



AGENDA

CITY COUNCIL SPECIAL MEETING OF THE CITY OF COACHELLA

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

June 29, 2022
6:00 PM Special Meeting

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

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

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

<https://us02web.zoom.us/j/89026308365?pwd=RfrovkCMT2KkFCqFD7k-mUZXdPkbPM.1>

Or One tap mobile:

US: ++16699006833,,89026308365#,,, *301494#

Or Telephone:

US: +1 669 900 6833

Webinar ID: 890 2630 8365

Passcode: 301494

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

- Public comments may be received **via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

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

CALL TO ORDER:

ROLL CALL:

APPROVAL OF AGENDA:

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

PLEDGE OF ALLEGIANCE:

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

1. Adopt Resolution No. 2022-65 Authorizing the City Manager to Apply for, Accept and Execute All Related Documents for Grant Funds in an Amount of Thirty-Five Million (\$35,000,000) dollars from the State’s Transformative Climate Communities (TCC) program, administered by the Strategic Growth Council (SGC) and the Department of Conservation, for projects within the Coachella Prospera proposed project area Authorizing the Execution of a Public Safety CFD Deferral Agreement, Partnership Agreement and All Other Required Documents
2. Fiscal Year 2022-23 Continuing Resolution No. 2022-66

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



STAFF REPORT
6/29/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2022-65 Authorizing the City Manager to Apply for, Accept and Execute All Related Documents for Grant Funds in an Amount of Thirty-Five Million (\$35,000,000) dollars from the State’s Transformative Climate Communities (TCC) program, administered by the Strategic Growth Council (SGC) and the Department of Conservation, for projects within the Coachella Prospera proposed project area Authorizing the Execution of a Public Safety CFD Deferral Agreement, Partnership Agreement and All Other Required Documents

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2022-65 authorizing the City Manager or his designee to apply for, accept and execute all related documents for grant funds in an amount of thirty-five million (\$35,000,000) dollars from the State’s Transformative Climate Communities (TCC) program, administered by the Strategic Growth Council (SGC) and the Department of Conservation, for projects within the Coachella Prospera proposed project area.

BACKGROUND:

On March 8, 2022, the TCC Program issued a Notice of Funding Availability (NOFA) for Round 4 of the TCC Implementation Grant (see Attachment 2). The Implementation Grant, which is awarded to three separate entities over the course of a grant cycle, provides \$35 million to each awardee to fund neighborhood-level proposals with multiple, integrated projects that empower communities, reduce GHG emissions and achieve other community benefits. The TCC Implementation funding prioritizes California’s most “disadvantaged communities”, which are neighborhoods ranked in the top 10 percent (10%) of CalEnviroScreen.

The City of Coachella, in close partnership with community-based organizations and stakeholders, is proposing to submit the “Coachella Prospera” proposal and application to advance the vision and recommendations outlined in the community plan. The Coachella Prospera initiative proposed multiple projects to be implemented in a five-square mile area in the selected areas of the City (see Project Area Map in Attachment 3), and each project and plan was led by a partnering organization in support of a shared vision of climate resiliency memorialized in the Partnership Agreement (Attachment 5).

Project Partners

The project partners include: Chelsea Investment Corporation, GRID Alternatives Inland Empire, Southern California Mountains Foundation (Urban Youth Conservation Corps), The Greater Coachella Valley Chamber of Commerce, Sunline Transit Agency, The LEAP Institute, Alianza Coachella Valley, Desert Recreation District, and the University of California Regents (UC Riverside).

Projects and Transformative Plans

Equitable Housing..... Chelsea Investment Corporation

- Building mixed-use project with 116 units of affordable housing
- Building a Urban Youth Conservation Corps Center
- Will include a transit connection

Transit and Rail Access..... Sunline Transit Agency

- Enhancing Transit Hub
- Zero Emission Bus Purchase
- Reduced Transit Fare Vouchers

Car Sharing and Mobility Enhancement..... LEAP Institute/Green Raiteros

- Delivering green mobility options: e-bikes, bicycles, and some EV cars

Solar Installation and Energy Efficiency..... GRID Alternatives + City of Coachella

- Rooftop solar for new multi-family site
- Rooftop solar for existing single-family housing in project area
- Residential appliance electrification

Health and Well-Being..... Desert Recreation District + City of Coachella

- Wellness Hub Program at Bagdouma Park Community Center
- Playground Equipment at Tot Lot on Avenue 53/Calle Empalme
- Park Exercise Equipment and Capital Improvements to Community Center at Bagdouma Park
- Pre-Fab Bathrooms at Sierra Vista Park

Climate Resilience/Adaptation Plan..... City of Coachella

- Top climate change risks: extreme heat, poor air quality, flooding from heavier precipitation, longer droughts

Displacement Avoidance Plan..... City of Coachella

- Production of affordable housing
- Preservation of affordable housing
- Neighborhood stabilization and wealth building
- Protections for small businesses

- Food Distribution/Small Farmer Pilot Program (Hidden Harvest)

Workforce Development Plan..... Urban Youth Conservation Corps, Greater Coachella Valley Chamber of Commerce, GRID Alternatives

- Green jobs/career training
- Youth training, ages 18-26
- Apprenticeship opportunities will be offered at CVUSD High Schools + College of the Desert

Water Efficiency..... City of Coachella

- Water Audits (by Urban Youth Conservation Corps)
- Residential water efficiency replacement rebate (faucets, showerheads, toilets)
- Residential replacement of clothes washer
- Replacement of lawn with water-wise landscape

Urban Greening and Green Infrastructure..... City of Coachella

- Tree planting in project area (approx. 150-175 trees)
- Tree planting in new affordable housing area
- Signs interpretive aids/display boards, urban forestry education signage
- Tree Inventory/Urban Forest Mapping
- Enhancement and/or Expansion of Neighborhood Park and Community Space (with tree planting)
- Tot Lot at Calle Camacho/Avenue 53 (planting trees)
- Sierra Vista Park (planting orchard trees)

Active Transportation..... City of Coachella

- Missing link sidewalk and bike lanes on Avenue 50
- Wayfinding signage
- Bicycle repair kiosks

Indicator Tracking + Data Collection Plan: UC Riverside will serve as the Evaluation Partner

Community Engagement Plan (Implementation Phase): Alianza Coachella Valley

DISCUSSION/ANALYSIS:

The Coachella Prospera Initiative aims for transformational change in the Project Area, which includes building the organizational capacity of critical community leaders and organizations to ensure this work sustains well after the TCC grant period ends. In many projects, the Coachella Prospera Initiative will fund staff and administrative support to project partners, and fund critical programming that improves the quality of life in the Project Area.

ALTERNATIVES:

1. Adopt Resolution No. 2022-65 Authorizing the Submission of an Application to the Transformative Climate Communities Program Administered through the California Department of Conservation and Authorizing the Execution of a Public Safety CFD Deferral Agreement, Partnership Agreement and All Other Required Documents
2. Not Adopt Resolution No. 2022-65 Authorizing the Submission of an Application to the Transformative Climate Communities Program Administered through the California Department of Conservation and Authorizing the Execution of a Public Safety CFD Deferral Agreement, Partnership Agreement and All Other Required Documents

FISCAL IMPACT:

The SGC Grant funds will be deposited in the California Department of Conservation Fund (2139), CAO Administration (02111), Project (TBD), State Grant Miscellaneous (46229). This same fund will be used to issue advance payments. No more than \$200,000 in advance payments will be issued, individually or collectively, at any time. The Strategic Growth Council will be invoiced every two months, which would allow for a regular replenishing of any advanced payments.

The detailed distribution of the \$35M grant award is summarized in Attachment 4. In general, action on this item will have a positive fiscal impact to Coachella residents through the projects that it sponsors.

ATTACHMENTS:

1. Resolution No. 2022-65
2. TCC Round 4 NOFA
3. TCC Project Area Map
4. Partnership Agreement (2022-65 Exhibit A)
5. Conditional CFD Loan Commitment (2022-65 Exhibit B)

RESOLUTION NO. 2022-65

A RESOLUTION OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM ADMINISTERED THROUGH THE CALIFORNIA DEPARTMENT OF CONSERVATION AND AUTHORIZING THE EXECUTION OF A PUBLIC SAFETY CFD DEFERRAL AGREEMENT, PARTNERSHIP AGREEMENT AND ALL OTHER REQUIRED DOCUMENTS

WHEREAS, the State of California Department of Conservation (“Grantor”), through the Strategic Growth Council, has heretofore invited public agencies, including the City of Coachella (“City”) to submit applications to the Grantor for the Fiscal Year 2021-22 Transformative Climate Communities Program (“Grant”) via a Notice of Funding Availability (“Notice”) dated February 24, 2022; and

WHEREAS, in response to this Notice, the City wishes to apply to the Grantor for, and receive an allocation of, the Grant funds; and

WHEREAS, the City has determined that it is in the best interests to submit an application for Grant funds for clean energy, smart growth, and affordable housing projects in and around the City’s proposed Project Area; and

WHEREAS, the City shall submit an application to the Grantor to participate in the Grant program and for an allocation of funds of approximately Thirty-Five Million Dollars (\$35,000,000) for clean energy, smart growth, and affordable housing projects in and around the City’s proposed 5-square mile area; and

WHEREAS, the City is familiar with the terms, conditions and limitations of such Grant; and

WHEREAS, the City is willing and able to conform to each of the terms, conditions, and limitations imposed upon any such Grant to the City; and

WHEREAS, the City understands that the Grantor must approve said application and will require the City to execute a Grant Agreement and other necessary documents upon approval.

WHEREAS, as a condition of applying for the grant, the Grantor requires a partnership agreement be in place between all the partner applicants; and

WHEREAS, a large component of the proposed project is a 116 unit mixed-use affordable housing complex requiring the application for grant funding by Chelsea Investment Corporation a partner applicant. Chelsea Investment Corporation intends to be the Developer through an as yet to be formed entity; and

WHEREAS, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and

WHEREAS, the property will be annexed into the CFD as a condition of approval and will be subject to the Special Assessment; and

WHEREAS, the Developer has requested that it be permitted to prepay fifty-five (55) years of the Special Assessments for the Property; and

WHEREAS, the City has agreed to make a loan to the Developer in order to prepay the Special Assessments, and the City and the Developer wish to enter into a loan and prepayment agreement to provide for the terms and conditions upon which the Special Assessments will be prepaid; and

WHEREAS, the Developer needs the City Council to provide a conditional loan commitment (“Commitment”) to enter into these agreements to apply for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AS FOLLOWS:

SECTION 1: That the City Manager, or his designee, is hereby authorized to execute an application for Grant funds for the purpose of obtaining financial assistance provided by the State of California Department of Conservation through its Strategic Growth Council.

SECTION 2: The City of Coachella hereby agrees to comply with each and all of the terms, conditions, and limitations imposed by the Grantor upon said Grant, and the City Manager, or his designee, is hereby authorized and directed to execute any applications, agreements, assurance, extensions, amendments or other documents as may be necessary in connection with acceptance and implementation of said Grant as may be required by the Grantor.

SECTION 3: That the City Manager or his designee is authorized to enter into a partnership agreement between all partner applicants consistent with the intent and form of the draft agreement included as Exhibit A to this resolution with modifications, if needed, as to exact wording for updates and to conform and clarify the agreement for consistency with the intended purpose.

SECTION 4: – Council authorizes the City Manager or Finance Director to enter into a conditional loan commitment with the developer consistent with Exhibit B (Conditional Loan Commitment Letter) with modifications as to exact wording for needed updates and to conform and clarify the letter as needed to facilitate the proper wording of the letter.

SECTION 5: The City Manager or Finance Director is authorized to enter into a prepayment and loan agreement (including a note and deed of trust) consistent with the terms of the conditional loan commitment provided the terms are met by the developer. Agreement wording will be prepared and approved by the City’s Finance Director and Attorney; however, agreement terms will be consistent in all respect with the terms outlined in the conditional loan commitment letter.

PASSED, APPROVED and ADOPTED this 29th day of June 2022.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-65 was duly adopted by the City Council of the City of Coachella at a special meeting thereof, held on the 29th day of June 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



March 8, 2022

NOTICE OF FUNDING AVAILABILITY

Transformative Climate Communities Program

FY 2021-2022 FUNDING ROUND

TO: **All Potential Applicants**

FROM: TCC Program Staff, Strategic Growth Council

SUBJECT: **NOTICE OF FUNDING AVAILABILITY – A TOTAL OF APPROXIMATELY \$105 MILLION FOR THREE IMPLEMENTATION GRANT AWARDS AND A TOTAL OF APPROXIMATELY \$1.2 MILLION FOR FOUR PLANNING GRANT AWARDS FOR ROUND 4 OF THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

The California Strategic Growth Council (SGC) along with its partner agency, the Department of Conservation (DOC), is pleased to announce the availability of funding for Round 4 of the Transformative Climate Communities (TCC) Program through this Notice of Funding Availability (NOFA). SGC anticipates that approximately \$105 million in Implementation Grant funding and approximately \$1.2 million in Planning Grant funding will be available for competitive awards in Round 4. The TCC Program furthers the purposes of [AB 32](#) (Nunez, Chapter 488, Statutes of 2006) and [AB 2722](#) (Burke, Chapter 371, Statutes of 2016) by funding projects that reduce greenhouse gas (GHG) emissions through the development and implementation of neighborhood-level transformative climate community plans that include multiple coordinated GHG emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities. Funding for the TCC Program is provided by the General Fund's Climate Budget.

Funds available include a total of approximately \$105 million for three implementation grant awards of \$35 million each and a total of \$1.2 million for four planning grant awards of \$300,000 each for Round 4 of the TCC Program.

Implementation Grant Pre-Proposals must be submitted no later than 5:00 p.m. PST on Friday, April 22, 2022. Final Implementation Grant Applications must be submitted no later than 5:00 p.m. PST on Friday, July 1, 2022 according to the terms of this NOFA.

Planning Grant Applications must be submitted no later than 5:00 p.m. PST on Friday, July 1, 2022 according to the terms of this NOFA.

To be considered for awards, applicants must fill out an application survey and indicate their interest in applying for a TCC Implementation Grant by March 25, 2022, or a TCC Planning Grant by May 16, 2022 (except for Planning Grant applicants from unincorporated communities or tribal communities that wish to have Application Technical Assistance and must submit earlier).

Application Surveys from all applicants using Application Technical Assistance are due Friday, March 25, 2022. Application Technical Assistance is required for all Implementation Grants and available to tribal communities and unincorporated communities for Planning Grants. Surveys will be available on the [TCC Resources](#) page under "Current Application Materials".

After receiving the survey responses, TCC Program staff will provide Implementation Grant and Planning Grant Applicants with a link to a Microsoft SharePoint folder where the application materials can be accessed and uploaded once they are completed. TCC Program staff will also connect all Implementation Grant Applicants to the SGC-selected technical assistance provider to assist with the completion of application materials. Applicants that are unable to access an online application via a Microsoft SharePoint folder may contact SGC for assistance.

Information about the TCC Program, including the Program Guidelines, application technical assistance, and other resources can be found at the SGC website: <http://sgc.ca.gov/programs/tcc/resources/>. Questions may be directed to the TCC Program by email at tcc@sgc.ca.gov.

PROGRAM SUMMARY

The TCC Program is administered by SGC and implemented by DOC, along with other partnering State agencies. SGC staff and partnering State agencies have worked collaboratively to develop and administer the TCC Program, including developing program guidelines and application materials, preparing agreements and program templates, and coordinating technical assistance for potential applicants.

IMPLEMENTATION GRANTS

Eligible Applicants and Project Types

Eligible applicants for Implementation Grants may include but are not limited to: community-based organizations, local governments, nonprofit organizations, philanthropic organizations and foundations, faith-based organizations, coalitions or associations of nonprofit organizations, community development finance institutions, community development corporations, joint powers authorities, councils of government, and/or California Native American Tribes.

Eligible applicants must form a Collaborative Stakeholder Structure to develop and submit one application based upon a shared vision. The Collaborative Stakeholder Structure shall be charged with overseeing implementation of the TCC Proposal, including each of the requirements outlined in Section II.E, “Transformative Elements”, of the [TCC Guidelines](#), and led by one Lead Applicant. The Collaborative Stakeholder Structure must include at least one of the required Project Leads for each of the proposed Projects and Transformative Plans included in the TCC Proposal. The acceptable Project Leads are listed in Appendix B, “TCC Funded Projects by Strategy” and Appendix C, “Transformative Elements,” of the [TCC Guidelines](#).

Applicants must develop a Vision Statement for their proposal that aligns with TCC Program Objectives and identify multiple Strategies and Projects that align with their vision and meaningfully address important community needs within the Project Area. The Round 4 funds will be allocated competitively among eligible disadvantaged community areas, according to the updated criteria which now expands eligibility to the top 25 percent of disadvantaged communities per CalEnviroScreen and includes disadvantaged unincorporated areas and federally recognized tribal territories in the [TCC Mapping Tool for Eligible Project Areas and Planning Areas](#) and the [TCC Guidelines](#). The grant term will be approximately five years, with an additional year for evaluation and reporting.

Application Process

All Implementation Grant Applicants must submit application materials using their assigned TCC Microsoft SharePoint folder, a web-based application. Pre-Proposal Applications must be submitted by **5:00 p.m. PST on April 22, 2022**, and Final Applications must be submitted by **5:00 pm PST on July 1, 2022**. No late applications or application revisions will be accepted after the application submittal deadline. No hard copies, facsimiles, electronic transmissions via email, hand-delivered copies, or any other method of submitting complete applications will be accepted.

All applications will be reviewed by TCC Program Staff to ensure that all required documentation is submitted and the application is complete. Applicants that may be missing application information will be notified by TCC Program Staff. If applicants are contacted because of missing information, the application will be deemed incomplete if the applicant does not provide the missing information within two (2) business days.

Implementation Grant applications will be reviewed and evaluated by SGC staff, along with an interagency review panel of partnering State agencies, according to the requirements stated in Section II.A-H of the

[TCC Guidelines](#). Eligible applications will be scored based on the threshold and scoring criteria in Section II.G, “Application”. Following the initial application review, members of the review panel will conduct site visits with each of the applicants. Based on the interagency review of the applications and site visits, TCC Program Staff will finalize and prepare award recommendations to present to the SGC Council Members for consideration of final approval. The SGC staff will contact applicants recommended for funding. Staff recommendations will be posted for public review ten (10) days prior to the SGC public meeting.

Application resources are available on [SGC’s website](#) including how to access and submit an application via the Microsoft SharePoint folder. The anticipated date of announcement for the selection of Implementation Grant recommendations is October 2022. The ultimate awarding of Implementation Grant Program funds is subject to the approval of the Council. The Council decision is final.

Applications must meet all eligibility requirements upon submission. Applications having material inconsistencies will not be rated and ranked. Modification of the application by the applicant after submission is prohibited.

It is the applicant’s responsibility to ensure that the application is clear, complete, and accurate. After the application deadline, staff from SGC, DOC, or other partnering state agencies may request clarifying information or inquire as to where the application-specific information is located provided that such information does not affect the competitive rating of the application. No information, whether written or oral, will be solicited or accepted if this information would result in a competitive advantage to an applicant or a competitive disadvantage to other applicants.

Application Scoring

Applications will be evaluated according to the process and scoring criteria set forth in Section II.G of the [TCC Guidelines](#). The three top scoring Applicants will be recommended to the Strategic Growth Council to receive TCC Implementation Grants. Applications will be evaluated based on the scoring criteria.

Basis of Appeals

1. Upon receipt of a notice that an application has been determined to be ineligible, fail threshold review, or not awarded based on final scores, Implementation Grant Applicants under this NOFA may appeal such decision(s) to SGC pursuant to this section.
2. No Applicant shall have the right to appeal a decision of SGC relating to another Applicant’s eligibility, point score, award, denial of award, or any other matter related thereto.
3. The appeal process provided herein applies solely to the decision of SGC made in this program NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future program NOFAs.

Appeal Process and Deadlines

1. Process: To file an appeal, Implementation Grant Applicants must submit to SGC, by the deadline set forth below, a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to SGC, no information of materials will be accepted or considered thereafter. Appeals submitted to SGC at tcc@sgc.ca.gov according to the deadline set forth in SGC review letters.
2. Filing deadline: Appeals must be received by SGC no later than five business days from the date of SGC’s threshold review or score letters, representing SGC’s decision made in response to the application.

Appeal Decision

Any request to appeal to SGC's decision regarding an Implementation Grant application shall be reviewed for compliance with the [TCC Guidelines](#) and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of SGC.

PLANNING GRANTS

Eligible Applicants and Planning Activities

Eligible applicants for Planning Grants include but are not limited to: community-based organizations, local governments, nonprofit organizations, philanthropic organizations and foundations, faith-based organizations, coalitions or associations of nonprofit organizations, community development finance institutions, community development corporations, joint powers authorities, councils of government, and/or California Native American Tribes. SGC strongly encourages submittal of proposals comprised of meaningful, actionable internal and external collaboration that demonstrates a commitment to the proposal from multiple organizations.

There must be a minimum of one (1) Co-Applicant in addition to the Lead Applicant. More than one (1) Co-Applicant is strongly encouraged. Priority in scoring will be given to applicants that are able to demonstrate strong and diverse partnerships, including with community-based organizations and other stakeholder groups.

Planning Grants are intended to help communities increase their potential to successfully apply for and to implement future Transformative Climate Communities Implementation Grant awards or other California Climate Investment programs. Planning activities should focus on responding to planning issues or priorities that directly benefit vulnerable communities and that are defined either within an existing regional or local plan, or further the development of an area to be eligible to apply for a future TCC Implementation Grant.

Application Process

All Planning Grant Applicants must submit an application using their assigned TCC Microsoft SharePoint folder, a web-based application by **5:00 pm PST on July 1, 2022**. No late applications or application revisions will be accepted after the application submittal deadline. No hard copies, facsimiles, electronic transmissions via email, hand-delivered copies, or any other method of submitting complete applications will be accepted.

All applications will be reviewed by TCC Program Staff to ensure that all required documentation is submitted and applications complete. Applicants that may be missing application information will be notified by TCC Program Staff. If applicants are contacted because of missing information, the application will be deemed incomplete if they applicant does not provide the missing information within two (2) business days. Planning Grant applications will be reviewed and evaluated by staff from SGC, DOC, and an interagency review panel of partnering State agencies, according to the requirements stated in Section III, "Planning Grants", of the [TCC Guidelines](#). Based on the interagency review of the applications, TCC Program Staff will finalize and prepare award recommendations to present to the SGC Council Members for consideration of final approval.

Application resources are available on [SGC's website](#) including how to access and submit an application via the Microsoft SharePoint folder. The anticipated date of announcement for the selection of Planning Grant recommendations is October 2022. The ultimate awarding of TCC Planning Grant funds is subject to the approval of the Council. The Council decision is final.

Applications must meet all eligibility requirements upon submission. Applications having material inconsistencies will not be rated and ranked. Modification of the application by the applicant after submission is prohibited.

It is the applicant's responsibility to ensure that the application is clear, complete, and accurate. After the application deadline, SGC and DOC staff may request clarifying information or inquire as to where the application-specific information is located provided that such information does not affect the competitive rating of the application. No information, whether written or oral, will be solicited or accepted if this information would result in a competitive advantage to an applicant or a competitive disadvantage to other applicants.

Applicant Scoring

Applications will be evaluated based on scoring criteria set forth in Section III.D, "Application" of the [TCC Guidelines](#), including the extent to which the proposed planning activities will accomplish plan objectives, satisfy State planning priorities and increase the likelihood that Applicants will be competitive for future TCC Implementation Grant funding or other funding programs.

TECHNICAL ASSISTANCE

Implementation Grant Applications

All applicants to the TCC Implementation Grants are required to work with no-cost technical assistance, provided by SGC. This technical assistance is provided to support TCC applicants in the development of their project scope, calculation of greenhouse gas emissions, and developing a complete application.

The technical assistance provider will work with each TCC Implementation Grant applicant to create a work plan for the development of their TCC application. The technical assistance provider will be able to provide supportive services, including but not limited to:

- Review of application responses
- Application coordination
- Financial analysis and budget development
- Support for project integration
- Assessment of project readiness

All TCC Implementation Grant applicants will have greenhouse gas calculation services provided by the technical assistance provider. Applicants will be asked to submit data to the technical assistance provider to provide a comprehensive calculation of reductions. Leading up to this calculation, the technical assistance provider will work with applicants to understand the relative greenhouse gas reduction potential of projects and offer suggestions for increasing project reductions.

If you intend to apply for a TCC Implementation Grant, Lead Applicants must complete a survey to indicate their interest and get connected to the SGC-selected technical assistance providers. The Application Survey for Implementation Grant applicants is due by March 25, 2022 and will be available on the [TCC Resources](#) page under "Current Application Materials". An application workshop webinar series providing an overview of the Implementation Grants including program requirements, program framework, the application process, and grant administration will take place in March on the following dates:

- *March 11, 10:30 a.m. - 12:00 p.m. | All audiences ([register here](#))*
- *March 18, 10:00 - 11:30 a.m. | Tribal Communities (attendance limited to tribes and tribal-serving organizations - [register here](#))*
- *March 18, 2:00 - 3:30 p.m. | Unincorporated Communities and Rural Communities ([register here](#))*

Planning Grant Applications

Technical assistance is available for applicants from disadvantaged unincorporated areas and tribal communities. The TCC Program will provide this technical assistance at no cost. Planning Grant applicants

from disadvantaged unincorporated areas and tribal communities that would like to request technical assistance must complete the Application Survey by March 25, 2022.

All other Planning Grant applicants may direct questions and requests for application assistance to TCC Program Staff. If you intend to apply for a TCC Planning Grant, Lead Applicants must complete a brief survey to indicate their interest and get access to the online application via a Microsoft SharePoint folder. The Application Survey for Planning Grant applicants is due by May 16, 2022 and will be available on the [TCC Resources](#) page under “Current Application Materials”. An application workshop webinar series providing an overview of the Planning Grants including program requirements, program framework, the application process, and grant administration will take place on March 11 and 18. The information and links are the same as the above for Implementation Grant Applications.

Microsoft SharePoint Folder

Instructions on utilizing the TCC Application Microsoft SharePoint folder will be explained during the application webinar. Those unable to attend the webinar may request application information from TCC Program staff directly. Applicants that are unable to access an online application via TCC SharePoint folder may contact SGC for assistance. If Applicants experience any ADA accessibility issues with application materials, please contact SGC for assistance.

OTHER TERMS AND CONDITIONS

State Prevailing Wages

Program funds awarded under this NOFA are subject to State prevailing wage law, as set forth in Labor Code Section 1720 et seq., and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code 1720 (c) as determined by the Department of Industrial Relations. Applicants are urged to seek professional advice as to how to comply with State prevailing wage law.

Disclosure Application of Information

Information provided in the Implementation and Planning Grant applications will become a public record available for review pursuant to the Public Records Act. As such, any materials provided will be disclosable to any person making a public records request. Applicants should use discretion in providing information that is not specifically requested, including, but not limited to bank account numbers, personal phone numbers and home addresses. By providing this information in an application, the applicant waives any claim of confidentiality and consents to the public disclosure of all submitted material. Awarded applications will be posted on the SGC website.

Right to Modify or Suspend

SGC reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, TCC program staff will notify all interested parties via email and will post the revisions to the TCC program website.

Conflict

Conflicts In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control.

RESOURCES AND QUESTIONS

Information about the TCC Program, including the Program Guidelines, application resources, technical assistance, and other resources can be found at the following website: <<http://sgc.ca.gov/programs/tcc/>>. Questions may be directed to the TCC Program by email at tcc@sgc.ca.gov.

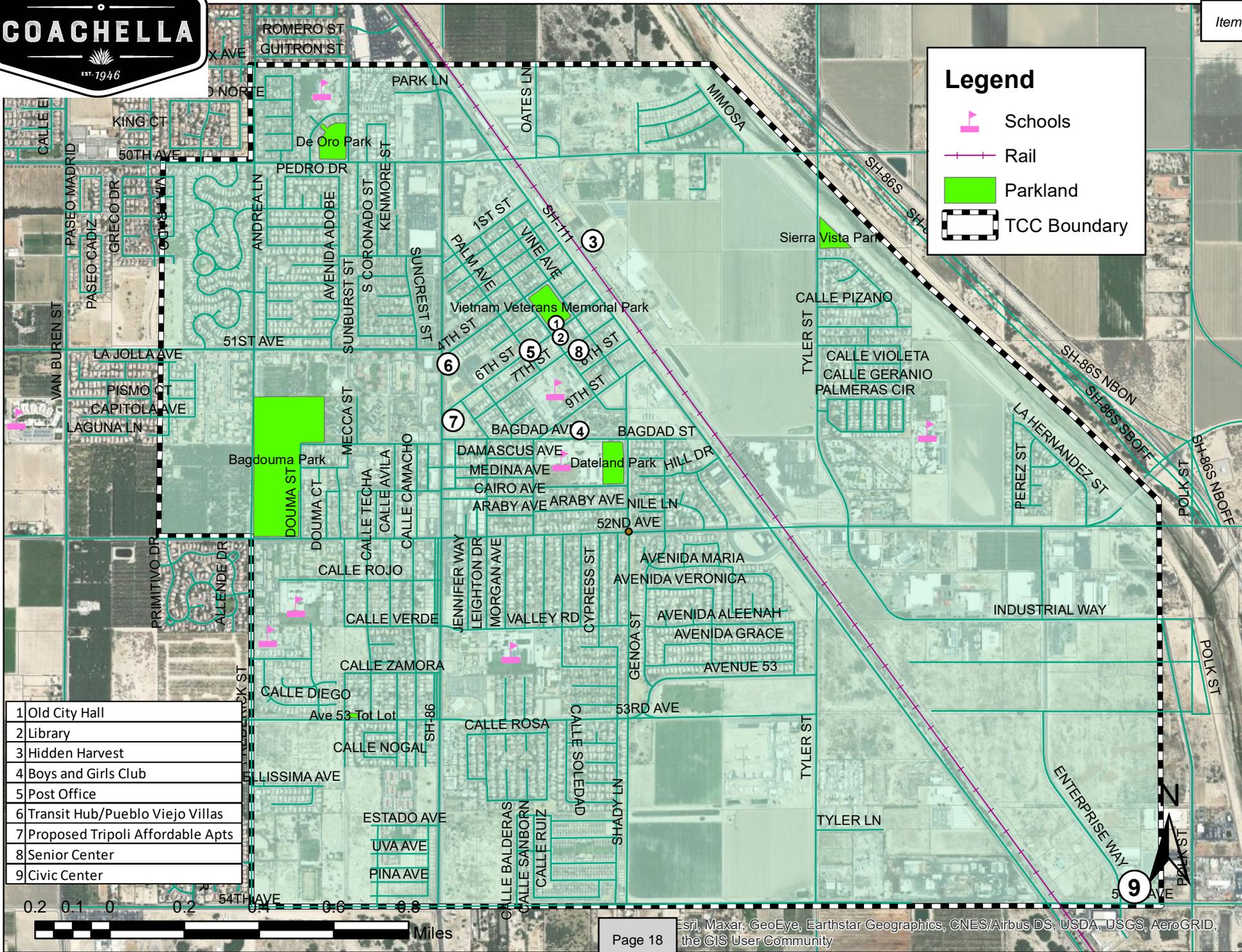


Coachella Prospera Project Area Map

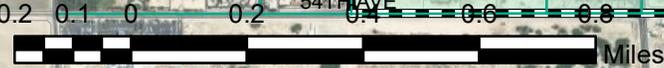
Item 1.

Legend

-  Schools
-  Rail
-  Parkland
-  TCC Boundary



- 1 Old City Hall
- 2 Library
- 3 Hidden Harvest
- 4 Boys and Girls Club
- 5 Post Office
- 6 Transit Hub/Pueblo Viejo Villas
- 7 Proposed Tripoli Affordable Apts
- 8 Senior Center
- 9 Civic Center





**COLLABORATIVE STAKEHOLDER STRUCTURE
SIGNED PARTNERSHIP AGREEMENT
BY AND AMONG:**

- The City of Coachella
- Chelsea Investment Corporation
- GRID Alternatives Inland Empire
- Southern California Mountains Foundation (Urban Youth Conservation Corps)
- The Greater Coachella Valley Chamber of Commerce
- Sunline Transit Agency
- The LEAP Institute
- Alianza Coachella Valley
- Desert Recreation District
- University of California Regents

City of Coachella | TCC Round 4 | June 2022

COACHELLA PROSPERA

PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE COACHELLA PROSPERA TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE

by and among

THE CITY OF COACHELLA

and

CHELSEA INVESTMENT CORPORATION
GRID ALTERNATIVES INLAND EMPIRE
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION (URBAN YOUTH CONSERVATION
CORPS)
THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE
SUNLINE TRANSIT AGENCY
THE LEAP INSTITUTE/GREEN RAITEROS
ALIANZA COACHELLA VALLEY
DESERT RECREATION DISTRICT
UNIVERSITY OF CALIFORNIA, COACHELLA

Dated June 22, 2022

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**PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER
STRUCTURE FOR THE COACHELLA PROSPERA TRANSFORMATIVE
CLIMATE COMMUNITIES INITIATIVE**

This PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE COACHELLA PROSPERA TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE ("Partnership Agreement") is made and entered into this [REDACTED] day of JUNE, 2022, by and between THE CITY OF COACHELLA, a California municipal corporation ("City"); CHELSEA INVESTMENT CORPORATION ("Chelsea"); GRID ALTERNATIVES INLAND EMPIRE ("GRID"); SUNLINE TRANSIT AGENCY ("Sunline"); SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION ("Conservation Corps"); THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE ("Chamber"); THE LEAP INSTITUTE ("LEAP"); ALIANZA COACHELLA VALLEY ("Alianza" or "Outreach Partner"); DESERT RECREATION DISTRICT ("DRD"); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Coachella Center for Environmental Research and Technology ("UCR" or "Data Partner"); (each a "Project Partner" and collectively the "Project Partners"); Together, the Project Partners, Data Evaluation Partner, Outreach Partner, and Non-Displacement Partner may hereafter be referred to individually as "Partner" and collectively as "Partners". Together, the City and Partners may hereafter be referred to individually as "Party" or collectively "Parties".

RECITALS

A. The California Strategic Growth Council (SGC) awards grants for the development and implementation of neighborhood-level climate sustainability plans as part of the Transformative Climate Communities (TCC) program.

B. City is the Lead Applicant and Grantee applying to SGC for a grant ("TCC Grant") to fund a range of projects that will reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the COACHELLA PROSPERA community of the City of Coachella, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Project Area"). The proposed program will hereafter be referred to as "COACHELLA PROSPERA."

C. TCC Partners are organizations or public entities, authorized to lead community-based projects, who have demonstrated the organizational capacity to support the City in the implementation of the COACHELLA PROSPERA.

D. Parties have individually and collectively engaged the residents and stakeholders in the project area in multiple visioning and planning processes over the past decade, culminating in the public workshops which created the COACHELLA PROSPERA. The City and the Partners believe the COACHELLA PROSPERA collaborative can positively transform Coachella, achieving strong public health and economic goals and significantly reducing greenhouse gas emissions.

E. Partners fully support the objectives, goals, strategies, and projects identified under the TCC grant application that was proposed by the City for approval by the SGC ("TCC Grant Application"), and the Partners agree to be Co-Applicants for the TCC Grant Application.

F. SGC requires this Partnership Agreement to set forth the agreed upon governance structure and terms of operation required to implement the COACHELLA PROSPERA, including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

G. Parties desire to enter into a Partnership Agreement as hereinafter set forth in order to establish a collaborative stakeholder structure for matters pertaining to the TCC Grant and the implementation of the COACHELLA PROSPERA in the Project Area.

H. Parties acknowledge and agree that other Partners may be added to this Partnership Agreement from time to time.

TERMS AND CONDITIONS

Section 1. DEFINITIONS.

1.1 General. The definitions set forth in the above recitals, in the TCC Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this Partnership Agreement.

1.2 AHSC. "AHSC" shall mean the Affordable Housing and Sustainable Communities Program.

1.3 AHSC Guidelines. "AHSC Guidelines" shall mean the 2021/2022 AHSC Final Guidelines.

1.4 Application. "Application" shall mean the TCC Grant Application for funding submitted by City.

1.5 Bi-monthly. "Bi-monthly" shall mean every other month.

1.6 Budget. "Budget" shall mean the budget for a particular CCI Project.

1.7 Budget Report. "Budget Report" shall mean the report containing the budget for a particular CCI Project, which breaks down cost by task and lien item.

- 1.8 Close-out Report. "Close-Out Report" shall mean the report submitted to the SGC at the conclusion of an individual CCI Project.
- 1.9 Critical Community Investment Project. "Critical Community Investment Project" or "CCI Project" shall mean a project implemented with TCC Grant Funds.
- 1.10 Community Engagement Plan. "Community Engagement Plan" shall mean the plan that sets forth the community outreach tools and goals of the City and Partners.
- 1.11 Data Collection Plan. "Data Collection Plan" shall mean the plan that codifies data collection methods and reporting requirements and identifies all metrics to be tracked pursuant to the requirements of the TCC Grant Agreement and pursuant to the wishes of the Advisory Council.
- 1.12 Displacement Avoidance Plan. "Displacement Avoidance Plan" shall mean the plan that addresses the displacement prevention needs of the community.
- 1.13 Coachella Prospera Plan. "COACHELLA PROSPERA Plan" or "Plan" shall mean all aspects of the project plan required by the City and its Partners in the TCC Grant Agreement.
- 1.14 GHG. "GHG" shall mean "Green House Gas."
- 1.15 Grant Term. "Grant Term" shall mean the term of the TCC Grant Agreement.
- 1.16 Hub. "Hub" shall mean a subcommittee or subset of the Advisory Council that is tasked with a particular area of focus, is responsible for in-depth study of that area, and reports back to the full Advisory Council with regard to this focus.
- 1.17 Indicator Report. "Indicator Report" shall mean a report that tracks and reports Indicator Tracking for a CCI Project.
- 1.18 Indicator Tracking. "Indicator Tracking" shall mean the tracking and assessment of certain elements to measure the overall impact of the CCI Project investments, as outlined in the TCC Guidelines.
- 1.19 Indicator Tracking Plan. "Indicator Tracking Plan" shall mean the plan that sets forth the community-driven Indicator Tracking guidelines that will govern data collection and progress tracking for CCI Projects.
- 1.20 Lead Applicant. "Lead Applicant" shall mean the City of Coachella.
- 1.21 Advisory Council. "Advisory Council" shall mean the advisory body to the Lead Applicant.
- 1.22 Leverage Funding. "Leverage Funding" shall mean the funding, other than TCC Grant funds, used to supplement TCC Grant funds for the completion of all or a portion of a CCI Project.

1.23 Notice to Proceed. "Notice to Proceed" shall mean the notice issued by the City to all Partners once the TCC Grant Agreement has been fully-executed by and between the City and SGC.

1.24 Performance Period. "Performance Period" shall mean the period of time beginning immediately upon the completion of a CCI Project and ending upon a date determined by the City, during which Partners will be required to complete additional Indicator Tracking.

1.25 Community. "Community" shall mean those residents and stakeholders in the Project Area.

1.26 Subcontractor. "Subcontractor" shall mean any third party used by any Partner to perform any work in furtherance of a CCI Project.

1.27 TCC Grant Agreement. "TCC Grant Agreement" shall mean the agreement entered into by and between the City and the SGC.

1.28 TCC Guidelines. "TCC Guidelines" shall mean the TCC Program Guidelines for 2021/2022 adopted on February 24, 2022.

1.29 Workforce Development Plan. "Workforce Development Plan" shall mean the plan that governs procurement and imposes local-hire requirements on Parties for CCI Projects.

1.30 Working Group. "Working Group" shall mean a group consisting of the members of the Advisory Council and the Coachella Prospera, established for the purpose of facilitating discussion and information-sharing with regard to a particular task.

1.31 Work Plan. "Work Plan" shall mean a plan setting forth the timeline, discrete tasks, and detailed deliverables for a particular CCI Project.

1.32 Work Product. "Work Product" shall mean any writings, notes, memoranda, reports, research, and useable data, whether created or collected by a Partner or a Subcontractor of a Partner, generated in connection with the planning or implementation of the COACHELLA PROSPERA.

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS.

2.1 Incorporation. City and its Partners intend that this Partnership Agreement shall conform to and satisfy all requirements of the TCC Guidelines, AHSC Guidelines, and the TCC Grant Agreement. Each Party's performance shall be conducted in accordance with the TCC Grant Agreement, the TCC Guidelines, the AHSC Guidelines, and this Partnership Agreement (hereafter collectively the "Performance Terms").

2.2 Acknowledgement. Each Party acknowledges that it has reviewed the Performance Terms, participated in the preparation of the COACHELLA PROSPERA Plan and the TCC Grant Application, and is fully committed to the goals and requirements of the Performance Terms.

Section 3. PURPOSE AND GOALS.

3.1 Purpose. The purpose of this Partnership Agreement is to formalize the partnership and understanding between the Parties and to set forth the terms by which the Parties will manage, coordinate, and administer TCC Grant-related activities within the boundaries of the Project Area. The Parties agree that the purpose for conducting the activities as a coordinated group shall include the following:

- a. Implementing activities, programs, strategies, and projects as set forth in the TCC Grant Agreement;
- b. Promoting the execution of objectives and goals set forth in the TCC Grant Agreement;
- c. Providing a platform for community engagement and input into implementation of activities related to the TCC Grant; and
- d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Partnership Agreement.

3.2 Goals. Each Party affirms that the COACHELLA PROSPERA is intended to create the necessary conditions for public and private investment in the project area of Coachella Prospera to support the growth of community amenities and assets, such as increased public safety, quality educational facilities, improved infrastructure, increased mobility, reduced hazardous waste and carbon emissions, more affordable and stable housing, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

Section 4. RESPONSIBILITIES OF ALL PARTIES.

4.1 Mutual Cooperation. Parties recognize that they have complementary expertise and common goals and interests. Parties shall endeavor to cooperate, work together, and share knowledge, expertise, and best practices with regards to the Plan and shall commit to working collaboratively with one another and with community stakeholders throughout the Grant Term. The Parties hereto agree that they will each provide such information and documentation as is reasonably necessary to fulfill the intent of this Partnership Agreement and make diligent efforts to respond to inquiries and requests for information from the other Parties. The Parties agree to provide all Project-related information and documents as requested by the other Party or the State of California, including all grant-related reporting and documentation.

4.2 Leveraging of Available Funds. Parties shall make good faith efforts, as appropriate, to leverage available federal, state, local, and private funds, and to assist other Parties in leveraging

available federal, state, local, and private funds, to support integrated strategic investment for the transformation of Coachella Prospera.

4.3 **Communication.** Parties shall commit to the principle of good communication, especially when one's work may have some bearing on the responsibilities of the other. Parties shall seek to alert each other as soon as practical to relevant developments with regards to the Plan and its execution. Parties shall also ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.

Section 5. CITY - ROLE AND RESPONSIBILITIES.

5.1 **Lead Applicant and Grantee.** City shall be the Lead Applicant and Grantee and shall execute the TCC Grant Agreement, carry out all responsibilities of Grantee as described in the Performance Terms, and work closely with the Department of Conservation throughout the implementation of the Plan. City commits to all duties and responsibilities corresponding to the Lead Applicant's role under the COACHELLA PROSPERA Plan for the length of the TCC Grant Term. City acknowledges that it:

- a. Has reviewed the FY 2021/2022 Transformative Climate Communities Grant Program NOFA, Final Guidelines, and related guidance from the State of California Strategic Growth Council;
- b. Has participated in the preparation of the COACHELLA PROSPERA Plan and Application; and
- c. Is fully committed to the goals and requirements of the NOFA, the COACHELLA PROSPERA Plan, the Application, the requirements of the Grant, and this Partnership Agreement.

5.2 **Working Group Participation.** City shall participate in every Working Group. In doing so, the City will have the responsibility of monitoring day-to-day activities and maintaining awareness of roadblocks, conflicts, and performance issues. For the City, responsibility will be borne by the Office of the City Manager and the Economic Development Department.

5.3 **Grant Administration.** City shall serve as the administrator of the TCC Grant, including but not limited to, compiling all invoices, supporting documentation, and reporting materials for CCI Projects. City shall ensure compliance with all accounting, disbursement, recordkeeping, and all other compliance requirements of the Performance Terms with respect to the City and Partners.

5.4 **Disbursement and Accounting of Funds.** City shall be responsible for the disbursement of the TCC Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a properly completed request for disbursement including necessary supporting documentation, the City shall disburse the TCC Grant funding to the Partner provided SGC has approved the reimbursement request or provided payment to the City. In the event additional time is needed to allow the SGC to process the requesting

Partner's disbursement request, the City shall communicate to the requesting Partner the reason for the delay and the anticipated date for disbursement.

5.5 Financial Support. Parties shall leverage as appropriate, or assist in leveraging, available federal, state, local, and private funds as available to support integrated strategic investment for the transformation of the Project Area.

5.6 Oversight of Implementation. City shall supervise and coordinate the implementation of activities related to the TCC Grant, including the housing, urban greening, and transportation components of the Plan, and enter into any necessary additional agreements with the Project Partners, Data Partner, Outreach Partner, or Anti-Displacement Partner, outside of this Partnership Agreement, to facilitate the implementation of the Plan.

5.7 Workforce Development. City shall impose on Partners and monitor the local hire goals set forth in the Workforce Development Plan.

5.8 Community Engagement. City shall coordinate with the Partners in the implementation of the Community Engagement Plan and be responsive to the Outreach Partner's direction with regard to community outreach and the facilitation of local involvement.

5.9 Displacement Avoidance. City shall cooperate with Partners to implement the Displacement Avoidance Plan and address the displacement prevention needs of the community while focusing on key educational opportunities, encouraging advocacy, and facilitating accountability on behalf of Coachella Prospera.

5.10 Indicator Tracking. City shall work with the Partners and the Advisory Council to develop a community-driven Indicator Tracking Plan and local monitoring guidelines and ensure that all Partners comply with the Indicator Tracking Plan.

5.11 Reporting. The City and its Partners shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports. The City will be responsible for assembling required materials from Partners and submitting required reports to SGC. Partners agree to provide all needed documentation for respective areas to facilitate the City's submission of required reports.

Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.

6.1 Co-Applicants. Each Project Partner shall be a Co-Applicant to the TCC Grant Application and shall carry out all responsibilities associated with its respective CCI Project(s) in accordance with the Performance Terms.

6.2 Representation on Advisory Council. Each Project Partner shall hold one seat on the Advisory Council.

6.3 Working Group Participation. Each Project Partner shall participate in one or more Working Group, based on the respective "project type" that it intends to implement, as outlined in Appendix B to the TCC Guidelines and as appropriate with regard to the size of its Project. Participation in a Working Group requires attendance at regular meetings, coordination with

organizations doing like-projects in the Working Group, joint problem-

solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Advisory Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Working Group, taking on the relative duties required of that position.

6.4 Project Development. Each Project Partner shall develop ideas for programs and projects that directly impact neighborhood quality in the Project Area and shall create scope(s) of work for its respective CCI Project(s) in alignment with the vision of the COACHELLA PROSPERA Plan.

6.5 Implementation of CCI Project. Each Project Partner shall oversee the implementation of its respective CCI Project, in accordance with Performance Terms, and with respect thereto shall:

- a. Secure all necessary governmental approvals, reviews, licenses, or permits;
- b. Immediately notify the City and the Advisory Council of any change in schedule, design, or outcome so that the determination can be made as to whether State review and/or a change to the GHG calculation is required;
- c. Prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with other Parties, subcontractors, and stakeholders to ensure that its CCI Project does not deviate from its intended purposes and the expectations of the Eastside Neighborhood;
- d. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete CCI Projects; and
- e. Refrain from using TCC Grant Funding to supplant Leverage Funding.

6.6 Implementation Policies. Each Project Partner agrees to participate in and incorporate the following implementation policies, as appropriate to its respective project: the Community Engagement Plan, the Workforce Development Plan, and the Displacement Avoidance Plan. Project Partners agree to abide by the goals set forth in the Workforce Development Plan when procuring any portion of work associated with their respective CCI Project and when hiring any related temporary or permanent positions, unless the Project Partner is a public entity, in which case it is required to comply with its agency's applicable hiring and procurement statutes.

6.7 Hiring Subcontractors. Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for CCI Projects. City's obligation to pay the Project Partner is an independent obligation from the Project Partners' obligations to pay their respective Subcontractors. With regard to Subcontractors:

- a. Project Partners are entitled to make use of their own staff and Subcontractors as identified in their respective Budget and Work Plan.
- b. Project Partners shall manage, monitor, and accept responsibility for the performance of

their own respective staff and Subcontractors and shall conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partnership Agreement.

- c. Nothing in this Partnership Agreement or otherwise shall create any contractual relationship between the City and any Subcontractors retained by a Project Partner, and no Subcontractor will relieve the Project Partner of its obligations under the Agreement.

6.8 **Reporting.** Each Project Partner shall submit all required supporting documentation, as set forth in Section 10.5, to demonstrate that the work for which it is seeking reimbursement has been completed. Each Project Partner is responsible for its respective CCI Project and shall develop, prepare, and submit regular updates to the City and the Advisory Council regarding its progress toward CCI Project objectives, shall routinely update the information management platform regarding CCI Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Advisory Council.

6.9 **Recordkeeping.** Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each CCI Project with adequate documentation supporting each action taken with respect to the Plan, including letters and email correspondence, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness and compliance documentation. Each Project Partner shall make such records available to the City for inspection. All such records shall be clearly identifiable. Each Project Partner and its Subcontractors shall allow inspection of all work, data, documents, proceedings, and activities related to the Partnership Agreement for a period of five (5) years from the day after the last day of the Performance Period.

Section 7. DATA PARTNER- ROLES AND RESPONSIBILITIES.

7.1 **Co-Applicant.** Data Partner shall be a Co-Applicant to the TCC Grant Application and shall hold the City and its Project Partners accountable to the specific impact goals of their respective CCI Project.

7.2 **Representation on the Advisory Council; Reporting Role.** Data Partner shall hold a seat on the Advisory Council and shall lead a discussion with the Advisory Council, quarterly, to review and analyze the Data Dashboard indicators to track Partners in connection with their respective performance goals and to help them understand initiative-wide progress toward their goals. If metric targets are not met, the Advisory Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan for their respective project that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

7.3 **Hub and Working Group Participation.** As the objective data manager, the Data Partner shall coordinate with the Community Engagement Working Group, and any other Hub or Working Grouping wherein its expertise is needed, as assigned by the City.

7.4 Community Engagement. Data Partner, in coordination with the Outreach Partner, shall engage residents and businesses in an annual survey geared toward tracking communitywide indicators to determine if CCI Projects are changing attitudes, behavior, health, and circumstances for Coachella Prospera. Data Partner shall identify publicly available data (e.g. Census, Bureau of Labor Statistics) for tracking neighborhood and community-level metrics, including stress levels, rates of chronic disease, and community cohesion.

7.5 Tracking. Data Partner shall be responsible for ensuring that all data that Parties are required to track pursuant the TCC Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the TCC Grant Term:

- a. Work closely with the City, the Advisory Council, and community stakeholders to identify specific indicators that will be tracked over time to understand CCI Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a TCC Grant Agreement.
- b. Inventory and analyze how indicators are used for decision-making or quality improvements, which indicators are governed by regulatory requirements, and how data variables are defined (i.e. a data dictionary). This process will allow the Data Partner to recommend common variables for easy data integration.
- c. Create the Data Collection Plan.
- d. Create a Data Dashboard that provides monthly, quarterly, and annual reports on key indicators that the Advisory Council defines and that are required by the State in the TCC Grant Agreement.

7.6 Training. Data Partner shall ensure that Project Partners are meeting their data collection requirements. Data Partner shall train all Project Partners as applicable on what data to collect and how to collect their assigned data and report the data to meet State requirements and the TCC Grant Agreement.

7.7 Support. Data Partner shall provide support to Project Partners if they are facing obstacles or challenges in their data collection efforts.

7.8 Data Sharing. Data Partner shall work to develop data share agreements that allow Partners to participate in a centralized data portal for inputting and accessing data and monthly data reports.

Section 8. NON-DISPLACEMENT PARTNER - ROLES AND RESPONSIBILITIES.

8.1 Co-Applicant. Non-Displacement Partner shall be a Co-Applicant to the TCC Grant Application and shall work under contract with the City to prevent displacement by actively assisting the residents in the Project Area in matters of foreclosure avoidance and tenants' rights.

82 Representation on Advisory Council; Reporting Role. Non-Displacement Partner shall hold a seat on the Advisory Council and shall lead efforts to implement the Displacement Avoidance Plan, analyze the effectiveness of existing policies and programs on residents and businesses, make modifications as necessary, and report regularly to the Advisory Council on related non-displacement efforts.

83 Services and Programs. Non-Displacement Partner shall:

- a. Maintain active certification with the Department of Housing and Urban Development (HUD);
- b. Assist households with foreclosure prevention;
- c. Provide tenant advocacy and referrals to low cost legal representation, including conducting intake and evaluations, and helping with transportation, translation, and general advocacy obligations; and
- d. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.

84 Reporting. Non-Displacement Partner shall keep a record of all clients and the services that it receives and shall provide quarterly updates to the Advisory Council. Non-Displacement Partner shall meet the following reporting requirements:

- a. General Reporting Requirements.
 - (1) All reports must be completed using the templates attached to the TCC Grant Agreement or provided by the City.
 - (2) The first reporting period will begin on the start date of the TCC Grant Agreement by and between the City and SGC.
 - (3) All reports must be submitted to the City on the due date specified by the City. When the report due date falls on a weekend or state recognized holiday, reports will be due on the first working day that follows.
 - (4) All reports must be signed by the signatory to this Partnership Agreement.
 - (5) City and SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- b. Bi-Monthly Progress Reports. Non-Displacement Partner shall complete Bi-Monthly Progress Reports using the template attached to a TCC Grant Agreement.

- c. Annual Reports. Non-Displacement Partner shall complete an annual progress report, an annual leverage funding report, in accordance with Performance Terms, an Indicator Tracking Report, and a detailed Work Plan and Budget using the templates included in a TCC Grant Agreement, once per year.

Section 9. OUTREACH PARTNER - ROLES AND RESPONSIBILITIES.

9.1 Co-Applicant. Outreach Partner shall be a Co-Applicant to the TCC Grant Application and shall be responsible for the development of community outreach tools and the facilitation of local participation.

9.2 Representation on Advisory Council; Implementation of Community Engagement Plan. Outreach Partner shall hold a seat on the Advisory Council and shall lead efforts to implement the Community Engagement Plan.

9.3 Community Engagement. Outreach Partner shall coordinate and support resident involvement in major decisions, develop and manage a coalition of stakeholders in support of the Plan, and work with relevant stakeholders to increase the involvement of neighborhood residents, businesses, nonprofits, and grassroots and faith-based organizations.

9.4 Reporting. Outreach Partner shall track all outreach efforts and provide quarterly updates to the Advisory Council.

Section 10. COLLABORATIVE STRUCTURE.

10.1 General. Parties shall actively promote community engagement and shall work in conjunction through the Advisory Council. Advisory Council shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the TCC Grant, but the Advisory Council does not have any final decision-making abilities. Advisory Council shall have the organization and powers specified below and shall use the framework, attached hereto in the Organizational Chart in Exhibit "B", to govern the implementation of the TCC Grant, to make decisions related to the Project, and to recommend any necessary changes to the COACHELLA PROSPERA Plan during implementation.

10.2 Membership. Advisory Council shall consist of fifteen (15) seats. Each of the ten (10) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Advisory Council. Additionally, five (5) seats shall be "Community Seats", filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat shall be a "Youth Seat", filled by an individual or organization from the Project Area representative of the youth demographic. As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the wishing to serve on the Advisory Council must submit a request to the City for appointment onto the Advisory Council. City shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Advisory Council will hereafter be referred to as "Members."

- a. Adding or Removing Members. Any organization or individual that is a party to this Partnership Agreement will be a member on the Advisory Council, so removal or

addition of a party to this Partnership Agreement will likewise remove or add a member to the Advisory Council. As it concerns the Community Seats and the Youth Seat, the City may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this Partnership Agreement. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to the City.

10.3 Meetings. To establish order and efficiency, upon the City's issuance of the Notice to Proceed, the Advisory Council shall meet once a month until all Working Groups, and communication processes are fully-established ("Establishment Phase"). In no event shall the Establishment Phase be shorter than six (6) months. After the completion of the Establishment Phase, the Advisory Council shall conduct meetings at least on a quarterly-basis, as follows:

- a. Location. Meetings shall be held within the Project Area, at a time and location previously determined by the Parties.
- b. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and resident empowerment. To maximize public participation, the Advisory Council shall not discuss any item not appearing on the duly-noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Advisory Council regarding all matters within the Advisory Council's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Advisory Council's discussion of or decision on that item.
- c. Notice. City shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Advisory Council shall also make efforts to forward the agenda and materials to specific residents and businesses in the Project Area who have particular interests in an agenda item. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to TCC Grant implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made via email to the Advisory Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Advisory Council meeting.
- d. Decision-Making and Dispute Resolution. All substantive changes or material issues related to implementing the COACHELLA PROSPERA Plan shall be

presented to the Advisory Council at a regularly scheduled meeting. If the Advisory Council is unable to reach consensus on a matter, the City should pursue conflict resolution and address the division before moving forward. Addressing the division may include further community outreach, modification of the proposal, and further reporting to the Advisory Council. It is the goal of the process to have all recommendations be supported by the majority of the Advisory Council.

- e. Bylaws. At its first meeting, the Advisory Council shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Advisory Council, by affirmative vote of the majority of Members present at the meeting, shall appoint five (5) Members to draft bylaws for the collaborative stakeholder structure and set the priorities of the Advisory Council. The bylaws and priorities shall confirm to the general terms and intent of this Partnership Agreement and shall become effective upon adoption by the Advisory Council.

Officers. At its first meeting, the Advisory Council, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Advisory Council.

10.4 Hub Implementation. Advisory Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Sustainable Housing, (2) Urban Greening, (3) Active Transportation, and (4) Low Carbon Transportation. Any recommendation to change the number or type of Hubs should be brought before the Advisory Council for discussion. Hubs shall otherwise operate as follows:

- a. Meetings and Structure. Each Hub will be convened initially by the City, and shall establish its meeting schedule, meeting guidelines, agenda, and structure at its first meeting. Because the work of each Hub is so complex and involves its own set of Partners and constituencies, each Hub should have its own organizational structure, with one or two Partners agreeing to act as the lead ("Hub Lead"). Hub Leads are required to commit to managing the Hub for a minimum of one year. Unless the Hub establishes co-leads, if more than one organization wants to lead the Hub, then the members in the Hub shall vote, one vote per member, and the member receiving the majority vote shall become the Hub Lead. In order to ensure consistency in messaging, access to the same high-level advice, funding and tools, and expediency in implementation, the City shall participate in all Hub meetings, and the Hubs shall report about and receive guidance on their work at each Advisory Council meeting.
- b. Subcontractor Participation. Subcontractors are strongly encouraged to participate in the Hub meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.

10.5 Working Group Implementation. Each Hub shall designate at least one representative to sit on each of the following Working Groups: City Oversight Working Group, the Community Engagement Working Group, the Workforce Working Group, and the Displacement Avoidance Working Group. The composition and operations of each Working Group shall be as follows:

- a. City Oversight Working Group. In order to effectively resolve issues among and between Project Partners and community stakeholders related to implementing work, City agencies necessary for plan implementation (e.g, Public Works, Engineering, Development Services, Economic Development, and Public Utility) shall form a Working Group to meet on a Bi-monthly basis to collaborate, prioritize, streamline and track the overall progress of the COACHELLA PROSPERA Plan. Other departments and resources will be called in on an as-needed basis to ensure problems are solved rapidly and thoughtfully. This Working Group will advise the Advisory Council on critical issues related to project feasibility and implementation and provide suggestions for how to resolve issues or expedite project completion.
- b. Technical & Design Review Working Group. To evaluate potential changes to the Plan through the implementation process, a technical and design review working group shall be formed. This Working Group is available to the Hubs and shall meet with Partners who are requesting changes or modifications to their respective projects for the purpose of evaluating the feasibility and challenges related to the request. This Working Group will be responsible for communicating with the City on potential changes or feedback on implementation challenges. The City will share this information with SGC. This Working Group shall report to the Advisory Council on recommendations for modifications to the COACHELLA PROSPERA Plan. The City will be responsible for convening this working group.
- c. Community Engagement Working Group. Community Engagement Working Group shall be led by the Outreach Partner and shall include a representative from each Hub, a team of community members hired to do community engagement work, the City, and all communication-related Subcontractors hired to work on the COACHELLA PROSPERA. This Working Group shall coordinate and plan outreach/engagement activities and efforts, craft communication messages, provide input on website and other social media design, ensure community engagement and participation for planning and implementing larger community events in the Project Area, and recruit grassroots organizations and networks to assist in community -based data collection, and dissemination of information and notices.
- d. Workforce Working Group. Workforce Working Group shall be established by the City and utilized by all Partners as necessary for advice and coordination on all training and hiring opportunities within each Project Type. Workforce Working Group will assist in job mapping, local labor force referrals, developing and

advising on training modules, and connecting Partners to education and workforce partners.

- e. Displacement Avoidance Working Group. Displacement Avoidance Working Group shall be overseen by the Non-Displacement Partner. This Working Group will allow the Non-Displacement Partner to coordinate its displacement avoidance efforts and to make sure that a lens of anti-displacement is incorporated in the implementation of all COACHELLA PROSPERA CCI Projects.

10.6 Community Representation. Parties acknowledge that community representation throughout the process is integral for the success of the COACHELLA PROSPERA, and Parties take all reasonable measures to engage the public, including but not limited to the following:

- a. Working Groups, Hubs, and the Advisory Council will be forums wherein community stakeholders and Partners are able to participate in the discussion and decision-making process.
- b. City will use existing local community groups and resident organizations to publicize meetings and utilize its Partners to assist in community outreach and engagement.
- c. The determination and implementation of some Projects (specifically in the Urban Greening and Active Transportation Hubs) require more design, and Partners have committed to robust community participation in all aspects of design and location.
- d. City shall consult with the Partners and community stakeholders privately and in Working Group settings to ensure clear messaging and communication on goals and requirements, address conflicts and roadblocks as they arise, and ensure that decisions are well-informed and made quickly to guarantee success.

10.7 Accountability. City shall work with Partners and stakeholders to engage them on what measures the community would like to see to ensure accountability throughout the process, including but not limited to the following:

- a. In order to be accountable to the community, the City and the Co-Applicants commit to regular tracking of project metrics.
- b. If metric targets are not met, the Advisory Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan, for their respective project, that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

- c. All CCI Projects will include strong levels of community engagement and input and are required to report out to their respective Hubs, allowing for peer-to-peer accountability and evaluation as well as direct community accountability.
- d. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the TCC investments are changing attitudes, behavior, health, and circumstances for the Project Area.
- e. Advisory Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.
- f. City is responsible for ensuring the accountability of its Co-Applicants, Partners, and Working Groups to meet their responsibilities and implement their Projects in a timely fashion, in accordance with their Work Plan and within their budget allocation.
- g. City will dedicate staff to monitor all Projects, participate in Hubs and Working Groups, and track progress through data dashboards and utilization of specific project management software and smart sheets that create charts and allow for task collaboration. Utilizing this software allows the City to measure progress and determine early on when tasks and timelines are not being met.
- h. City, as Lead Applicant, will meet with Co-Applicants when items begin to get flagged as late and develop appropriate work plans to address issues as they arise.
- i. City and Hub Leads will engage in site visits to visually inspect progress and build out of all projects and will utilize its Technical and Design Working Group with all accountability steps.

Section 11. TERM AND TERMINATION.

11.1 Term. This Partnership Agreement shall become effective as of the date on which the last Party executes this Partnership Agreement ("Effective Date"). The Term shall commence on the Effective Date and continue for five (5) years thereafter and shall automatically terminate unless otherwise extended by a written amendment to this Partnership Agreement executed by all of the Parties. Except for additional time needed to address outstanding commitments under the agreements.

11.2 Termination. City reserves the right to terminate this Partnership Agreement for convenience upon thirty (30) days' written notice to the Co-Applicants. Co-Applicants reserve the right to terminate their participation in this Partnership Agreement for convenience upon thirty (30) days written notice to the City, subject to executed indemnity agreement between all Parties. This Partnership Agreement shall automatically terminate if the COACHELLA PROSPERA Application does not receive a grant award based on its response to the FY21/22 NOFA.

11.3 Co-Applicant Substitution. City, as the Lead Applicant, may remove and substitute individual Co-Applicants to this Partnership Agreement on an as needed basis, without the prior approval of other Co-Applicants.

11.4 Work Product. Each Co-Applicant shall deliver its Work Product to the City in Event of Termination.

11.5 Reimbursement. A Co-Applicant may submit a final request for reimbursement within sixty (60) days of termination. City shall review and seek reimbursement for all Co-Applicant sums for services actually performed and properly accounted for prior to the effective date of termination. No reimbursement submittals will be processed if received more than sixty (60) days after termination. Requests for reimbursement shall include invoices and any other necessary documentation, as determined by subsequent agreement between the City and the Co-Applicant.

Section 12. INDEMNIFICATION.

Each Partner shall indemnify, defend, and hold the City and the City's officers, agents, and employees harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to the intentional or negligent acts, errors, or omissions of that Partner, its officers, agents, or employees, in the performance of this Partnership Agreement. Parties shall enter into a separate indemnity agreement upon Grant award.

Section 13. INSURANCE.

13.1 General Provisions. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicants shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Partnership Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law. Any Party that is an authorized self-insured public entity for purposes of Professional Liability, General Liability, and Workers' Compensation warrants that it has the equivalent of the following coverages adequate to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Partnership Agreement and shall provide a self-insured affirmation letter to the City immediately upon the City's issuance of the Notice to Proceed.

a. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on a Co-Applicant's indemnification obligations.

b. Ratings. Any insurance policy or coverage provided by a Co-Applicant or Subcontractors as required by this Partnership Agreement shall be deemed inadequate and a

material breach of this Partnership Agreement unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

c. Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

d Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by a Co-Applicant pursuant to this Partnership Agreement are adequate to protect that Co-Applicant. If Co-Applicant believes that any required insurance coverage is inadequate, Co-Applicant will obtain such additional insurance coverage as Co-Applicant deems adequate, at Co-Applicant's sole expense.

13.2 Workers' Compensation Insurance. By executing this Partnership Agreement, Co-Applicant certifies that Co-Applicant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Co-Applicant shall carry the insurance or provide for self-insurance required by California law to protect said Co-Applicant from claims under the Workers' Compensation Act. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Co-Applicant is self-insured for such coverage, or 2) a certified statement that Co-Applicant has no employees, and acknowledging that if Co-Applicant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given thirty (30) days' prior written notice before modification or cancellation thereof.

13.3 Commercial General Liability and Automobile Insurance. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall obtain, and shall thereafter maintain during the term of this Partnership Agreement, commercial general liability insurance and automobile liability insurance as required to insure Co-Applicant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Co-Applicant. The City, and its officers, employees and agents, shall be named as additional insureds under the Co-Applicant's insurance policies.

- a. Co-Applicant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
- b. Co-Applicant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Co-Applicant's automobile

and/or commercial general liability insurance policies shall cover all vehicles used in connection with Co-Applicant's performance of this Partnership Agreement, which vehicles shall include, but are not limited to, Co-Applicant owned vehicles, Co-Applicant leased vehicles, Co-Applicant's employee vehicles, non-Co-Applicant owned vehicles and hired vehicles.

- c. Immediately upon the City's issuance of the Notice to Proceed, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Partnership Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Coachella, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Coachella.

- d. The insurance policy or policies shall also comply with the following provisions:
- (1) If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
 - (2) The policy shall specify that the insurance provided by Co-Applicant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG20010413 shall be provided to the City.

Section 14. EFFECT OF THIS PARTNERSHIP AGREEMENT.

14.1 Each Party recognizes that another Party may need additional assurances regarding the TCC funding and the scope of work related to a CCI Project before the commencement of construction of any component of a CCI Project, including assurances for lenders and investors. Parties agree to cooperate with each other to reach mutual agreement on the Schedule of Performance, amendments to this Partnership Agreement, and other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications. Parties further understand and agree that the State of California retains the ultimate discretion to approve or deny TCC Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative stakeholder structure, contingent upon TCC Grant funding and award, and no commitment to any expenditures outside of the Grant award.

14.2 Nothing contained in this Partnership Agreement shall be construed to require, or have the effect of requiring, the City to take any action inconsistent with any applicable law, rule or regulation which governs the City's actions.

Section 15. NON-DISCRIMINATION.

Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Partnership Agreement.

Section 16. DISPUTES.

Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding the TCC Grant that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each Party shall bear its own expenses and costs associated with the mediation. Parties shall share the cost of a mediator equally.

Section 17. STATE DISCLAIMER.

Parties acknowledge that while the City has discussed the Project with the Strategic Growth Council, the State has not stated the conditions, if any, on which it would approve any approach to be funded pursuant to this Partnership Agreement. All terms and conditions stated in this Partnership Agreement or any other document regarding the Lead Applicant's or Co-Applicants' participation in the Project shall be modified as needed to meet all State requirements.

Section 18. MISCELLANEOUS.

18.1 Notices. Any notices, bills, invoices, or reports relating to this Partnership Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth on the signature pages, and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid.

18.2 Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this Partnership Agreement nor shall any such member, official or employee participate in any decision relating to this Partnership Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

18.3 Governing Law. This Partnership Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

18.4 Venue. Any legal action related to the performance or interpretation of this Partnership Agreement shall be filed only in the Superior Court in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location.

18.5 No Third-Party Beneficiaries. This Partnership Agreement is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this Partnership Agreement.

18.6 Section Headings. The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Partnership Agreement.

18.7 Compliance with Laws and Regulations; Legal Authority. By executing this Partnership Agreement, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Nothing in this Partnership Agreement binds the Parties to perform any action that is beyond its legal authority.

18.8 Authority. The persons executing this Partnership Agreement or exhibits attached hereto on behalf of the Parties to this Partnership Agreement hereby warrant and represent that they have the authority to execute this Partnership Agreement and warrant and represent that they have the authority to bind the respective Parties to this Partnership Agreement to the performance of its obligations hereunder.

18.9 Assignment. The Parties shall not assign, transfer, or subcontract any interest in this Partnership Agreement without the prior written consent of the City. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder, without prior written consent of City shall be null, void and of no effect.

18.10 Counterparts. This Partnership Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

18.11 Entire Agreement. This Partnership Agreement, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this Partnership Agreement shall be in writing and acknowledged by all Parties to this Partnership Agreement.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Partnership Agreement to be executed by their duly authorized representatives on the dates set forth below.

EXHIBIT "A"
PROJECT AREA

EXHIBIT "B"

COLLABORATIVE STAKEHOLDER STRUCTURE



June 28, 2022

Subject: CFD Loan Commitment
 Prospera (proposed project)
 Coachella, CA 92236

To Whom It May Concern:

The City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended.

Chelsea Investment Corporation ("Developer") has obtained site control for a proposed low income housing development with the intention of constructing a 116-unit affordable mixed-use, multifamily development with commercial space, carports and related improvements known as the Prospera Apartments (the "Development") with expected entitlement in the name of a new entity to be formed conducive to the type of development contemplated ("to be formed entity"). The proposed development is located on APN 763-400-016 west of Industrial Way and South of Avenue 52 in Coachella.

The City agrees to enter into a conditional affordable housing loan commitment wherein the City agrees to loan "to be formed entity" funds for the prepayment of special assessments under the following terms:

1. Loan Amount - \$20,921,918*.
2. Loan Term - 55 years.
3. Interest - 3% simple per annum**.
4. Repayment – in full at end of loan term, sale or principal increase refinance.
5. Annual Payments - 50% of residual cash flow or as specified in agency sharing agreement***.

*Based on CFD per unit amount for fiscal year 21/22 of \$1,249.40 presuming 3% average annual CIP increases. Agreement amount to be updated to reflect current CFD rate at time of development completion. Special assessments exceeding the loan/prepayment amount within the 55-year term will be included in the applicable year levy.

**Interest will be calculated on the accrued unpaid special assessment balance each year.

***Free cash flow will be stipulated in the agreement consistent with standard financial definitions and will specifically exclude any equity items such as but not limited to partnership distributions, profit pay outs, partner guaranteed payments or any other equity/capital distribution as defined by Generally Accepted Accounting Principles. Free cash flows will also specifically exclude reserve balances except

for reasonable operating reserves which will not exceed one year of operating expenses as measured by the immediately preceding fiscal year.

Conditions of Loan Approval:

1. The Developer agrees to enter into a concurrent prepayment agreement in the same amount as the loan agreement. Monies received under the affordable housing loan agreement will be directly paid to the City in prepayment of CFD taxes due.
2. The Developer agrees to annex the property into the CFD.
3. The Developer agrees to applicable modification of the CFD to permit a prepayment agreement.
4. The Developer secures all development financing.
5. The Developer obtains all necessary City and other regulatory approvals.
6. The Developer agrees to complete all off-site improvements specified in grant, funding and City agreements along with related applications and supporting detail documents.

Council of the City of Coachella approved this conditional loan commitment for the above-referenced development at a specially convened meeting on June 29, 2022. This letter shall serve as an enforceable funding commitment for the loan. The loan, totaling \$20,921,918 will be made as permanent funding for the development.

Should you have any questions, please do not hesitate to contact me at 760-262-6241.

Sincerely,



STAFF REPORT
6/29/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Fiscal Year 2022-23 Continuing Resolution No. 2022-66

SUMMARY

A Continuing Resolution allows the City to make routine and monthly payments for personnel, supplies, services and miscellaneous maintenance costs as necessary to continue day-to-day operations of the City in providing services to Coachella citizens.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2022-66 in order to authorize the City Manager to continue City operations, including payroll and purchases of necessity in order to keep the City in operations consistent with expenditures and commitments approved in the fiscal 2021-22 adopted budget for an additional period of 32 days (until July 31, 2022) prior to the approval of the adoption of the Annual Budget for FY 2022-23.

BACKGROUND/ANALYSIS:

On June 22, 2022 the City of Coachella's proposed budget was brought for adoption and direction was sought by staff from City Council. After discussion and various questions, the proposed budget was not approved. In order to maintain City services for the citizens, authorization must be approved to fund routine and needed services past June 30, 2022.

A budget addresses city policies, city operations and communicates the anticipated financial activities to both the public and rating agencies. If a budget is not ultimately adopted, it would likely require disclosures to rating agencies and in future financial reports; and, it provides no direction to staff or the public as to what the City's activities would be for the applicable year.

DISCUSSIONS:

California Government Code Section 53901 requires each local agency to file its budget with the County Auditor within 60 days after the beginning of its fiscal year. If an agency does not have a "formal budget," it must file a listing of its anticipated revenues together with its expenditures for the fiscal year in progress.

In the aftermath of the COVID-19 pandemic and current economic uncertainty due to talks of a recession, the fiscal picture is unclear and Council is concerned about the revenue uncertainty and having funding available to fund the current level of services. A continuing resolution will allow the City of Coachella to continue to provide essential services to the community and to pay its employees for a period of six months until the

FISCAL IMPACT

Yes. This Resolution will provide a funding mechanism for a limited timeframe allowing the City to continue operations and pay costs related to its daily services and operations. Without this continuing resolution, there is no legal authorization to spend funds or incur any liability or debt.

ATTACHMENT:

Resolution No. 2022-66 – A resolution of the City Council of the City of Coachella, California, approving interim expenditures prior to adoption of the budget for fiscal year 2022-23.

RESOLUTION NO. 2022-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING INTERIM EXPENDITURES PRIOR TO ADOPTION OF THE BUDGET FOR FISCAL YEAR 2022-23

WHEREAS, the City currently does not have an annual budget for Fiscal Year 2022–23;
and

WHEREAS, the City is required to make routine and monthly payment for goods, services and miscellaneous maintenance as necessary to continue day-to-day operations of the City government.

NOW THEREFORE, BE IT RESOLVED, The City Council of the City of Coachella does hereby resolve as follows:

Section 1. City Council of the City of Coachella hereby approves interim expenditures of the City of Coachella for a period of 32 days (until July 31, 2022) prior to the approval of the adoption of the Annual Budget for FY 2022-23,

Section 2. The City Manager is authorized to continue City operations, including payroll and purchases of necessity in order to keep the City in operations consistent with expenditures and commitments approved in the fiscal 2021-22 adopted budget.

Section 3. That any capital project expenditures be brought before the City Council for approval, excluding capital expenditures for projects and budgeted expenditure commitments as approved in the fiscal 2021-22 adopted budget.

Section 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 29th day of June 2022.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-66 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 29th day of June 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk