CONSTRUCTION NOTES

①	PROTECT IN PLACE
②	REMOVE EXISTING ASPHALT TO ?" DEPTH
③	CONSTRUCT ?" OF ASPHALT CONCRETE PAVEMENT OVER RE-COMPACTED EXISTING BASE GRADE
④	REMOVE AND REPLACE 8" CURB AND GUTTER PER C.O.C. STD. S-8
⑤	REMOVE EXISTING DRIVEWAY APPROACH
⑥	INSTALL COMMERCIAL DRIVEWAY PER C.O.C. STD. S-18
⑦	INSTALL 6 FOOT WIDE SIDEWALK PER C.O.C S-25.1
⑧	INSTALL 6" CURB OVER 6" AB PER C.O.C STD. S-10
⑨	REMOVE AND REPLACE CROSS GUTTER PER C.O.C. STD. S-14
⑩	REMOVE AND REPLACE CATCH BASIN PER C.O.C. STD. SD-1.1 & SD-2
⑪	ADJUST EXISTING WATER VALVES TO FINAL GRADE PER CVWD STD W-17 & W-18
⑫	ADJUST EXISTING SEWER MH TO FINAL GRADE PER CSD STD D-10
⑬	RESET AND ADJUST SURVEYING MONUMENTS (BY CITY)
⑭	REMOVE EXISTING PALM TREE
⑮	ADJUST UTILITY BOX OR MH TO FINAL GRADE

LEGEND

- REMOVE EXISTING A.C. PAVEMENT AND COMPACT EXISTING BASE GRADE. INSTALL ?-INCHES OF ASPHALT CONCRETE PAVEMENT
- EXISTING CONCRETE
- NEW CONCRETE
- EXISTING RIGHT OF WAY
- EXISTING CENTER LINE
- EXISTING WATER VALVE
- EXISTING SEWER MANHOLE



811 Know what's below. Call before you dig.

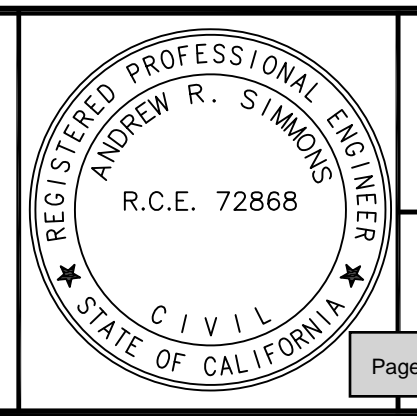
DIG ALERT
Underground Service Alert

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NO.	REVISION	DATE	APPR.

BENCH MARK: _____ ELEV. _____

DESCRIPTION:



APPROVED BY:

ANDREW R. SIMMONS P.E. ~ CITY ENGINEER _____ DATE _____
R.C.E. 72868

RECOMMENDED FOR APPROVAL BY:

N. RODRIGUEZ - ASSISTANT ENGINEER _____ DATE _____

SCALE: 1" = 40'

PLOT DATE: 10/01/24

DESIGNED BY: ERP

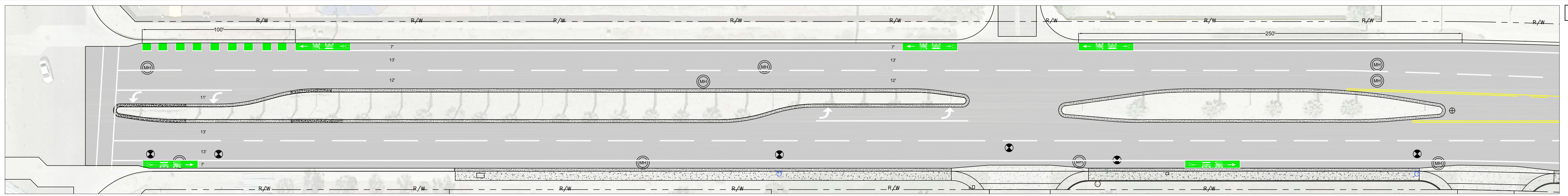
DRAWN BY: ERP

CHECKED BY: _____

CITY OF COACHELLA

53990 ENTERPRISE WAY
COACHELLA, CALIFORNIA 92236
(760) 398-5744

**CITY OF COACHELLA
STREET IMPROVEMENT PLANS
52ND AVENUE
CONSTRUCTION PLAN**



CONSTRUCTION NOTES

16	PAINT YELLOW TRAFFIC LINES AND INSTALL RPM IF APPLICABLE PER CALTRANS STD. A20A & A20B	
17	PAINT WHITE TRAFFIC LINES, AND INSTALL RPM IF APPLICABLE, PER NOTED CALTRANS STD. A20A	
18	PAINT 4" SOLID WHITE LINE	
19	PAINT WHITE PAVEMENT MARKINGS, PER CALTRANS STD. A24A	
20	PAINT BIKE MARKINGS WITH CYCLE GRIP MMAX GREEN PAINT. SEE DETAIL (.....)	
21	PAINT DETAIL 39A PER CALTRANS STD. PLAN A20D WITH CYCLE GRIP MMAX PAINT. SE DETAIL (.....)	
22	PAINT WHITE CROSSWALK PER CALTRANS STD.	

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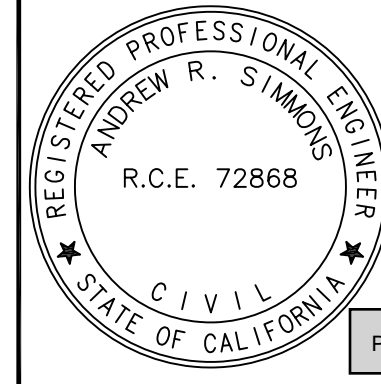


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NO.	REVISION	DATE	APPR.

BENCH MARK: _____ ELEV. _____

DESCRIPTION:



APPROVED BY: _____ DATE _____

ANDREW R. SIMMONS P.E. ~ CITY ENGINEER
R.C.E. 72868

RECOMMENDED FOR APPROVAL BY: _____ DATE _____

N. RODRIGUEZ - ASSISTANT ENGINEER

SCALE: 1" = 30'

PLOT DATE: 10/01/24

DESIGNED BY: ERP

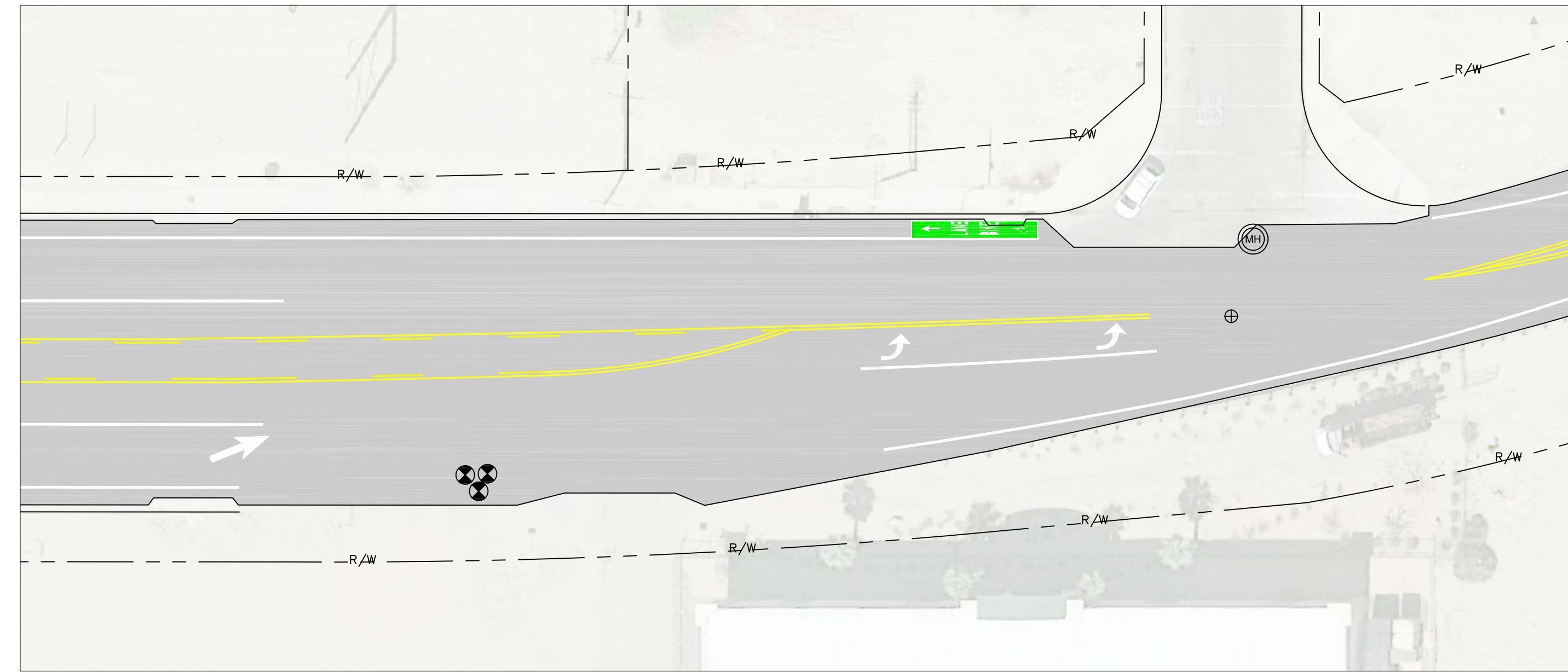
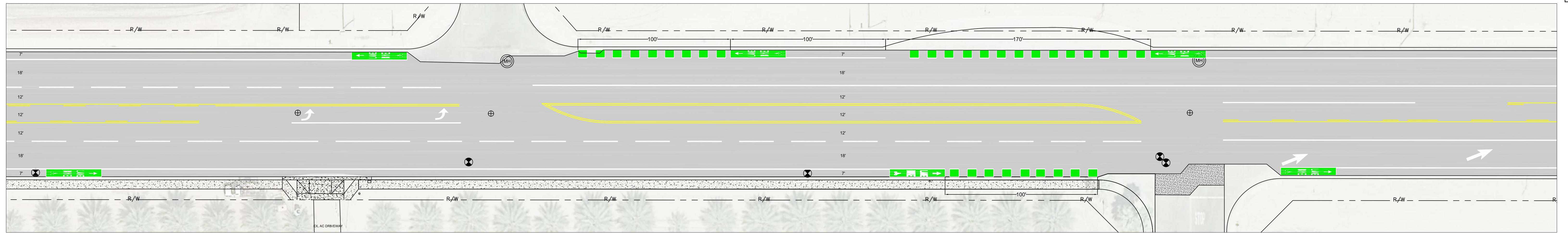
DRAWN BY: ERP

CHECKED BY: _____

CITY OF COACHELLA
 53990 ENTERPRISE WAY
 COACHELLA, CALIFORNIA 92236
 (760) 398-5744

**CITY OF COACHELLA
 STREET IMPROVEMENT PLANS
 52ND AVENUE
 STRIPING PLAN**

SHEET 3 OF 4 SHEETS
 F.B.



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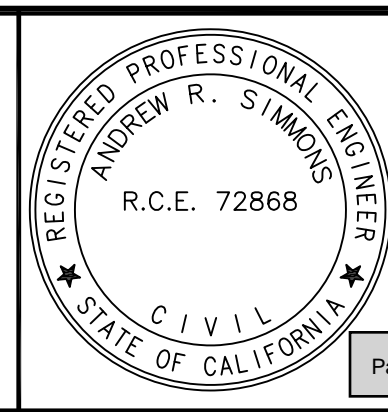


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NO.	REVISION	DATE	APPR.

BENCH MARK: _____ ELEV. _____

DESCRIPTION:



APPROVED BY:
 ANDREW R. SIMMONS P.E. ~ CITY ENGINEER _____ DATE _____
 R.C.E. 72868

RECOMMENDED FOR APPROVAL BY:
 _____ DATE _____
 N. RODRIGUEZ - ASSISTANT ENGINEER

SCALE: 1"=30'

PLOT DATE: 10/01/24

DESIGNED BY: ERP

DRAWN BY: ERP

CHECKED BY:

CITY OF COACHELLA
 53990 ENTERPRISE WAY
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 (760) 398-5744

**CITY OF COACHELLA
 STREET IMPROVEMENT PLANS
 52ND AVENUE
 STRIPING PLAN**

SHEET 4 OF 4 SHEETS
 F.B.



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Adopt Resolution No. 2024-33 Allocating \$500,000 in American Rescue Plan Act (ARPA) Funds toward the Coachella Home Enhancement Program (HEP) and Authorizing the City Manager to Enter into an Agreement with the County of Riverside Housing and Workforce Solutions to Administer the HEP Program

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2024-33 allocating \$500,000 in American Rescue Plan Act (ARPA) Funds toward the Coachella Home Enhancement Program (HEP) and authorizing the City Manager to enter into an agreement with the County of Riverside Housing and Workforce Solutions to administer the HEP program.

BACKGROUND:

The American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the COVID-19 pandemic. The Coronavirus Local Fiscal Recovery Fund (Fund) provides for payments to non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000. The City Council adopted a resolution on July 21, 2021, accepting its ARPA allocation \$10,942,698.

DISCUSSION/ANALYSIS:

Allocating the \$500,000 in ARPA funds to the Coachella Home Enhancement Program. (HEP) will augment the CDBG-funded HEP Program by increasing the number of households served. Based on the maximum allowable grant amount of up to \$50,000, approximately ten (10) additional residential structures will be rehabilitated with ARPA funds. The HEP provides grants to rehabilitate stick-built and manufactured or modular homes, and owner-occupied single-family residences in the City of Coachella. HEP grants are only used to assist low-income, qualified homeowners with exterior repairs. The \$50,000 maximum grant amount will allow for weatherization repairs, including roof replacement on smaller residential dwellings. The eligible repairs are limited to those necessary for the health and safety of the occupants and other items necessary to bring the property into code compliance. The term of the ARPA funding for the

implementation of the HEP is for the period of one (1) year from July 1, 2024 to termination on June 30, 2025.

Eligible Repairs

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

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

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

Exterior Repairs:

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

ALTERNATIVES:

1. Adopt Resolution No. 2024-33 Allocating \$500,000 in American Rescue Plan Act (ARPA) Funds toward the Coachella Home Enhancement Program (HEP) and authorizing the City Manager to enter into an agreement with the County of Riverside Housing and Workforce Solutions to administer the HEP program.
2. Not Adopt Resolution No. 2024-33 Allocating \$500,000 in American Rescue Plan Act (ARPA) Funds toward the Coachella Home Enhancement Program (HEP) and authorizing the City Manager to enter into an agreement with the County of Riverside Housing and Workforce Solutions to administer the HEP program.

FISCAL IMPACT:

The City is using \$500,000 of allocated ARPA funds to implement this program.

ATTACHMENTS:

1. Resolution No. 2024-33
2. Subrecipient Agreement

RESOLUTION NO. 2024-33**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING RESOLUTION NO. 2024-33 TO ALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE USE OF FISCAL YEAR 2024-2025 IN THE AMOUNT OF \$500,000 FOR THE CITY OF COACHELLA HOME ENHANCEMENT PROGRAM (HEP) AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF RIVERSIDE HOUSING AND WORKFORCE SOLUTIONS TO ADMINISTER THE HEP PROGRAM**

WHEREAS, the City, as a recipient of the American Rescue Plan Act funds (ARPA), may contract with subrecipients for the furnishing of such services for the City or any Department thereof; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in the City of Coachella; and

WHEREAS, the pandemic both caused and magnified negative impacts on residents of the City, particularly low- and moderate-income families, regarding public health, food and housing insecurity, childcare, among other areas; and

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders that had been in place limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variant; and

WHEREAS, City Staff has confirmed that the Home Enhancement Program qualifies for ARPA funding under the general Federal Guidelines; and

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

WHEREAS, through this agreement, the City agreed to undertake and assist with the community development activities within its jurisdiction, by utilizing CDBG Entitlement Funds for its City of Coachella Home Enhancement Program; and

WHEREAS, the term of the Subrecipient Agreement for the implementation of the City of Coachella Home Enhancement Program is for the period of one (1) year from July 1, 2024 to termination on June 30, 2025; and

WHEREAS, as a recipient of these funds, the County of Riverside Housing and Workforce Solutions is a sub-recipient of ARPA funds and must comply with all requirements regarding the use and reporting for expenditures of ARPA funds.

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

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

Section 2. Title. Adopt Resolution No. 2024-33 to Allocate American Rescue Plan Act (ARPA) Funds for the Use of Fiscal Year 2024-2025 in the Amount of \$500,000 for the City of Coachella Home Enhancement Program (HEP) Authorizing the City Manager to Enter into an Agreement with the County of Riverside Housing and Workforce Solutions to Administer the HEP Program.

PASSED, APPROVED and ADOPTED this 9th day of October 2024.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2024-33 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9^h day of October, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

**SUBRECIPIENT GRANT AGREEMENT FOR THE USE OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

This SUBRECIPIENT GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS (“Agreement”) is made and entered into as of the Effective Date (defined herein), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“SUBRECIPIENT”) and the CITY OF COACHELLA, a municipal corporation (“CITY”). SUBRECIPIENT and CITY may be individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement is for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act.”

RECITALS

WHEREAS, the CITY, as a recipient of ARPA funds under the State and Local Fiscal Recovery Funds (“SLFRF”) program, may contract with sub-recipients for the furnishing of such services to, of, or for the CITY or any Department thereof; and

WHEREAS, sub-recipients under the SLFRF program are entities that receive a sub award from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient; and

WHEREAS, as a recipient of these funds, COUNTY OF RIVERSIDE is a sub-recipient of SLFRF funds and must comply with all requirements regarding the use and reporting of expenditures of SLFRF funds; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in the CITY; and

WHEREAS, the pandemic has both caused and magnified negative impacts on residents of the CITY, particularly low- and moderate-income families, as it pertains to issues of public health, food and housing insecurity, and childcare, among other areas; and

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variants; and

WHEREAS, increasing and preserving affordable housing to address homelessness is an eligible use of ARPA funds and

WHEREAS, through this Agreement, the Parties agree to set forth terms and conditions concerning the allocation, administration, and distribution of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) from the CITY’S ARPA funds; and

WHEREAS, these funds will enable SUBRECIPIENT to continue managing a home rehabilitation program (“Program”) that provides assistance to homeowners within the City of Coachella to address substandard housing by correcting health and safety hazards in deteriorated housing units, and maintain and extend the life of existing affordable housing inventory; and

WHEREAS, SUBRECIPIENT will assist the CITY in administering and distributing the ARPA funds for the Program in City of Coachella.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS

1. **Disbursement of Funds.** Upon the Parties’ execution of this Agreement, the CITY will transmit to and deposit with SUBRECIPIENT the sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) in ARPA funds. To effectuate the provisions of this section, the City Manager shall have the authority to offset all, or any portion of the amount described in this section against amounts due to SUBRECIPIENT, under this Agreement or any other agreement between SUBRECIPIENT and the CITY.
2. **Eligibility.** Eligibility for the Program managed by SUBRECIPIENT shall be limited to homeowners living within the jurisdictional boundaries of the CITY as further described as follows:

Jurisdictional Boundaries. As defined by the US Department of The Treasury regarding disbursement of ARPA funds, the 2022 final rule clarified that recipients may transfer funds to any entity to carry out, as a SUBRECIPIENT, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. SUBRECIPIENT agrees that all homeowners funded with the monies provided will be within the jurisdictional boundaries of the CITY.
3. **Use of Unallocated Funds.** Upon written request by the City Manager, SUBRECIPIENT shall promptly return any ARPA Funds that were unused or undistributed during the term of this Agreement to CITY for possible redistribution to other federal ARPA-eligible programs authorized by the CITY.
4. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2025 (“Term”), unless earlier terminated by either Party or unless all APRA Funds have been distributed by SUBRECIPIENT, as set forth in this Agreement.

5. Services Provided by SUBRECIPIENT. The COUNTY OF RIVERSIDE shall be responsible for performing the following services to operate and administer Home Rehabilitation Program (HRP):

a. Identify homeowners in need of repairs with household incomes at or below 80% of the Area Median Income (AMI). The applicant must be the owner-occupant of the property. The property must be located within the City of Coachella. Property taxes must be current. One homeowner must be either a US Citizen or a Qualified Alien as per Section 431 of the Personal Responsibility and Work Opportunity Act (PRWORA).

b. Enter into and administer HRP Grant Agreement, HRP General Contractor Agreement and HRP Covenant Agreement with low-income qualified homeowners in the City of Coachella to identify and complete home repairs and disability accessibility improvements, which include minor roof repairs, broken/missing windows, exterior paint, fence repair, and other eligible exterior/interior improvements. The maximum grant amount is fifty thousand Dollars (\$50,000). The HRP grant is a one-time benefit regardless of the total grant amount awarded.

c. Conduct on-site inspection; prepare statement of work; solicit minimum of three (3) bids from licensed general contractors; select the lowest, most responsive, and most efficient bidder; conduct pre-construction conference, pay disbursements to contractor (retaining 25% to ensure completion); and upon receipt of the completion notice from homeowner, invoice and conditional release from Contractor certifying repairs are complete, County shall conduct a final inspection in cooperation with homeowner and contractor and release final payment.

d. Ensure participating homeowners enter five (5) year covenant agreement that restricts the use of the property to an affordable single-family dwelling, encumbers the land and restricts the sale and future loans against the property for the duration of the agreement, and requires the property owner to provide continued maintenance of the entire property interior and exterior for the duration of the agreement.

6. Reporting Requirements. SUBRECIPIENT shall provide the CITY with quarterly reports and one final report, in a format reasonably designated by the CITY, detailing (a) all applications received, processed, and approved; and (b) all amounts disbursed to qualifying homeowners. In addition, the CITY reserves the right to require written reports from SUBRECIPIENT, at reasonable intervals until all ARPA funds have been dispersed, and in a format reasonably designated by the CITY. These reports shall include, among other information, the receipts, use and disbursement of all ARPA Funds. SUBRECIPIENT understands and agrees that the ARPA Funds are provided as a sub award of Local Fiscal Recovery Funds under ARPA; that SUBRECIPIENT, as a subrecipient of the ARPA Funds, shall cooperate with CITY to ensure compliance with ARPA and its implementing rules, regulations, reporting and recordkeeping requirements, including without limitation cooperation, as requested, in connection with the CITY'S preparation of interim reports,

project and expenditure reports and recovery plan performance reports, and any other reports required by the US Treasury.

- 7. Single Audit Act Amendments of 1996 (Single Audit Act).** The Single Audit Act Amendments of 1996 (Single Audit Act) were enacted to streamline and improve the effectiveness of audits of federal awards expended by states, local governments, and not-for-profit entities, as well as to reduce audit burdens. Amendments include uniform administrative requirements, cost principles, and audit requirements for federal awards found in Chapter 2 of the Federal Acquisition Regulations, Part 200. Single Audits are required when a non-federal entity expends \$750,000 or more in federal funds in one year. Single Audits are performed by independent auditors and encompass both financial and compliance components.

The CITY will be subject to future audits of these funds; the audits will be conducted by the CITY'S external auditors and be reviewed by the Inspector General's Office or the Government Accountability Office. The key to withstanding any future audit will be the CITY'S ability to provide sufficient and appropriate documentation regarding the use of State and Federal funds in response to COVID-19. SUBRECIPIENT agrees to make any and all supporting documentation available to CITY within fifteen (15) working days of a request made by CITY.

- 8. Documentation and Record Retention.** The CITY shall maintain CITY documents in accordance with CITY'S Records Management Policy and record retention schedule. CITY and any subrecipient of Coronavirus Relief Funds must retain records for five years (5) after final payment is made and should be available on requests for audits. It should be noted that documents associated with this agreement could be subject to a Public Records Act request. If a request is made, CITY will respond to the request in accordance with the CITY'S Public Records Request Policy.
- 9. Non-Discrimination Requirements for Grantees.** SUBRECIPIENT agrees not to discriminate against any person seeking service or assistance because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, immigration status, membership or activity in a local commission, disability, sexual orientation, age, physical or mental disability.
- 10. Indemnification.** Each Party shall Indemnify, defend, protect, hold harmless, and release the other, its officers, agents, representatives, insurers, employees, and servants from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (Including attorneys' fees and costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, representatives, employees, servants, contractors, subcontractors, or invitees. The duty of a Party to Indemnify and hold harmless another Party shall not apply to injuries or damage for which such other Party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty to indemnify and hold harmless set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts,

disability benefit acts, or other employee benefit acts, and shall include the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnity/hold harmless provision survives the Agreement.

11. **Assignment.** This Agreement is not assignable by a Party, in either whole or in part, without the express consent of each other Party in the form of a formal written amendment to this Agreement.
12. **Governing Law & Jurisdiction.** The validity of this Agreement and of its terms, the rights and duties of the Parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venue either in Riverside County Superior Court or in the United States District Court for the Central District of California.
13. **Integration & Modification.** This Agreement supersedes any and all prior or contemporaneous agreements, representation, and understandings of or between the Parties, and the Parties warrant that they are not relying on any such prior representations. The Parties understand and agree that the terms of this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular except by a writing duly executed by the Parties, or their respective authorized representative(s).
14. **Severability.** In the event that, at any time subsequent to the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.
16. **State and Local Fiscal Recovery Fund Sub Recipient.** The monies referenced within this agreement represents a sub award of State and Local Fiscal Recovery (SLFRF) funds. As a recipient of these funds, SUBRECIPIENT is a subrecipient of SLFRF funds and must comply will all requirements regarding the use and reporting for expenditures of SLFRF funds. SUBRECIPIENT agrees to review and comply with the terms contained in the links provided in Attachments 1-3 for SLFRF-related documents detailing the compliance requirements for use of SLFRF funds as follows:
 - a. Attachment 1: Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds
 - b. Attachment 2: Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds

- c. Attachment 3: Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds
- d. And all other federal and state laws rules and regulations including those pertaining to providing funds to undocumented immigrants and all tax reporting requirements of the Internal Revenue Service. The COUNTY OF RIVERSIDE agrees to be responsible for any fines, penalties and audit fees resulting from non-compliance with the items listed in this section.

17. Insurance.

- a. Time for Compliance. RECIPIENT 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, RECIPIENT shall not allow any SUBRECIPIENT to commence work on any subcontract until it has provided evidence satisfactory to the CITY that the SUBRECIPIENT 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.
- b. 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 RECIPIENT, 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, RECIPIENT agrees to amend, supplement or endorse the policies to do so.
 - i. **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.
 - ii. **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.
 - iii. **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.

- iv. Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to RECIPIENT'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.
- c. Insurance Endorsements. Required insurance policies shall contain the following provisions, or RECIPIENT shall provide endorsements on forms approved by the CITY to add the following provisions to the insurance policies:
- i. 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 RECIPIENT; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, RECIPIENT 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.
 - ii. 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.
 - iii. 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.

- iv. **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.
- d. **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.
- e. **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 RECIPIENT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. RECIPIENT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its SUBRECIPIENTS.
- f. **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.
- g. **Evidence of Insurance.** The RECIPIENT, 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, RECIPIENT 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.
- h. **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.

- i. Enforcement of Agreement Provisions (non-estoppel). RECIPIENT acknowledges and agrees that actual or alleged failure on the part of the CITY to inform RECIPIENT of non-compliance with any requirement imposes no additional obligation on the CITY nor does it waive any rights hereunder.
- j. 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.
- k. Additional Insurance Provisions
 - i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by RECIPIENT, 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 RECIPIENT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
 - ii. 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 RECIPIENT or CITY will withhold amounts sufficient to pay premium from RECIPIENT payments. In the alternative, CITY may cancel this Agreement.
 - iii. The CITY may require the RECIPIENT to provide complete copies of all insurance policies in effect for the duration of the Project.
 - iv. 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.
 - v. 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 RECIPIENT from liability in excess of such coverage, nor shall it limit the RECIPIENT'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.
 - vi. RECIPIENT shall report to the CITY, in addition to RECIPIENT's insurer, any and all insurance claims submitted by RECIPIENT in connection with the Services under this Agreement.

1. Insurance for SUBRECIPIENTS. RECIPIENT shall include all SUBRECIPIENTS engaged in any work for RECIPIENT relating to this Agreement as additional insureds under the RECIPIENT's policies, or the RECIPIENT shall be responsible for causing SUBRECIPIENTS 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 SUBRECIPIENT's policies. All policies of Commercial General Liability insurance provided by RECIPIENT's SUBRECIPIENTS 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. RECIPIENT shall not allow any SUBRECIPIENT to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of SUBRECIPIENT's compliance with all insurance requirements under this Agreement, to the extent applicable. The RECIPIENT shall provide satisfactory evidence of compliance with this section upon request of the CITY.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have signed Agreement as of the Effective Date set forth above.

CITY OF COACHELLA
a General law City

COUTY OF RIVERSIDE,
a political subdivision of the
State of California

By: _____
Dr. Gabriel Martin
City Manager
City of Coachella

By: _____
Heidi Marshall
Director
Riverside Department of Housing
and Workforce Solutions

ATTEST:

APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: _____
City Clerk

BY: _____
Paula S. Salcido,
Deputy County Counsel

APPROVED AS TO FORM:

BY: _____
City Attorney

Attachment 1:

Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds:

Link: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

Attachment 2:

Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds

Link: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Attachment 3:

Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds

Link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide staff direction for 2024 Hometown Heroes Honorees.

STAFF RECOMMENDATION:

Provide staff direction for 2024 Hometown Heroes Honorees.

BACKGROUND:

The “Hometown Heroes” monument was created to recognize people who have contributed to the community and culture of our community. Currently, our “Hometown Heroes” include the following:

- Cesar Chavez; Civil Rights and Labor Leader
- Leonila Torres; Community Leader
- Linda Garza; Government Employee
- Elvira Acosta Murillo; Community Leader
- Severio “Cosmo” Lira Jr.; Commitment to Youth
- Raquel G. Medina; Community Volunteer
- Rich Ramirez; Educator and Mentor
- Chauncey Veatch; Educator and Mentor
- Juan Torres; Entrepreneur and Business Leader
- Joe and Maria Celia Munoz; Exceptional Citizens
- Julio Diaz, Antonio Diaz and Joel Diaz; Boxing Family Champions
- Eugenia Ortiz; Community Leader and Activist
- Clementine Olloque, Maria Carmona-Marron, Maria Serrano, Maria Munoz; Community Leaders and Activists
- Organización en California de Lideres Campesinas; Leaders and Community Activists
- Caballero Family, Boxing Family Champions
- Chris Romero, Exceptional Citizen
- Mary Lou Torres, Exceptional Citizen and Advocate
- Merlyn Hamner, Historian
- Joe Vega; Postmaster and Exceptional Citizen
- Lee Espinoza; Coach and Mentor
- CYSAS La Laja; Youth Sports Leaders
- Vanessa Madera; Youth Sports Leader

- Joe Ceja; Educator and Mentor
- Deputy David Solis; Exceptional Valor
- Mayor Yolanda R. Coba; Community Leader
- Enedina Rapan; Community Activist
- Enedina Rapan, Jesus Mota, Maria Hernandez, Prospero Montes, Jesus Sanchez; Inspirational Community Mentors
- Gabriela Fundora; Youth Sports Leader
- Citlalli Ortiz; Youth Sports Leader
- Cesar Sanchez, Entrepreneur and Business Leader
- Father Guy Wilson; Religious and Spiritual Leader
- Dr. Juan De Lara; Educator and Mentor
- Juanita Godwin; Community Leader and Youth Mentor
- Raices Cultura; Community Leader and Activists
- Rosa Lucas – Community Advocate and Activist
- Mario Lazcano; Community Leader and Activist
- Captain Frank Morales, Lieutenant Cesar Garcia, Engineer Danny Castro, Lieutenant George Torres; Coachella Volunteer Firefighters
- Clara Herrera and Clara Nieblas, Community Advocate and Activist
- Rosalia Plata; Community Advocate and Activist
- Baltazar Aguirre; Exceptional Citizen and Activist
- Maria Magdalena Rodriguez; Exceptional Citizen
- Sandra Ramirez; Exceptional Citizen
- Sebastian Fundora; Exceptional Athlete
- Bonifacio De La Cruz; Battalion Chief Coachella Fire Station No. 79
- ASM Eduardo Garcia; Community Advocate and Activist
- Emmanuel Martinez; Community Leader and Activist
- Susie Del Toro – Veterans Advocate & Activist
- Hon. Laura C. Garcia – Judge & Advocate
- Araceli De La Torre – Educator & Mentor
- Oralia Ortiz – Community Leader & Activist
- Ruben Gonzalez – Community Advocate & Activist
- Susie Del Toro – Veterans Advocate & Activist
- Hon. Laura C. Garcia – Judge & Advocate
- Araceli De La Torre – Educator & Mentor

DISCUSSION/ANALYSIS:

Annually during the City's Tree Lighting Ceremony the City has recognized individuals / organizations as Hometown Heroes; staff recommends selecting up to 5 recognitions per year. The selected Hometown Heroes are also recognized as the Grand Marshalls of the city's annual Holiday Parade.

Staff is requesting direction for 2024 Hometown Hero nominees. The City has requested community input from late August through early October using its social media platforms and received the following 2024 Hometown Heroes nominee recommendations (83 responses):

- | | |
|-----------------------------------|---------------------------|
| 1. Juan Torres | 21. Lizeth Rivera |
| ○ 2 responses | 22. Angel Chavez |
| 2. Steven Hernandez | ○ 7 responses |
| 3. Maria Ramirez | 23. Roberto "Rudo" Diaz ½ |
| 4. Sylvia Montenegro 1/6 | ○ 2 responses |
| ○ 6 responses | 24. Samantha Rhodes |
| 5. Lupe Gomez | 25. Damon Juarez |
| 6. Mrs. Rojas | 26. Mayra Pereza Higadera |
| 7. Johana Ramirez | 27. Jorge Ortiz |
| 8. Aaron Gasu 1/14 | 28. Oralia Ortiz |
| ○ 14 responses | 29. Josie Gonzalez |
| 9. Manuel Arriaga | 30. Diana Ramirez |
| 10. Carmen Montenegro | ○ 16 responses |
| 11. Pedro Ayón Jr. | 31. Desert Paws Sanctuary |
| 12. Lee Espinoza | 32. Robert Caballero |
| 13. Gabriel Martin | 33. Marcos Granados |
| ○ 2 responses | 34. Jasmin Ceja |
| 14. Diaz Brothers | ○ 3 responses |
| 15. Joe Ochoa | 35. Hector G. Morin |
| 16. Mariana Romero | 36. Ernesto Rosales |
| 17. Eva Alvarez | 37. Stephen Duffle Sr |
| 18. Rancho 3 Agavez de Cielo Azul | 38. Michael Arcieri |
| 19. Carnitas Boy | 39. Teresa Campos |
| 20. Luz Maria Aguilar | 40. Karina Andalon |

FISCAL IMPACT:

None.



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award professional services agreement to Grizzly Entertainment for \$35,000 for a drone show feature addition to the 2024 Holiday Tree Lighting Ceremony; approve allocation of \$35,000 from unallocated general fund reserves for award.

STAFF RECOMMENDATION:

Award professional services agreement to Grizzly Entertainment for \$35,000 for a drone show feature addition to the 2024 Holiday Tree Lighting Ceremony; approve allocation of \$35,000 from unallocated general fund reserves for award.

EXECUTIVE SUMMARY:

The City informally bid drone show services. The selection criteria used to identify the most qualified Proposer was based upon the highest scoring proposer; scoring was completed based upon a three-member panel. Each panelist member scored all proposals received per the below evaluation criteria (total points 100):

- Understanding of Work to be performed;
 - **20 pts**
- Demonstrated quality of firm;
 - **20 pts**
- Familiarity with City, County and State Procedures;
 - **15 pts**
- Firm's and Professional Staff References/Satisfaction of Clients;
 - **20 pts**
- Completeness and quality of the Proposal;
 - **10 pts**
- The price which the Proposer proposes to charge;
 - **15 pts**

Proposals and scores for firms included in the informal bid process:

	HireUAVPro	OpenSkyPro	DroneStudios	Grizzly Entertainment	PyroSpec
Scorer #1	66	79	63	98	59
Scorer #2	53	81	61	98	57
Scorer #3	73	74	69	98	52
Totals	192	234	193	294	168

In addition, to the five firms that provided proposals (shown above), three additional firms were non-responsive and did not submit proposals. Based on the score results, staff is recommending award to Grizzly Entertainment. The proposed agreement, will have a term beginning October 10, 2024 – December 4, 2024 and compensation in the amount of \$35,000.

FISCAL IMPACT:

Award of the proposed work will require allocation of \$35,000 from unallocated general fund reserves to the Holiday Tree Lighting/Holiday Parade event budget.

Attachments:

Proposed Agreement

CITY OF COACHELLA

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of October, 2024, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Grizzly Entertainment LLC, a corporation, with its principal place of business at 1135 Passage Street, Palm Springs, California, 92262 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 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 **drone light show** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the Coachella Holiday Tree Lighting Drone 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 **drone light show** 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 October 10, 2024 to December 4, 2024, 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.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. 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 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, City shall respond to Consultant's submittals in a timely manner. Upon request of 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 City.

3.2.4 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. 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: Themis Violaris.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this 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 Themis Violaris, or his or 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 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 City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, 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 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.

3.2.9 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 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 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 the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 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 subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

(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, 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 One Million Dollars (\$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 Services, 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 insureds with respect to the Services 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 Employers 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-:VII, 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.

3.2.11 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 life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 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" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty-Five Thousand Dollars (\$35,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

3.3.4 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 City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 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 certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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 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. 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.

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 documents 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.

3.5.2 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:

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

Consultant
Grizzly Entertainment LLC
 1135 Passage Street
 Palm Springs, CA 92262

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.

3.5.3.1 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”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

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 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.

3.5.4 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 Attorney’s 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 attorney’s fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to

property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages 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 City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

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 work days. All references to Consultant include all personnel, employees, agents, and subcontractors 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. 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 subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan 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.

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

Grizzly Entertainment LLC

By: _____
Dr. Gabriel D. Martin

By: _____

City Manager

Attest:

By: _____
City Clerk

Approved as to Form:

****Approved Form****
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Countdown light drone show at the Coachella Holiday Tree Lighting on December 4, 2024.
Show will consist of 300-350 Drones lasting approximately 10-15 minutes in show length.

EXHIBIT “B”

SCHEDULE OF SERVICES

October 10, 2024 – December 4, 2024

EXHIBIT “C”
COMPENSATION

Total compensation is not to exceed \$35,000.00



STAFF REPORT
10/9/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager
Bethany Aguiar, Student Intern

SUBJECT: Adopt Resolution No. 2024-57 Approve American Rescue Plan Act Funds (ARPA) for the State and Local Fiscal Recovery Fund (SLFRF) Program for the Business Management Program with the University of California, Riverside Extension (UCRX) in the amount of \$287,220.

STAFF RECOMMENDATION:

That the City Council adopt Resolution No. 2024-57 (Exhibit “A”), authorizing the appropriation of American Rescue Plan Act funds from the State and Local Fiscal Recovery Fund program for the Business Management Program with the University of California, Riverside Extension (UCRX) in the amount of two hundred eighty-seven thousand two hundred twenty dollars (\$287,220) and authorize the City Manager to execute the Agreement for Administration and Distribution of ARPA funds (Exhibit “B”).

BACKGROUND:

President Biden signed the American Rescue Plan Act (ARPA) into law on March 11, 2021. The legislation provides \$1.9 trillion in economic stimulus funds to assist in the recovery from the COVID-19 pandemic. One component of the legislation is the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, which provides funds directly to local jurisdictions to respond to the economic and public health impacts of COVID-19. The City of Coachella expects to receive \$10.94 million in total SLFRF due to its size and demographics.

City Staff identified a list of projects (Exhibit “C”) to implement utilizing ARPA funding with the input gathered through community outreach and the City Council, indicated below:

- Study Session I – August 25, 2021
- Study Session II – November 15, 2021
- Public Survey/Community Outreach – November 2021

ARPA program guidelines under “2022 Final Rule” was then released by the U.S. Department of the Treasury on January 6, 2022 and took effect on April 1, 2022, which provided substantial flexibility for local jurisdictions within the four separate eligible use categories identified below:

- Replace lost public sector revenue
- Support the COVID-19 public health and economic response
- Provide premium pay for eligible workers performing essential work
- Invest in water, sewer, and broadband infrastructure

On August 2023, the U.S. Department of the Treasury released additional guidelines and amendments to the SLFRP program under the 2023 Interim Final Rule, which are indicated below:

- Emergency Relief from Natural Disasters
- Surface Transportation Projects
- Title 1 Projects (projects that are eligible under the CDBG program)

Under the SLFRF program, funds must be obligated by December 31, 2024 and must be expended by December 31, 2026. On the April 26, 2024, UCRX provided the City with the proposal of the Business Management Program (Exhibit “D”).

DISCUSSION/ANALYSIS:

The Business Management Program is designed specifically for business professionals and entrepreneurs who are seeking to start their own business or those who currently own a business. There will be a well-established bilingual Business Readiness program for those who are starting out in business and a MicroMBA for those learners who need more advanced business concepts. The Business Readiness program will run for 6 weeks; the MicroMBA will run for 12 weeks; the Business English 1 and 2 will run for 4 weeks.

Business Management Program Details:

- MGT 898.13 - Business Readiness (2 units, non-credit, Spanish bilingual instruction provided): 6 weeks via online/hybrid modules
- MGT X493.46 – Micro MBA (4 units) Specialized Certificate: one 12-week quarter for a total of 40 hours
- Business English: ENGL 900.10 Business English 1 (2 units), ENGL 990.BE Business English 2 (2 units): twice a week for 4 weeks
- Scholarship: Those who complete the for-credit Micro MBA program will be eligible for a \$4,000 scholarship if they apply to and are accepted into the MBA program at the UCR School of Business.
- Bilingual Course Offerings: The Business Readiness program offers business courses in both English and Spanish. Optional Business English courses may be offered in conjunction with this proposed program.
- Flexible Learning Options: Offers courses in-person, online, or via webcast such as Zoom. The Business Readiness Program is offered only online at this time.

- Program Cost: The program offers free courses to students who reside or work in Coachella. Program fees will be paid by the City of Coachella for this customized cohort offering. The total cost is \$287,220.00.
- The UCRX Will be responsible for the instructors’ compensation and any miscellaneous structural expenses.
- UCR verification of completion fee (\$75) and textbooks and materials (varies).

Staff recommends that the City Council adopt Resolution No. 2024-57 and authorize the City Manager to execute the Agreement for the Administration and Distribution of the ARPA funds with UCRX.

Proposed Budget:

Program Line Item:	Quantity:	Cost:	Total:
Flat Rate Custom Section Fee	6 sections	\$5,000	\$30,000
Business Readiness	30 Students	\$550	\$16,500
MicroMBA	30 Students	\$2,995	\$89,850
Business English (concurrent with either program)	30 Students	\$900	\$27,000
Direct Business Grant for Business Readiness or MicroMBA Completers	38 Students	\$2,000	\$76,000
Marketing Fee (minimum 20% of program(s) selected)	n/a	n/a	\$47,870
GRAND TOTAL:			\$287,220

ALTERNATIVE(s):

1. Not adopt Resolution No. 2024-57 and approve the Agreement for Administration and Distribution of ARPA funds for the UCRX Business Management Program and provide Staff with new direction.

FISCAL IMPACT:

There will be a two hundred eighty-seven thousand two hundred twenty dollars (\$287,220) cost that will be funded by the American Rescue Plan Act State and Local Fiscal Recovery Fund. All unused ARPA funds hereby shall return to the City in order to be utilized for other eligible project or programs under the SLFRF Program.

EXHIBIT(S):

- A. Resolution No. 2024-57
- B. Agreement for Administration and Distribution of ARPA Funds with CVUSD
- C. City of Coachella ARPA Project List
- D. UCRX Program Proposal

RESOLUTION NO. 2024-57

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL
AUTHORIZING THE USE OF THE AMERICAN RESCUE PLAN ACT
FUNDS (ARPA) FOR THE STATE AND LOCAL RECOVERY FUND
(SLFRF) PROGRAM WITH THE UNIVERSITY OF CALIFORNIA,
RIVERSIDE EXTENSION (UCRX) CENTER FOR THE BUSINESS
MANAGEMENT PROGRAM**

WHEREAS, the City, as a recipient of the American Rescue Plan Act funds (ARPA) under State and Local Fiscal Recovery Funds ("SLFRF") program, may contract with subrecipients for the furnishing of such services for the City or any Department thereof; and

WHEREAS, subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient; and

WHEREAS, as a recipient of these funds, UCRX is a sub-recipient of SLFRF funds and must comply with all requirements regarding the use and reporting for expenditures of SLFRF funds; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in the City of Coachella; and

WHEREAS, the pandemic both caused and magnified negative impacts on residents of the City, particularly low- and moderate-income families, regarding public health, food and housing insecurity, childcare, among other areas; and

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders that had been in place limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variant; and

WHEREAS, City Staff has confirmed that the UCR Extension Center qualifies for ARPA funding under the general Federal Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coachella that the foregoing Recitals are true, correct, and are hereby adopted by the City of Coachella. Based on those Recitals, the City Council hereby finds and declares as follows:

SECTION 1. The City Council hereby designates and authorizes City Staff to use the American Rescue Plan Act funds (ARPA) State and Local Recovery Fund program (SLFRF) for the UCRX Business Management Program and appropriation of funding.

SECTION 2. The City Council hereby directs the City Manager to fully execute the Agreement for Administration and Distribution of ARPA Funds with the University of California, Riverside Extension to provide an extension program within the jurisdictional boundaries of the City.

SECTION 3. The City Council hereby appropriates two hundred eighty-seven hundred thousand and two hundred twenty dollars (\$287,220) in ARPA funding to the UCRX Program to be distributed according to the Agreement for Administration and Distribution of ARPA Funds through the University of California, Riverside Extension.

SECTION 4. The City Council hereby directs City Staff to continue to seek alternative grant based funding opportunities to enhance the appropriated ARPA.

SECTION 5. UCR hereby will return all unused ARPA funds to the City in order to put utilized for other eligible project or programs under the SLFRF Program.

PASSED, APPROVED and ADOPTED this 9th day of October 2024.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2024-57 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of October 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

CITY OF COACHELLA
AGREEMENT FOR ADMINISTRATION AND DISTRIBUTION OF ARPA FUNDS
THROUGH THE UNIVERSITY OF CALIFORNIA, RIVERSIDE EXTENSION

This Agreement for the Administration and Distribution of American Rescue Plan Act (ARPA) Funds ("Agreement") is between the City of Coachella, a municipal corporation ("City"), and the University of California, Riverside Extension ("UCRX") and, together with the City, ("Parties"), and it is dated as of October 9, 2024 ("Effective Date").

By signing this Agreement, the Parties agree to the following terms and conditions regarding the allocation, administration, and distribution of two hundred and eighty-seven hundred thousand two hundred twenty dollars (\$287,220) of the City's American Rescue Plan Act Funds for the UCRX Business Management Program ("Program") to provide business professionals and entrepreneurs who are seeking to start their own business or those who currently own a business for individuals within the City of Coachella. As set forth herein, UCRX will assist the City in administering and distributing the ARPA funds for the Program in City of Coachella.

RECITALS

WHEREAS, the City, as a recipient of ARPA funds under State and Local Fiscal Recovery Funds ("SLFRF") program, may contract with sub-recipients for the furnishing of such services to of for City or any Department thereof; and

WHEREAS, sub-recipients under the SLFRF program are entities that receive a sub award from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient; and

WHEREAS, as a recipient of these funds, UCRX is a sub-recipient of SLFRF funds and must comply with all requirements regarding the use and reporting for expenditures of SLFRF funds; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in City of Coachella; and

WHEREAS, the pandemic both caused and magnified negative impacts on residents of the City, particularly low- and moderate-income families, regarding public health, food and housing insecurity, childcare, among other areas; and

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders that had been in place limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variant; and

WHEREAS, accordingly, the Parties desire to enter into this Agreement for the provision of the services described herein.

TERMS

- 1. Disbursement of Funds.** Upon execution of this Agreement by each of the Parties, the City will transmit to and deposit with UCRX \$287,220 in ARPA funds.

Following the initial allocation of \$400,000, future allocation of \$100,000 will only be distributed to UCRX after satisfying the reporting requirements detailed in Section 6 of this agreement.

The proceeds shall be distributed by UCRX pursuant to the terms of this Agreement as direct cash assistance for completing the Program of no more than three thousand dollars (\$3,000) per students for up to 6 weeks.

To effectuate the provisions of this section, the City Manager shall have the authority to offset all, or any portion of the amount described in this section against amounts due to UCRX, under this Agreement or any other agreement between UCRX and the City.

- 2. Eligibility.** Eligibility for stipend from UCRX shall be limited to high school students living within the jurisdictional boundaries of the City as further described as follows:

- i. **Jurisdictional Boundaries.** As defined by the US Department of The Treasury regarding disbursement of ARPA funds, the 2022 final rule clarified that recipients may transfer funds to any entity to carry out, as a sub-recipient, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. UCRX agrees that all students funded with the monies provided will be within the jurisdictional boundaries of the City.

- 3. Use of Unallocated Funds.** Upon written request by the City Manager, UCRX shall promptly return any unused or undistributed ARPA Funds during the term of this Agreement to the City for possible redistribution to other federal ARPA eligible programs authorized by the City.

- 4. Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall terminate on August 29, 2024, unless earlier terminated by either Party or unless all APRA Funds have, been earlier distributed by UCRX, as set forth in this Agreement ("Term").

- 5. Services Provided by UCRX.** UCRX shall perform the following services for the City under this agreement:

- a. Identify students to receive direct cash assistance based on their residency within in the City of Coachella who qualify as outlined in Section 2;
- b. Receive from students, information that confirms their residency within the jurisdictional boundaries of the City of Coachella;
- c. Timely notify households of their receipt of direct cash assistance;

- d. Disburse direct cash assistance to students located within the jurisdictional boundaries of City of Coachella;
- e. Provide professional development sessions and place students at various school sites, District Departments and businesses in the Coachella Valley;
- f. Provide written reports to the City of Coachella as set forth below in Section 6 of this Agreement.

6. Reporting Requirements. UCRX will provide the City of Coachella with monthly summaries and one final report, in a format reasonably designated by the City, detailing **(a)** all applications received, processed, and approved; and **(b)** all amounts disbursed to qualifying students, including a breakdown of amounts distributed to qualifying students by geographic location within the City. In addition, the City reserves the right to require written reports from UCRX, at reasonable intervals during the Term and for six (6) months thereafter, and in a format reasonably designated by the City, detailing, among other information, the receipts, use and disbursement of all ARPA Funds. UCRX understands and agrees that the ARPA Funds are provided as a sub award of Local Fiscal Recovery Funds under ARPA; that UCRX, as a sub recipient of the ARPA Funds, shall cooperate with the City to ensure compliance with ARPA and its implementing rules, regulations, reporting and recordkeeping requirements, including without limitation cooperation, as requested, in connection with the City's preparation of Interim Reports, Project and Expenditure Reports and Recovery Plan Performance Reports and any other reports required by the US Treasury.

7. Single Audit Act Amendments of 1996 (Single Audit Act). The Single Audit Act Amendments of 1996 (Single Audit Act) were enacted to streamline and improve the effectiveness of audits of federal awards expended by states, local governments, and not-for-profit entities, as well as to reduce audit burdens. Amendments include uniform administrative requirements, cost principles, and audit requirements for federal awards found in Chapter 2 of the Federal Acquisition Regulations, Part 200. Single Audits are required when a non-federal entity expends \$750,000 or more in federal funds in one year. Single Audits are performed by independent auditors and encompass both financial and compliance components.

The City of Coachella will be subject to future audits of these funds; the audits will be conducted by the City's external auditors and be reviewed by the Inspector General's Office or the Government Accountability Office. The key to withstanding any future audit will be the City's ability to provide sufficient and appropriate documentation regarding the use of State and Federal funds in response to COVID-19. UCRX agrees to make any and all supporting documentation available to the City within 15 working days of a request made by the City.

8. Documentation and Record Retention. The City of Coachella maintains City documents in accordance with the City's Records Management Policy and record retention schedule. The City and any sub recipient of Coronavirus Relief Funds must retain records for five years (5) after final payment is made and should be available on requests for audits. It should be noted

that documents associated with this agreement could be subject to a Public Records Act request. If a request is made, the City will respond to the request in accordance with the City's Public Records Request Policy.

- 9. Non-Discrimination Requirements for Grantees.** UCRX agrees not to discriminate against any person seeking service or assistance because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, immigration status, membership or activity in a local commission, disability, sexual orientation, age, physical or mental disability.
- 10. Indemnification.** Each Party shall Indemnify, defend, protect, hold harmless, and release the other, its officers, agents, representatives, insurers, employees, and servants from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (Including attorneys' fees and costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, representatives, employees, servants, contractors, subcontractors, or invitees. The duty of a Party to Indemnify and hold harmless another Party shall not apply to injuries or damage for which such other Party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty to indemnify and hold harmless set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts, and shall include the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnity/hold harmless provision survives the Agreement.
- 11. Assignment.** This Agreement is not assignable by a Party, in either whole or in part, without the express consent of each other Party in the form of a formal written amendment to this Agreement.
- 12. Governing Law & Jurisdiction.** The validity of this Agreement and of its terms, the rights and duties of the Parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venue either in Riverside County Superior Court or in the United States District Court for the Central District of California.
- 13. Integration & Modification.** This Agreement supersedes any and all prior or contemporaneous agreements, representation, and understandings of or between the Parties, and the Parties warrant that they are not relying on any such prior representations. The Parties understand and agree that the terms of this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular except by a writing duly executed by the Parties, or their respective authorized representative(s).
- 14. Severability.** In the event that, at any time subsequent to the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or

otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

16. State and Local Fiscal Recovery Fund Sub Recipient. The monies referenced within this agreement represents a sub award of State and Local Fiscal Recovery (SLFRF) funds. As a recipient of these funds, UCRX is a sub recipient of SLFRF funds and must comply will all requirements regarding the use and reporting for expenditures of SLFRF funds. UCRX agrees to review and comply with the terms contained in the links provided in Attachments 1-3 for SLFRF-related documents detailing the compliance requirements for use of SLFRF funds as follows:

- a. Attachment 1: Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds
- b. Attachment 2: Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds
- c. Attachment 3: Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds
- d. And all other federal and state laws rules and regulations including those pertaining to providing funds to undocumented immigrants and all tax reporting requirements of the Internal Revenue Service. UCRX agrees to be responsible for any fines, penalties and audit fees resulting from non-compliance with the items listed in this section.

17. Insurance.

- a. 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.
- b. 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.

- i. **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.
 - ii. **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.
 - iii. **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.
 - iv. **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.
- c. **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:
- i. **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.
- ii. 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.
 - iii. 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.
 - iv. 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.
- d. 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.
 - e. 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 sub consultants.
 - f. 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.

- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. Additional Insurance Provisions
- i. 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.
 - ii. 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.

- iii. The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
 - iv. 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.
 - v. 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.
 - vi. 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.
1. Insurance for Sub consultants. Consultant shall include all sub consultants 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 sub consultants 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 sub consultant's policies. All policies of Commercial General Liability insurance provided by Consultant's sub consultants 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 sub consultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of sub consultant'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.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have signed Agreement as of the Effective Date set forth above.

CITY OF COACHELLA

**UNIVERSITY OF CALIFORNIA,
RIVERSIDE EXTENSION**

By: _____
Dr. Gabriel Martin
City Manager
City of Coachella

By: _____
Name:
University of California, Riverside
Extension Center

Attest:

City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attachment 1:

Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds:

Link: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

Attachment 2:

Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds

Link: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Attachment 3:

Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds

Link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

American Relief Act Fund



Title	Original Cost	Type	Summary	Approved Amount
Broadband Feasibility Study	\$ 80,000	Study	Increase broadband capacity	
Home Repair/Weatherization Program	\$ 500,000	City Program	\$20,000/applicant = 25 applicants	\$ 500,000
Workforce Development Program	\$ 500,000	City Program	Government Pathway Internship Program - One Future CV & Resident Engagement Academy	\$ 613,450
New Citywide Software Upgrade	\$ 400,000	Project	Permit tracking, plan submittal, finance, business license, etc.	\$ 400,000
Fire Station Remodel Project	\$ 5,000,000	Project	Public Safety - Technology Infrastructure	\$ 5,491,401
Civic Center Pandemic Retrofit Project	\$ 600,000	Project	Technology Infrastructure	
Sewer/Water Infrastructure Projects	\$ 2,210,000	Project	Sewer Projects (Sanitary Plant Equipment)	\$ 2,210,000
Broadband Infrastructure Projects	\$ 202,000	Project	Wi-Fi at City Parks (Rancho Las Flores, Bagdouma and Dateland Parks)	
Cash Assistance Program	\$ 1,000,000	Non Profit Program	Possible Partnership is MAF and Lift to Rise	\$ 1,008,000
COVID-19 Public Health Mitigation and Prevention	\$ 450,000	City Program	COVID-19 Supplies	\$ 159,756
Central Park Project			Options - Develop tract map for housing project and park design and construction docs	\$ 559,393
TOTAL:			\$ 10,942,000	\$ 10,942,000





University of California, Riverside

Supporting the Workforce in the City of Coachella through the Business Management Program July 2024

Problem Statement

Coachella's growing community fosters a strong entrepreneurial spirit, with many residents aiming to launch their own businesses. However, this transition from idea to successful venture often requires a specific skillset that many lack. This knowledge gap encompasses foundational business concepts like finance, marketing, and human resources. Additionally, applying this knowledge to develop sound business plans and navigate real-world scenarios presents a challenge. Finally, access to experienced professionals who can guide aspiring entrepreneurs on their journeys is often limited.

The consequence of these unmet needs is a potential hindrance to successful business creation in Coachella. This can stifle economic growth by limiting job creation and overall development within the city. Furthermore, aspiring entrepreneurs struggle to turn their dreams into reality due to the lack of necessary skills and resources.

According to the 2023 Greater Palm Springs Economic Report, provided by CVEP, there are 1,143 businesses established in the City of Coachella. Per page 41 of the report, "In 2020, the number of establishments per capita was the highest in Palm Desert, Rancho Mirage, and Indian Wells (0.15, or 6.5 people per establishment) and the lowest in Coachella (0.02, or 50 people per establishment.) UCR University Extension looks to serve the residents of Coachella via our Business Management Program to provide them with the training and tools that may encourage them to establish their own business.

Per the data listed on page 49 of the report, 48.7% of Coachella residents have a high school diploma or equivalent, while 7.5% earned some college credits, and 3.8% of residents have earned a Bachelor's Degree. Coachella Valley requires accessible and effective programs to bridge this gap. Equipping aspiring entrepreneurs with the knowledge and skills to launch and manage successful businesses is essential for the city's economic vibrancy and individual



**University Extension
Professional Studies**

opportunity. UCR University Extension can provide training via the Business Readiness Course for those without business backgrounds, or the Micro MBA Program for seasoned business owners.

Proposed Program Design Summary

UCR University Extension is pleased to propose two options as part of our Business Management Program. The Business Management Program is designed specifically for business professionals and entrepreneurs who are seeking to start their own businesses or those who currently own a business. Through a well-established bilingual Business Readiness program for those who are starting out in business and a MicroMBA for those learners who need more advanced business concepts, we propose to serve up to 50 learners in the city of Coachella over 18 months.

Business Management Courses

For City of Coachella residents, UCR University Extension proposes to offer supplemental coursework to advance the business acumen of students that do not have any educational or professional background in business, students will have the option to complete our Business Readiness course. As an alternative option, students that have either educational experience or a professional background in business and management will have the option to complete the Micro MBA program.

MGT 898.13 – Business Readiness (2 units, non-credit, Spanish bilingual instruction provided)

The course equips minority professionals from historically underserved and under-resourced communities, especially BIPOC, women, LGBTQ+, veterans, and formerly incarcerated, with a particular focus on Inland California, with essential business skills, ready-to-apply knowledge, and behaviors. For this specific target audience, small business entrepreneurship goes beyond the workforce and is perceived as a path towards becoming social and economic empowered, gaining financial independence, and generating personal wealth. In conjunction with this course, students will receive additional 1:1 virtual coaching and support at no cost provided through grant funding from the California Office of Small Business Advocate (CalOSBA).

Through the course, students will achieve the following learning objectives:

- Understand concepts of entrepreneurship and implement by the student in a business environment.
- Understand business financial management.
- Understand and apply customer discovery and competitive analysis tools.
- Understand and create a business model and plan for a real-life business



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This course is offered in partnership with Caravanserai Project, a non-profit organization based in Palm Springs, CA, with a mission to empower individuals from marginalized, under-resourced communities to launch profit and nonprofit organizations that generate financial security, economic mobility, and systemic change.

MGT X493.46 – Micro MBA (4 units) Specialized Certificate

The Micro MBA Program is designed to help learners develop new tools and prepare themselves for a formal MBA Program. Learners gain insight into the key areas of business, build their professional skillset, and more. They deepen their understanding of business fundamentals and of the evolving global environment. This program is recommended for learners that have some business background.

The Micro MBA program focuses on 6 overall topics: Introduction to Culture & Diversity, Strategic Business Management, Human Resource Management, Accounting & Finance, Economics, and Marketing & Communication. The program is completed over one 12-week quarter in 40 hours. Learners earn 4 academic units upon successful completion of the program. Through the course, students will:

- Develop a strong foundation in the fundamentals of business.
- Explore global culture and diversity and its impact on business practices and issues in a global environment.
- Develop and apply critical thinking and problem-solving skills, practice teamwork and collaboration, which are the essential skills and mindset for future managers and entrepreneurs.
- Apply the knowledge of business fundamentals in collaborative, cross-cultural teams to the analysis of strategic business situation, and issues that are highly relevant to today's managers and entrepreneurs.
- Virtually tour a local American business and speak remotely with senior and mid-level management to better understand the relevance of business concepts, challenges, and opportunities in today's evolving business environment.
- Network with individuals and faculty from diverse cultural, educational, and work backgrounds.



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Professional Studies**

Business English

In recognition of the high population of Spanish-speaking individuals living in Coachella and working in early childhood education, UCR University Extension proposes to offer Business English to enhance learner proficiency and ensure successful completion of the coursework in business management. Running parallel with our business programming options, learners will also have the opportunity to increase their proficiency in the English language in areas of business and communication. Through the Business English course series, including Business English 1 and Business English 2, learners will gain confidence in their English and develop the skills necessary to be effective communicators in wide range of business scenarios. The core courses will aim at helping the learners improve their skills in English speaking, listening, reading and writing on business topics.

ENGL 900.10 Business English 1 (2 units)

Business English 1 is an elective course introducing students to basic communication skills and key ideas and issues in the business world. The course covers a variety of foundational business topics, situations, and vocabulary needed for students to communicate in the language of business.

ENGL 990.BE Business English 2 (2 units)

Business English 2 is an elective course advancing students' communication skills and increasing their knowledge of key ideas and issues in business. The course presents a variety of business topics, situations, functions, and essential vocabulary needed for students to communicate successfully in the business world.

Upon completion of the program, a certificate ceremony will mark their successful achievement, and students will receive official transcripts.

Program Schedule

Unless demand is higher than anticipated and funding is available, courses offered under this grant will be scheduled in coordination with the City of Coachella's appointed Project Contact for the Business Readiness or MicroMBA programming in mind and thus offered once per the funding period.

English for Business may be taken over 4 weeks, twice a week, prior to or concurrently with the MicroMBA or Business Readiness program.

Business Management Courses

- Learners can complete the Micro MBA in a 12-week quarter.



**University Extension
Professional Studies**

- Learners can complete the Business Readiness Course in 6 Weeks via online/hybrid Modules (offered bilingually)

Benefits of UCR Extension’s Programs

The University of California Riverside Extension (UCRX) has long-standing Business Management courses and certificate programs that have had a significant impact on the communities we serve. Through its involvement in pilot programs and its commitment to offering courses in English and Spanish, the UCRX programs have played a crucial role in closing the achievement gap in the Latino community throughout California. The program can be customized to meet the needs of the residents of the City of Coachella. A list of benefits of the UCRX program includes:

Degree Pathways

- Those who complete the for-credit Micro MBA program will be eligible for a \$5000 scholarship if they apply to and are accepted into the MBA program at the UCR School of Business.

Bilingual Course Offerings for the Business Readiness Program

- Recognizing the importance of language accessibility, the Business Readiness program offers business courses in both English and Spanish.
- This commitment to bilingual education enables students to engage with the material in their preferred language, deepens comprehension, and enhances their learning experience.
- Optional Business English courses may be offered in conjunction with this proposed program.

Flexible Learning Options

- The UCRX program accommodates various learning preferences and schedules by offering courses in several modalities; in-person, online, or via webcast such as Zoom.
 - The **Business Readiness Program** is offered online only at this time.
- This flexibility allows students to access the program regardless of their location or time constraints.



University Extension Professional Studies

Institutional Profile

University of California Riverside

UC Riverside is part of the 10-campus University of California system, which includes Los Angeles, Berkeley, and San Diego. The University of California is one of the world's largest and most renowned centers of higher education. UC Riverside is widely recognized as one of the most ethnically diverse research universities in the nation.

UCR University Extension

UCR University Extension is the continuing education and professional studies division at UCR. University Extension serves over 6000 working adults in the Inland Empire per year. Its programs allow learners to earn professional certificates and complete campus courses at UCR. UCR Extension offers over 60 professional and educational certificate programs.

Palm Desert Center

UCR Palm Desert expands the reach of University of California, Riverside into one of the fastest growing regions of California, the Coachella Valley. Established as a teaching and research center in 2005, it is a catalyst for diversification by providing relevant regional research, offers innovative academic programs that attract and retain world class talent to the region, convenes and creates partnerships that advance the public good, and enriches the cultural life of the community.

Marketing and Program Recruitment

A recruitment marketing campaign will be executed for the program offerings. A campaign may include elements such as geotargeted Google search and display advertising, social media outreach and print collateral. Additionally, UCR University Extension requests that we have access to or can partner with city channels like the City of Coachella's official website, official social media accounts, and other official media to promote the program.

UCR University Extension will work to manage inquiries from prospective participants and work with the City of Coachella's assigned project contact to qualify prospective participants. Both parties will work to establish program requirements, an enrollment/registration process, and the City of Coachella will be asked to approve student registration lists prior to their enrollment.

Program Cost

The program offers free courses to students who reside or work in Coachella. The UCRX program fees will be paid by the City of Coachella for this customized cohort offering. UCRX will be responsible for the cost of the instructors' compensation, and any miscellaneous instructional expenses. Participants will be responsible for any additional expenses such as the UCR verification of completion fee (\$75), and textbooks and materials (varies).



University Extension
Professional Studies

Program fees are as follows:

There is a base fee of \$5000 for each custom section programmed, with two sections per each of the three program offerings for a total of \$30,000. Course sections programmed require a minimum of 15 students to run.

The program cost for the additional support courses, Business English 1 and Business English 2, will be \$450 per participant per course (\$900 total for both courses). A minimum enrollment of 8 participants per course will be required to provide these course offerings.

The program cost of the Micro MBA Program is \$2,995.00, with a minimum enrollment of 15 participants per course.

The program cost of the Business Readiness Course is \$550.00 per participant, with a minimum enrollment of 15 participants per course, for residents who reside or work in Coachella.

To incentivize participants to complete the business management training, UCR Extension proposes the allocation of small business grants (\$2,000) for up to 38 students who complete either the MicroMBA or the Business Readiness program.

Marketing costs will be a minimum of 20 percent of projected program tuition fees and include: development of a landing page, set up and oversight of a student interest list, collateral materials, and a digital marketing campaign targeting city residents and businesses. While the education industry on average dedicates 11.5 percent of their budget to marketing efforts, a new program offering requires an initial higher investment due to the development of new materials and to ensure communication tactics reach the intended audience. Some organizations dedicate upwards of 30 percent of a budget to marketing; however, we suggest a conservative 20 percent investment towards marketing efforts. This enables us to create a dedicated co-branded landing page, geotargeted digital advertisements, and collateral materials to be used while UCRX conducts outreach efforts and allows for the integration of marketing messaging into city communication channels to better reach city residents and businesses.



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The City of Coachella understands and agrees that after a Program schedule is approved, UCR University Extension will be investing significant resources to provide Programs under this proposed Agreement. Events such as Acts of God, change in market demand, and other factors beyond the control of either party shall not apply to this section. UCR University Extension must be notified in writing a minimum of fourteen days prior to the first-class meeting if the Program is to be canceled. A \$700.00 cancellation penalty will be assessed if the City of Coachella chooses to cancel this custom cohort after receipt of the Memorandum of Understanding (MOU.)

Program Estimate and Prospective Residents Served

Below is an estimation of the costs associated with providing training in Business Readiness or the Micro MBA Program, and English for Business for 60 residents of the City of Coachella. Unless demand is higher than anticipated and funding is available, each course in the program will be offered once during the funding period. The estimated per course enrollment numbers and tuition listed in the Program Estimate table are provided as estimates only. The actual total enrollments per course will be adjusted based on participant interest collected through program surveys.

Offering	Per Student Cost	Projected Number of Students Enrolled	Total Cost
Flat Rate Custom Section Fee -	\$5,000	6 sections (2 sections of each of the 3 offerings)	\$ 30,000.00
Business Readiness	\$ 550.00	30	\$ 16,500.00
MicroMBA	\$ 2,995.00	30	\$ 89,850.00
Business English (concurrent with either program)	\$ 900.00	30	\$ 27,000.00
Direct Business Grant for Business Readiness or MicroMBA Completers	\$ 2,000.00	38	\$ 76,000.00



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Marketing Fee (minimum 20% of program(s) selected)	n/a	n/a	\$ 47,870.00
TOTAL			\$ 287,220.00

Appendix I: List of Modules and Topics included in the Micro MBA Program

List of Modules and Topics					
Introductory Module	Global Culture	Intercultural Communication	Diversity, Equity, and Inclusion		
Module 1 – Strategic Business Management	Leadership and Motivation	Entrepreneurship and Intrapreneurship	Risk Management	Business Structure and Restructuring	
Module 2 – Human Resource Management	Strategic Human Resource Management	Team Dynamics and Collaboration	Conflict Management and Decision Making	Business Ethics and Corporate Social Responsibility	Legal Issues
Module 3 – Accounting and Finance	Understanding and Analyzing Financial Statements	Working Capital Management and Budgeting	Time Value of Money and Other Valuation Methods	Money and Financial Institutions	International Finance
Module 4 – Economics	History and Overview of American Economic System	Microeconomic and Macroeconomic Principles	Market Supply and Demand Dynamics	Understanding Fixed and Variable Costs of the Firm	Economic Policy



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Appendix II: Syllabus for the Business Readiness Program

Week 1 (online):

- Business Vision, Mission. Setting Goals.
- Business Models, Planning and Implementation.

Week 2 (Online):

- Financial Management 101: Financial Foundations
 - Understanding Financial Statements
 - Budgeting and Forecasting
 - Cash Flow Management
- Financial Management 102: Effective Cost Management
 - Cost Identification and Analysis
 - Expense Tracking and Control
 - Cash Flow Management
- Financial Management 103: Business Growth
 - Strategic Financial Planning
 - Scaling Your Business
 - Monitoring and Adjusting Financial Plans

Week 3 (online):

- Customer Discovery
- The Competitors

Week 4 (online):

- Marketing And Sales
- Banking Reimagined

Week 5 (online):

- Community Engagement And Social Responsibility. Leadership Resilience
- Pitch your Business. From Pitch Design to Strategies

Week 6 (In-Person):

- Business Presentations